

TENDER ENQUIRY DOCUMENT

**FOR PURCHASE OF
MEDICAL EQUIPMENT**

FOR AND ON BEHALF OF

EMPLOYEE STATE INSURANCE CORPORATION

**UNDER THE ADMINISTRATIVE CONTROL OF
MINISTRY OF LABOUR AND EMPLOYMENT
GOVT. OF INDIA**

HLL/PCD/ESIC-62/11-12



BY

HLL Lifecare Limited

(A GOVT. OF INDIA ENTERPRISE & Formerly HINDUSTAN LATEX LTD.)

Procurement & Consultancy Services Division

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SECTION I**NOTICE INVITING TENDERS (NIT)****1. Tender Enquiry No. HLL/PCD/ESIC-62/11-12****Date: 16.08.2011**

Procurement & Consultancy Services Division of HLL Lifecare Limited (Formerly Hindustan Latex Limited) have been contracted by Director General of Employee State Insurance Corporation (ESIC) to procure Medical Equipment for various ESI Hospitals, invite sealed tenders from eligible and qualified tenderers for supply of following Medical Equipment for ESI Hospital at Manicktala, Kolkata.

Sl. No.	Item Description	Qty.	EMD Amt. (Rs.)
1	Slit lamp	1	12,000
2	Applanation tonometer	1	8,000
3	Harmonic Scalpel	1	28,000
4	Vascular Surgical Instruments	2	40,000
5	Fiber-optic bronchoscope	2	36,000
6	Tread Mill test machine	1	24,000
7	Portable Ventilator	2	16,000
8	Automatic Tissue Processor	1	14,000
9	PHASE CONTRAST MICROSCOPE	1	8,000
10	CO ₂ Incubator	1	14,000
11	Bio-safety Cabinet	1	16,000
12	LAMINAR FLOW- VERTICAL	1	9,000
13	Electrophoresis Workstation	2	20,000
14	Multiview Microscope	1	16,000
15	Baby Warmer	8	38,400
16	NEONATAL PHOTOTHERAPY UNIT - CFL	4	40,000
17	ECG Single Channel	2	1,000

Sl. No.	Item Description	Qty.	EMD Amt. (Rs.)
18	Automatic Precision Microbalance	1	4,000
19	pH microprocessor controlled	1	8,000
20	Autoclave	1	3,000
21	Automated Component Preparation Machine/Blood component Extractor	1	3,400
22	Blood Bank refrigerator(2-6 c)	1	6,000
23	Blood collection monitor	1	5,000
24	Blood donor couch	1	12,000
25	Electrophoresis and densitometer System (Automatic)	1	10,000
26	Microscope Binocular with illumination & photography	1	4,000
27	Mobile Blood Transportation Box	1	6,000
28	Quality Mixer	1	2,000
29	Sterile Connecting device	1	20,000

2. Tender No.: HLL/PCD/ESIC-62/11-12

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	17.08.2011 to 16.09.2011, in all working days, during 10:00am to 4:00pm
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited Procurement & Consultancy Services Divn. B-14A, Sector-62, Noida -201 307
iii.	Cost of the Tender Enquiry Document	Rs. 2,000.00/ USD 60.00
iv.	Time and date of Pre-bid meeting	24.08.2011 at 12.00am. (IST)
v.	Closing date & time for receipt of Tender	17.09.2011 at 2.00pm. (IST)
vi.	Time and date of opening of Techno-Commercial tenders	17.09.2011 at 2.30pm. (IST)
vii.	Venue for Pre-bid Meeting & Techno- Commercial Tender Opening	Same as given in 2 (ii)

3. Interested tenderers may obtain further information about this tender from the office of Head (P&CD), HLL Lifecare Ltd., Noida. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs. 2,000.00/ USD 60.00 per set 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. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers and by international airmail to the foreign tenderers, for which extra expenditure per set will be Rs 100.00 for domestic post and USD 50.00 for international airmail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above. However, HLL Lifecare Ltd. shall not be responsible for any postal loss/delay.
5. Tenderer may also download the tender enquiry documents from the web site www.esic.nic.in or www.lifecarehll.com and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
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 their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, Sector-62, Noida -201307, Uttar Pradesh** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.
10. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

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

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

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A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) "Purchaser" means 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, 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/Dispensaries/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) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract

- (vi) “SCC” means Special Conditions of Contract
- (vii) “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) ”ESIC” means Employee State Insurance Corporation.
- (xxxi) “DG” means Director General of ESIC under the administrative control of Ministry of Labour and Employment
- (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 quantity, delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instructions to Tenderers”) provides the relevant information as well as instructions to assist the prospective 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. Deleted

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 a notarised 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 notarised English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

The 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

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

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE 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 – Deleted
- 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 – Details of Shipping arrangement for Liner Cargoes in respect of C&F/CIF/Turnkey/F.O.R. Contracts for Import
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List

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

9. Deleted

10. Clarification of TE documents

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 to such request provided the purchaser receives the same minimum 1 (one) hour prior to the scheduled time of pre-bid meeting. Clarification for the same will be published on the websites as mentioned in para 5 of NIT (Section I) within 4 days after the prebid meeting.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

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.
- ii) Tender Form as per Section X.
- 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 in the prescribed format as per Section - XIV.
- v) Power of Attorney/Authorisation in favour of signatory of TE documents.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of purchase orders and end users’ satisfaction certificate.
- viii) Price Schedule(s) as per Section XII filled up with all the details including Qty., Make, Model, Contry of origin, etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation of the bidder.

- x) Checklist as per Section XX.
- xi) Statement of deviations parameter wise from tendered technical specifications, if any.

B) Price Tender:

The information given at clause no. 11.1 A)- viii) above should be reproduced with the prices indicated.

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. 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.
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currencies say USD, 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 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, it should be clarified as "NA" by the tenderer.
- 13.2 The tenderer has the option to submit its quotation for any one or more item (s) in the List of Requirements. However, separate sealed cover to be used for each item for price bid.
- 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.

The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Govt. of India.

For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India.

If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the

difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

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 finished goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance, 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 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 port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) the amount of freight and insurance and price of goods quoted CIP port of entry in India as indicated in the List of Requirements and Price Schedule;
- c) the **price of goods quoted should be on DDP basis at consignee site in India** as indicated in the List of Requirements, Price Schedule and Consignee List;
- d) wherever applicable, the amount of custom duty with CDEC applicable on CIP value on the goods to be imported; ESIC will issue Customs Duty Exemption Certificate (CDEC) where applicable.
- e) the charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to Consignee Site, 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 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:

Octroi duty, terminal tax and other levies of local bodies (like town body, municipal body etc.) if not exempted shall be reimbursed to the supplier on production of such proof of payment along with the final bill.

13.5.5 Customs Duty:

The tenderer shall quote the Customs duty wherever applicable, considering availability of CDEC. **The applicable rates and amount of the Custom Duty and the corresponding Indian Customs Tariff number should be shown separately in the price schedule.** In case of non-availability of CDEC, the supplier has to custom cleared the goods paying the applicable Custom Duty and any difference of duty from the applicable CDEC rate shall be reimbursed separately on production of such proof of payment alongwith the final bill.

- 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.

- 13.10 HLL Lifecare Ltd. is only a procurement consultant and the supplies/equipments/goods against this tender are meant for ESIC on whose behalf this tender enquiry has been issued.

14. Indian Agent

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

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

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. Deleted

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

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

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

19. Earnest Money Deposit (EMD)

19.1 Pursuant to GIT clauses 8.1 and 11.1(A) 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 Deleted

19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. **The earnest money shall not be accepted in any other form except the following:**

- i. Account Payee Demand Draft or
- ii. Banker's cheque

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.

19.5 Deleted.

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.

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 opening of techno-commercial tenders 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/ email 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, however, may not agree to extend its tender validity without forfeiting its EMD.
- 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 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as “Original” and “Duplicate”. Duplicate tenders may contain all pages including Technical Literature/Catalogues as in Original tenders.
- 21.3 The original and duplicate copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 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 tenderer is to seal the original and copy of the tender in separate envelopes, duly marking the same as “Original”, “Duplicate” and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope along with envelope containing EMD, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 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. Tenderer shall seal **‘Techno - Commercial Tender (along with envelope containing EMD)’** and **‘Price Tender’** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, Sector -62, Noida -201307, Uttar Pradesh**. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to **Head (P&CD)** or his nominee, **HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, Sector - 62, Noida -201307, Uttar Pradesh**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 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. In the event of the specified date for submission of

tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

23. Late Tender

A 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 tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

mentioned by the 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 Deleted.
- 27.3 Deleted
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;
- (i) Tender form as per Section X (signed and stamped) not enclosed
 - (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD have not been provided.
 - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation as per Format given in Section XIV.
 - (vi) Tenderer has not agreed to give the required performance security.
 - (vii) Goods offered are not meeting the tender enquiry specification.
 - (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, DDP clause, Delivery period 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 for the quoted item (s).

28. Deleted

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.

30. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail.

31. Qualification Criteria

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

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. Deleted

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.

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, Customs 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.

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 item in the List of Requirements, then, such determination will be made separately for each item.

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

37. Contacting the Purchaser

37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall

be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

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

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

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" 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 without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract or within one-year from the date of Notification of Award.

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 twenty-one (21) 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 by registered / speed post.

42.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

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

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

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

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

It is required by all concerned 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)

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.

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

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within twenty-one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

- a) It shall be in any one of the forms namely Account Payee Demand Draft 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.
 - b) 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.
- 5.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Comprehensive Maintenance Contract as per the 'Contract Form - B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

7. Packing and Marking

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

contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- 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 & lodging will be borne by the purchaser and/or its nominated representative(s).
- 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.
- 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 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

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

10. Transportation of Goods

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 DDP at consignee site; 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.

Goods will be custom cleared by the supplier/ Indian agent and transported to the consignee's site as per the contract terms.

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.

The goods shall be custom cleared by the Supplier/ Indian Agent and transported to the consignee's site as per contract terms. The supplier shall be responsible for safe and timely delivery of ordered goods under his own arrangement.

11. Insurance:

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. 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 DDP Basis, the supplier shall arrange and pay for marine/ air insurance making the consignee as beneficiary. The additional extended

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

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 consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

13. Incidental services

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

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 (or as instructed in the contract):

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

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 airmail/ registered post / speed post (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) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) 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 or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This **warranty shall remain valid for 2 (Two) years** in general, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, **unless specified otherwise in the SCC.**
- a. No conditional warranty like mishandling, manufacturing defects etc. 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 items:-
 - i. X-ray and CT tubes and high-tension cables.
 - ii. Helium replacement
 - iii. Any kind of motor
 - iv. Plastic & Glass parts
 - v. All kinds of sensors including oxygen sensors

- vi. All kinds of coils, probes and transducers including ECG cable, BP transducers, SpO2 Probes, Ultrasound and Color Doppler Transducers/probes, BP Cuffs, Defibrillator internal paddles, chart recorders, ventilator reusable patient circuits, servo humidifier with chamber, electrodes and probes for blood gas analyser, MRI coils.
 - vii. All kinds of flat panel sensors and cassettes for Digital Radiography & Computer Radiography systems and patients handling trolleys, etc.
 - viii. Printers and imagers including laser and thermal printers with all parts.
 - ix. UPS including the replacement of Batteries.
 - x. 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 to a further period as mentioned under clause 15.2** from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 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 General Points for Technical Specifications, **Section VII (para-4)**, after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for **10 (ten) years** from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.
- 16. Assignment**
- The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

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

18. Modification of contract

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

19. Prices

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary 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:

- (i) 90 % payment of the contract price shall be paid within 24 hours on receipt of goods in good condition and upon the submission of the following documents complete in all respects. Bills shall be returned un-paid in case of any discrepancy. Delay in payment on account of above shall rest with the supplier.
- (ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (iii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iv) Two copies of packing list identifying contents of each package;
- (v) Inspection certificate issued by the nominated Inspection agency, if any;
- (vi) Insurance Certificate as per GCC Clause 11;
- (vii) Certificate of origin.

b) On Acceptance:

Balance 10 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

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 delivery:

Ninety (90) % 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 within 24 hours to all concerned as per the contract;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch.
- (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

b) On Acceptance:

Balance payment of 10 % 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.

- c) Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable, customs clearance and handling charges, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) will be paid in Indian Rupees to the Indian agent at actual not exceeding the quoted rates after 100 % payment to the foreign principal.

d) 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. Payment shall be made after 100% payment to the Foreign Principal.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be made to the Indian Agent after 100 % payment to the Foreign Principal.

D) Payment for Annual Comprehensive Maintenance Contract (CMC) 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 ESIC/ Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/ consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

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

"I/We, _____ certify that I/We have not received back the 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. Delay in the supplier's performance

- 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.
- 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

Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the 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 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, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes 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 that 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. The jurisdiction for the settlement of disputes will be at New Delhi, India.
- 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, appointed to be the arbitrator by the Director General of ESIC. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-)
- 30.3 Venue of Arbitration: The venue of arbitration shall be 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. General/ Miscellaneous Clauses

- 32.1 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.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser/Consignee of any material change would impact on performance of its obligations under this Contract.
- 32.4 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 for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 32.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee 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.
- 32.7 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.

For GCC Clause No. 15.8:

After completion of Warranty period Annual Comprehensive Maintenance Contract (CMC) to be quoted as mentioned in General Technical specifications Section VII (Para-4) for all the items except for Item Sl. No. 4.

SECTION - VI**LIST OF REQUIREMENTS****Part I:**

Sl. No.	Item Description	Qty.	EMD Amt. (Rs.)
1	Slit lamp	1	12,000
2	Applanation tonometer	1	8,000
3	Harmonic Scalpel	1	28,000
4	Vascular Surgical Instruments	2	40,000
5	Fiber-optic bronchoscope	2	36,000
6	Tread Mill test machine	1	24,000
7	Portable Ventilator	2	16,000
8	Automatic Tissue Processor	1	14,000
9	PHASE CONTRAST MICROSCOPE	1	8,000
10	Co ₂ Incubator	1	14,000
11	Bio-safety Cabinet	1	16,000
12	LAMINAR FLOW- VERTICAL	1	9,000
13	Electrophoresis Workstation	2	20,000
14	Multiview Microscope	1	16,000
15	Baby Warmer	8	38,400
16	NEONATAL PHOTOTHERAPY UNIT - CFL	4	40,000
17	ECG Single Channel	2	1,000
18	Automatic Precision Microbalance	1	4,000
19	pH microprocessor controlled	1	8,000
20	Autoclave	1	3,000
21	Automated Component Preparation Machine/Blood component Extractor	1	3,400
22	Blood Bank refrigerator(2-6 c)	1	6,000
23	Blood collection monitor	1	5,000
24	Blood donor couch	1	12,000
25	Electrophoresis and densitometer System (Automatic)	1	10,000
26	Microscope Binocular with illumination & photography	1	4,000
27	Mobile Blood Transportation Box	1	6,000

Sl. No.	Item Description	Qty.	EMD Amt. (Rs.)
28	Quality Mixer	1	2,000
29	Sterile Connecting device	1	20,000

Part II: Required Delivery Schedule:

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

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

b) For Imported goods directly from abroad:

Within **90 days** from date of opening of L/C. The date of delivery will be the date of delivery at consignee site (Tenderers may quote the earliest delivery period).

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Installation & Commissioning shall be completed within 15 days of handing over the site of installation, complete in all respect by the consignee. The date of handing over of the site has to be intimated by the supplier to the purchaser. The delay on the part of the supplier to install and commission the equipment will attract the provisions as contained in the liquidated damage clause.

Part IV:

Turnkey (if any) as per details in Technical Specification. The tenderer shall also specify the time schedule for completion of Turnkey work.

Part V:

Annual Comprehensive Maintenance Contract (CMC) to be quoted as per details given in General Technical Specifications para-4. Unless otherwise stated in Special Condition of Contract (SCC) in Section -V, CMC is applicable for all the items.

Part VI:

Required Terms of Delivery and Destination.

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

Delivery required at Consignee Site.

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

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on DDP at consignee's site basis giving break up of the price as per the Proforma prescribed in the Price Schedule.

Custom clearance, handling, unloading & loading and transportation to the consignee's site shall be the responsibility of the supplier/ Indian agent.

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.

c) Destination/Consignee details are given in Section XXI

Part VII:

Inspection:

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

At consignee site by the respective In-charge of the Hospital or his authorised representative.

b) For Imported goods directly from abroad:

Pre-despatch inspection at manufacturer's premises as per GCC clause 8.8 and inspection after arrival in India at consignee site by the respective In-charge of the Hospital or his authorised representative.

Section – VII

Technical Specifications

Item No: 1

Slit lamp

Magnifications : 8x, 12x, 20x

Field of view : 45 mm – 10 mm(or better)

Eyepiece magnification : 10x high-eyepoint eyepieces, + 8D compensation of ametropia

Width of slit image : 0 – 14 mm, continuously adjustable(or better)

Length of slit image : in steps: 0.5 / 3.5 / 8 / 14

1 – 14 mm, continuously adjustable

Angle of slit image : 90°, continuous

Decentration of slit image : variable, click stop at 0°

Swivel range of slit prism : 180°, scale for angular difference, Click stop at 0°

Angle of incidence : 0°, horizontal

Filters : blue, green (red-free), and diffusing screen, Swing-in-type; UV protection filter, Heatabsorbing filter.

Free working distance : 73mm

Travel of instrument base : vertical: 30mm, X-axis: 110 mm, Y-axis: 90mm

Vertical travel of chin rest : 58 mm

Light Source : 6V, 10W Halogen Lamp, continuously adjustable brightness

Optional Accessories

1. Applination Tonometer
2. Motorised Table

Item No: 2

Applanation Tonometer

1. Dynamic Contour Tonometer (DCT) Contact type
2. Unit to give digital display of Intra Ocular Pressure (IOP), Ocular Pulse Amplitude (OPA) and quality of signal
3. Unit to give accurate IOP reading
4. Slit lamp Mounted Tonometer
5. Audio feedback during measurement
6. No need for Fluroscein
7. All functions to be accessed by one knob.
8. Self calibrating unit
9. Tonometer readings should not be influenced by Corneal thickness and other characteristics of Cornea.
10. Measurement range IOP : 5 – 80 mmHg
11. Disposable tip cover – 250 nos. to be supplied
12. Blue tooth technology for data transfer to the PC-Laptop
13. PC-Laptop of current generation to be supplied
14. Wireless printer – 1no.
15. Unit to run on disposable or reusable battery
16. 2 nos. Disposable battery
17. 2 nos. of Reusable battery with battery charger
18. CE and US FDA approved

Item No: 3**Harmonic Scalpel**

Harmonic Scalpel with following items-

Generator 300

Footswitch & Cable

Accessories:

Handpiece

Adaptor for 10mm Shears

5 mm Adaptor

Probes for Laparoscopic Surgery:

Laparoscopic Coagulating Shears 10mm

Laparoscopic Coagulating Shears 5mm-Curved

'ACE' Laparoscopic Coagulating Shears 5mm

Probes for Open Surgery:

Coagulating Shears 10mm

Item No: 4**VASCULAR SURGERY SET**

ADSON LAMINECT.RETRACT.SEMI SHARP,325MM 1

MAYO-ADAMS RETRACTOR, 2 BLADES 1

POTTS-DE MARTEL, SCISSORS, 60DEGR. ANGLE 1

DUROTIP SCISSORS,220MM,CVD.DOWNW.,60DEGR 1

ATR.-FORCEPS "ULTRA-LIGHT", STR.,200MM 2

ATR. FORCEPS "ULTRA-LIGHT", STR.,240MM 2

FORCEPS, STRAIGHT, 2MM JAW, ATRAUM.240MM 2

RING STRIPPER,WITHOUT HANDLE, 2,0 Ø 1

RING STRIPPER,WITHOUT HANDLE, 3,0 Ø 1

RING STRIPPER, WITHOUT HANDLE, DIAM. 4MM 1

RING STRIPPER, WITHOUT HANDLE, DIAM. 6MM 1

RING STRIPPER, WITHOUT HANDLE, DIAM. 7MM 1

RING STRIPPER, W.OUT HANDLE, DIAM. 8,5MM 1

RING STRIPPER, WITHOUT HANDLE, DIAM.10MM 1

RING STRIPPER, WITHOUT HANDLE, DIAM.12MM 1

RING STRIPPER, WITHOUT HANDLE, DIAM.14MM 1

HANDLE FOR RING STRIPPER 1

SCHMID IRRIGATING CANNULA, MALLEAB., LL. 1

SCHMID IRRIGATING CANNULA, MALLEAB., LL. 1

DAVIS DISSECTOR, DOUBLE ENDED, 245 MM 1

INTIMA DISSECTOR, BLUNT, 185MM LONG 1

INTIMA DISSECTOR, BLUNT, 215MM LONG 1

CUSHING VEIN- A. WOUND RETRACTOR,10X13MM 1

CRILE NERVE HOOK, RIGHT ANGELE 1

NERVE HOOK, 280 MM 1

MANDRIN ONLY FOR TOURNIQUETS FB 652 1

VASCULAR PROST.DRAW-IN FORC., CVD.,540MM 1

BULLDOG CLAMP,40MM,F.DRAW-IN FORC.FC048R 1

DUROGRIP-NEEDLEHOLDER,DELICATE,200 MM 1

DUROGRIP DE BAKEY NEEDLE HOLDER, 250 MM 1
 DUROGRIP-NEEDLEHOLDER,RYDER,210MM,DELIC. 1
 DE BAKEY ATRAUM.BULLDOGG CLAMP,CVD.,78MM 2
 ATRAUM.BULLDOGG CLAMP,CVD.JAW 27MM,86MM 2
 ALPHA BULLDOG CLIP, ANGLED MOUTH 2
 ALPHA BULLDOG CLIP,MOUTH Z-SHAPED ANGLED 2
 ALPHA BULLDOG CLIP, ANGLED/CURVED MOUTH 2
 DE BAKEY-GLOVER VASCULAR FORCEPS, 225MM 2
 DE BAKEY PERIPH.VASCUL.CLAMP,ANGL.,180MM 2
 DE BAKEY DISS. A. LIG. FORC., ACUT. CVD. 1
 DEBAKEY-RUMEL ATR.DISSECT.A. LIG.FORCEPS 1
 DE BAKEY CLAMP, ACUTELY CURVED, 270MM 1
 BABY-DERRA FORCEPS, LARGE PATTERN, 175MM 1
 DE'BAKEY VESSEL CLAMP, JAW 38MM,220 MM 1
 DE'BAKEY VESSEL CLAMP, JAW 48MM,265 MM 1
 DE'BAKEY VESSEL CLAMP, JAW 54MM,270 MM 1
 DE'BAKEY VESSEL CLAMP, JAW 58MM,270 MM 1
 DE'BAKEY VESSEL CLAMP, JAW 75MM, 280 MM 1
 DE BAKEY VESSEL FORCEPS, JAW 55MM, 230MM 1
 DE BAKEY VESSEL FORCEPS, JAW 65MM, 280MM 1
 DE BAKEY VESSEL FORCEPS 30 CM JAW 100 MM 1
 DE BAKEY ANEURISM CLAMP, 315MM 2

Item No: 5

Fiber-Optic Bronchoscope

Bronchoscope should have:

Field of view: 120deg.

Depth of field : 3-50mm

Tip deflection up/down : 180/130deg.

Distal diameter : 4.9 mm

insertion tube diameter: 4.8mm

Diameter of working channel : 2.2mm

Insertion tube working length : 600mm

Total length : 900mm

Sharp, smooth image

Ergonomic control section

Easy insertion and excellent maneuverability

Compatible to electrosurgical treatment

Light Source should have

Compatible light source (Xenon / Halogen) with fibre-optic cable & back-up lamp

Standard Accessories like :

Foreign Body Retriever Forceps

Storage facility of measured data in case of power failure.

Automatic sample device recognition.

Continual reagent level monitoring with graphic display.

Direct aspiration of samples from syringe, callipers, Q C ampoules, test tubes without the adapters.

Measurement of haemoglobin using laser diode technology.

With all Standard Accessories and starter kit of reagents as per the following:-

Reference electrode

PCO2 electrode

pH electrode
Chloride electrode
Sodium electrode
Potassium electrode
Calcium electrode
Accessories Box
Cal. Solution C1
Cal. Solution C2
Fluid Pack

Item No: 6

Tread Mill test machine

1 Description of Function

Exercise stress testing systems offer a wide array of unique diagnostic software options to evaluate myocardial function. Automatic arrhythmia detection, ST-segment analysis, and T-wave alternans are a few examples. In conjunction with a treadmill or ergo meter, these systems provide a controlled environment for the observation of the effects of increases in myocardial oxygen demand: exercise-induced systolic hypotension, exercise-induced angina, and/or the appearance of a heart murmur during exercise.

2 Operational Requirements

2.1 System complete with PC, Software, TMT and necessary cables is required.

3 Technical Specifications

1. System should acquire and analyze 12 leads.
2. System should be based on Windows platform with 17" colour monitor having minimum resolution 1280 x 1024. 80 GB HDD, CD-RW, Mouse, UPS for analyzer.
4. Should provide standard Full Interpretation of Supine ECG with reasoning.
5. Display of real time 12 lead diagnostic quality ECG waveform, average complexes beat of all 12 leads with superimposed colour comparison along with digital value of ST level and slope. Display the graph on the recording paper.
6. Automatic detection, display, Storage and review of arrhythmia, Heart Rate, Double Product and METS. It should have online HR METs and ST running trends available on the screen during exercise.
7. System should have ability to manual edit of J & Isoelectric point during exercise. Filters for line frequency and special filters to reduce noise and baseline artifacts without compromising the ECG frequency response. System should have filters for line frequency and special filters to reduce noise and baseline artifacts without compromising the ECG frequency response.
8. System should have full disclosure play back, review and storage of patient ECG raw data for unlimited numbers depending upon size of the hard disk. The unit should have the ability to readjust "J-ST" interval measurement + 1 m sec points and generate a new report from stored raw ECG data.
9. System should provide multiple and customizable printing formats as per user's choice on A-4 size high resolution thermal printer for online real time printings. Compatible laser printer for printing reports on plain paper also to be supplied.
10. System must have ECG trigger output to interface with external automatic devices.
11. Heavy Duty Treadmill (Imported): Noise free TREADMILL with speed ranging from 0.5 to 20 kmph and grade of 0 – 22% with suitable servostabilizer.
12. Automatic Stress test Non Invasive Blood Pressure Monitor, compatible with the treadmill stress Test System for bi-directional exchange of data between the monitor and analyzer. Optional system with NIBP Module to be quoted separately.

4 System Configuration Accessories, spares and consumables

4.1 System as specified

4.2 All consumables required for installation and standardization of system to be given free of cost.

5 Environmental factors

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

6 Power Supply

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

6.2 Suitable Servo controlled Stabilizer/CVT

7 Standards, Safety and Training

7.1 Should be FDA , CE,UL or BIS approved product

8 Documentation

User/Technical/Maintenance manuals to be supplied in English.

Certificate of calibration and inspection.

List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual.

Item No: 7

Portable Ventilator

1. Micro turbine controlled intensive care ventilator adult and paediatric
2. Should have invasive – non invasive ventilation
3. Ventilator should weight not more than 5kg (five kg)

Modes:

1. Should have the following modes-

- A. PCV (pressure controlled ventilation) / PACV (pressure assisted controlled ventilation)
- B. CV (controlled volume)/ acv (assisted controlled volume)
- C. SIMV (synchronous intermittent mandatory ventilation)
- D. PSV-S(pressure support ventilation) / PSV-ST (pressure support with a back up rate)
- E. CPAP (continuous positive pressure)
- F. Should have target tidal volume available with all dual pressure modes

Parameter settings:

- A. Tidal volume : 50-2000ml
- B. Rate: 4-60bpm
- C. Inspiratory flow rate:0 to 200 lpm
- D. Peep: 0-20mbar
- E. Inspiration pressure: 4 to 60 mbar
- F. I/E ratio:1.0-3.0
- G. I/T ratio:25-50%
- H. FiO2 measurement upto 50%
- I. Should have inspiratory trigger
- J. Should have exhalation trigger
- K. Should have sigh
- M. Should have double limb ventilation
- N. Should have battery back up for at least 10 hours
- O. Should have availability to change the flow pattern in volume control (rectangle and decelerate)
- P. Ramp control for pressure modes

Alarms

Should have minimum & maximum inspired tidal volume alarm

- A. Should have minimum exhaled tidal volume leak maxi alarm
- B. Should have fr(frequency) maxi
- C. Should have min &maxi inspiratory time

Monitoring & display

- A. Should have vent parameters: inspired positive airway pressure IPAP (inspired pressure) EPAP (positive exhalation pressure) inspired tidal volume, leak, breath rate, FiO₂, I/E, inspiratory time
- B. Should have alarms, graphics, alarm history, general configuration, preferences, curves configuration, maintenance menu and sub menu.
- C. Should have pressure volume loop, and flow volume loop

Item No: 8

Automatic Tissue Processor

1 Description of Function

1.1 Tissues from the body taken for diagnosis of disease processes are processed by the tissue processor in the histology laboratory to process tissues prior to microtomy to produce microscopic slides that are viewed under the microscope by pathologists.

2 Operational Requirements

2.1 Latest Model Fully automatic system carousel type with minimum 12 stations (10 reagents and 2 wax baths).

2.2 Computer controlled flow through tissue processor to automatically perform fixation, dehydration, clearing, and paraffin impregnation of tissue.

Specimens should remain stationary during processing in a fully enclosed retort while processing reagents and molten paraffin are moved to and from the chamber in a programmed sequence.

3 Technical Specifications

3.1 Metal / Polypropylene tissue baskets each with a capacity of 160-200 cassettes to be met by either single or double baskets.

3.2 The tissue baskets should be such that they have a firm bottom and do not get stuck to the sides of the reagent stations.

3.3 Reagent stations – Number of vessels: 10 (1.8- 2 litres each)

3.4 Paraffin stations– Number: 2 (1.8- 2 litres each)

– Temperature setting range: 45 – 70°C with temperature cut out facility (Temperature should be mentioned)

3.5 Computerized freely selectable and freely programmable Facility should be available.

Easy editing and changing of programmes should be possible even during a processing run Infiltration time for each station should be separately programmable.

Program start delay should be selectable without time limit.

3.6 In-built Vacuum function with fume control device.

3.7 Safety device for protection for drying of specimen in case of power failure

The buckets should go back inside the respective solution when power fails and not hang in mid air.

3.8 LCD display panel with ergonomic control, fully protected control with full protection key board, audible alarm warning/ error message.

3.9 Machine should be able to cater to short time / quick process

3.10 Interrupting an automatic processing for reloading or removing cassettes before the end of a run should be possible

3.11 Should be an open system capable of using standard cassettes from open markets.

4 System Configuration Accessories, spares and consumables

4.1 Quote pricing to up gradation to another basket with similar cassettes capacity.

4.2 Basket Rotor – 01 Nos.

4.3 Metal tissue basket- 04 Nos.

4.4 Aluminium reagent vessels of 1.8-2 litre capacity each-10 nos.

4.5 Beaker covers- 11 Nos.

4.6 Wax baths complete with thermostat – 02 nos.

5 Environmental factors

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

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

6 Power Supply

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

6.2 Suitable voltage corrector/stabilizer

6.3 Reset table over current breaker shall be fitted for protection

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

7 Standards and Safety

7.1 Should be compliant to ISO 13485: Quality systems – Medical devices – Particular requirements for the application of ISO 9001

applicable to manufacturers and service providers that perform their own design activities.

7.2 Should be compliant with IEC 61010-1: covering safety requirements for electrical equipment for measurement control and laboratory use.

7.3 Should be FDA or CE or ISI approved product

7.4 Comprehensive training for lab staff and support services till familiarity with the system.

8 Documentation

8.1 Certificate of calibration and inspection from factory.

8.2 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/Para number of original catalogue.

8.3 User/Technical/Maintenance manuals to be supplied

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

8.6 List of important spare parts and accessories with their part number and costing.

Item No: 9

PHASE CONTRAST MICROSCOPE

Trinocular Research Microscope consisting of Phase contrast and Bright Field, Dark Field and later up gradable to Digital imaging analysis

Features: UIS2 (2nd Generation Universal Infinity Corrected Optical System), Optical System.

Sidentopf head, Plan Achromat Objectives, Anti-Fungal Treated Optics, & ergonomic design etc.

Microscope frame with quintuple revolving nosepiece mechanical stage (right handle), 30W

Trinocular tube, FN20, fixed light pass, Bi/Photo 50/50

Wide field eyepiece 10X, FN20

Immersion oil in 8cc bottle

30W halogen bulb

Power cord

Dust cover

Universal Condenser for Bright Field/Dark Field/Phase Contrast Attachment for Microscope consisting of :

Phase contrast/dark field condenser

Plan achromat phase contrast objective 10X/0.25, WD 10.5

Plan achromat phase contrast objective 20X/0.4, WD 1.2 (spring)
Plan achromat phase contrast objective 40X/0.65, WD 0.6 (spring)
Plan achromat phase contrast objective 100X/ 1.25, WD 0.15 (spring, oil)
Interference light balance daylight filter, 45mm dia.
Interference green contrast filter 45mm dia.

Item No: 10

CO2 Incubator

Temperature

Control ± 0.1 °C
Range 5 °C above ambient to 50 °C (122 F)*
Uniformity ± 0.3 °C @ 37 °C (98.6 F)
Tracking Alarm User-programmable high/low
Overtemperature
Sensor Precision thermistor
Setability 0.1 °C
Function Shuts off heat
Temperature Safety
Sensor Precision thermistor
Controller Independent analog electronic

CO2

CO2 Control Better than ± 0.1 %
CO2 Range 0-20 %
Inlet Pressure 15 PSIG (1.0 bar)
Sensor T/C
Readability & Setability 0.1 %
Tracking Alarm User-programmable high/low

Humidity

rH Ambient to 95 % @ 37 °C (98.6 F)
Humidity Pan 3.2 qt. (3.0 liters) standard
Display (opt.) In 1% increments

Fittings

Access Port 1.3" (3.3 cm) with removable
silicone plug with filter
CO2 Inlet 1/4" hose (barbed)
Unit Heat Load
115 V/230 V 293 BTUH (86 Watt)

Shelves

Dimensions 18.5" x 18.5" (47.0 cm x 47.0 cm)
Construction Stainless steel, perforated
Surface Area 2.4 sq. ft. (0.2 sq. m)
Max. per Chamber 36.0 sq. ft. (3.3 sq. m)
Standard, Maximum 4, 15

Construction

Interior Volume 6.5 cu. ft. (184.1 liters)
Interior Type 304, mirror finish, stainless steel
Exterior 18 gauge, cold-rolled steel, powder coated
Outer Door Gasket Four-sided, molded, magnetic vinyl
Inner Door Gasket Removable, cleanable, feather-edged, silicone

Electrical

All 115 V, 50/60 Hz, 9.6 FLA (Operating range 90-125 V)

230V, 50/60 Hz, 4.4 FLA (Operating range 180-250V)
 Circuit Breaker/Power Switch 12 Amps/2 Pole
 Convenience/Receptade 75 Watts max. (matches cabinet voltage)
 Plug 115 V: NEMA 5-15P Plug; 230 V: CEE 7/7 Plug
 Alarm Contacts Power interruption; deviation of temp, CO₂, rH; customer connections through jack on back of unit
 Data Outputs (opt.) RS-485, 0-1 V, 0-5 V, 4-20 milliamp (select one)

Dimensions

Exterior (w x h x f-b) 26.3" x 39.5" x 25.0"
 (66.8 cm x 100.3 cm x 63.5 cm)
 Interior (w x h x f-b) 21.3" x 26.8" x 20.0"
 (54.1 cm x 68.1 cm x 50.8 cm)

Item No: 11

Bio-Safety Cabinet

Simple operation for ultimate safety with 60% less energy consumption and heat output that complies with the EN 12469

Dimensions Exterior dimensions with stand (w x h x d) 1300 x 2200 x 795 mm (51.2 x 86.6 x 31.3 in)

Interior dimensions (w x h x d) 1200 x 780 x 495 mm (47.2 x 30.7 x 19.5 in)

Work surface with adjustable stand 750 to 960 mm (30 to 38 in)

Interior work surface area 0.56 m² (930 sq. in)

Working height of front window 200 mm (8 in)

Maximum lifting height of front window 535 mm (21 in)

Dimensions (w x h x d) 1410 x 1700 x 925 mm

Weight Net weight ~240 kg (~530 lbs)

Shipping weight ~260 kg (~575 lbs)

Maximum weight load of one-piece work tray 50 kg (110 lbs)

Maximum weight load of divided work tray 25 kg (55 lbs) (max of 50 kg)

Ventilation System Exhaust/inflow air volume 400 m³/h (230 CFM)

Heat emission at 25°C ambient ~0.15 kW

Filter Specification Supply/exhaust air filter HEPA H 14 EN 1822,

Additional exhaust filter option (AEF) HEPA H 14 EN 1822,

Performance Certification EN 12469; GS Nord Cert-TÜV

Sound pressure level <55 dB (A)

Lighting power >1200 lx

Electrical Data Voltage 1/N/PE 230 V

Frequency 50 Hz

Power consumption 0.4 kW

Current consumption 1.7 A

Protection class I / IP 20

Protective measure Conductor connection Conductor connection

Individual precautions on customer side Lead fuse (slow blow) T 16 A or circuit breaker B 16. The local electrical regulations in the country of use as well as the relevant connection conditions must be observed. The national regulations for electrical engineering as well as the relevant technical connection conditions must be taken into account.

Supply Management Supply requirement 230 V, 50/60 Hz standard supply. Total requirement including interior sockets 13-16 Amps.

Receptacles The receptacles have a load capacity of up to 5 A and are protected with T 5 A fuses.

When all receptacles are in use simultaneously, they must not exceed the maximum total load capacity of 5 A.

Radio interference Circuit is interference free in accordance with EN 55 014

Service valves Up to 4 (installed through access ports)

Receptacles One double, right side

Note: All Linear Dimensions & weights are approximate

Item No: 12

LAMINAR FLOW- VERTICAL

Hepa Filter : 99.999 %efficiency for particles >0.3 µm

Pre-Filter : 85 %efficiency for particles >0.5 µm

Particle Count : Better than US Fed Std 209B Class10 and VDI 2083 Class 3

Cabinet : Laminated High Quality Wooden Board

Work Table : AISI 304 Stainless Steel

Airflow Speed Control : Speed Controller (Three Step Speed Controller)

Blower : High efficient centrifugal type with lifetime lubricated bearings

Light : High intensity,low wattage >800 lux

Noise Level : <55 dBA

Standard Accessories : Air/gas cock and .mains power socket (16A)

Power Supply : 220-230 V,50 Hz.

Power Consumption : 400 w

Internal Work Space: 600mmx600mmx600mm/900mmx600mmx600mm/

1200mmx600mmx600mm/1500mmx600mmx600mm/1800mmx600mmx600mm

Net/Packed Weight kg : 70kg/98kg to 185kg/257kg

Note : All Linear Dimensions & weights are approximate

Item No: 13

Electrophoresis Workstation

Compact bench top clinical electrophoresis system for serum protein, urine

Protein, Hemoglobin,Lipo Protein and Immunofixation-Agarose gel based.

Capacity of running 6-8 samples simultaneously on a single gel.

Should be equipped with special and dedicated migration and developing unit, .

also drying facility should be built in with the developing unit

Should use low power consumption.

Should come with an integrated display preferably with display of current status.

Should be equipped external get scanning system with software for clinical electrophoresis interpretation and reporting.

No separate power pack should be required for running the system.

Software: User friendly, software with facility for patient demographics,individual patient results, analysis and result print out

Multiple program facility – upto 30 different programmable facility should be available.

Agarose gel based kits (gels) compatible with electrophoresis unit should be provided.

Inhouse training and free installation to be provided.

System should be FDA and CE marked

Item No: 14**Multiview Microscope**

Incorporates in Innovative Optical and Astructural Design Idea, Facilitating Group Discussions and Consultation By Five Observers During Important Meetings, Conferences and Seminars.

It is Equipped with Five Observation Head, Inclined at 45 deg. / 30 deg. For Comfortable Viewing, including the central trinocular head to accept optional photomicrography and video Equipments. The built in Led Green Light pointer, with adjustable brightness can be moved in the filed of view during group discussion.

Supplied as above with the following infinity eyepiece. Wf 10x. 5 pairs plan objective (infinity corrected) P1 4x, P1 10x, P1 40x, P1 100x

Technical Specifications

Eyepiece ultrawide field & compensating Wf 10x paired eyepiece 5 pairs.

Focusing low & forward position. Co-axial coarse & fine focusing

Mechanism supported on ball bearing with tension control ring and pre-focus stopper. Fine motion reading 0.002mm

Plan objective infinity corrected supper plan objective P1 4x, P1 10x, P1 40x, P1 100x(anti fungus)

Led pointer a moveable built in green led pointer (brightness adjustable) is supplied as a standard accessory

Observation head one number high transmission trinsmission trinocular head 45 deg. / 30deg inclined.

Compensation free, 360 deg. Rotatable. Four numbers compensation binocular head inclined 45deg. / 30deg. And 360deg. Rotatable.

Optical system infinity corrected plan optical system with din standard optics (true colour)

Nose piece inward revolving quadruple nosepiece with ball bearing system for perfect alignment.

Illumination koehlers illumination with 12v / 50w super bright halogen lamp with variable control stage large mechanical stage with low position co-axial X-y motion controls. X-y motion 75mm x 55mm magnification 40x - 1000x standard.

Optionally upto 2000x condenser swing out condenser to provide perfect illumination under all magnification to all the observers.

Item No: 15**Baby Warmer**

Infant warmer to be used in neonatology.

The unit should conform all relevant international, national and local standards.

Specifications

Temperature control:

- Range 30-38° C
- Skin range 25 – 42 °
- Increment 0.1°
- Display Digital

Control Unit (to be supplied with.)

- Automatic heat control type
- Set point mechanism
- Heater Indicator.

Alarms (Audible and Visual)

- High air temperature
- Sensor disconnect
- Power Failure

Alarm in manual mode: every 15 minutes with automatic shutoff

The warmer should include:

- Self-check features
- Breaks for casters
- Skin sensor
- Supplemental humidity
- Protection against breaks and bursts of radiant and light source
- Spares and accessories
- Service and users manuals

Accessories:

- No. of hand ports 6
- No. of tubing ports 6
- No. of oxygen inlet port 1
- Backup thermostat

Examination Light 50 W Halogen

Radiant heat source Quartz tube 600w

- Phototherapy lights
- Resuscitation equipment packages
- X-Ray cassette holder

Item No: 16

NEONATAL PHOTOTHERAPY UNIT - CFL

1 Description of Function

1.1 Phototherapy units are used to treat hyperbilirubinemia, a condition characterized by high bilirubin concentrations in the blood. These units are also called: bilirubin lamps, bilirubin lights, fiberoptic phototherapy blankets, neonatal phototherapy units

2 Operational Requirements

2.1 Should be Compact Florescent Lamp (CFL) based Phototherapy unit used for clinical Management of neonatal hyperbilirubinemia

2.2 Lamp unit should be made with plastic lamp module with metallic top cover for efficient heat dissipation to reduce radiant heat on infant.

2.3 Should occupy very little bedside space, offer convenience in observation and procedures

2.4 The unit should be mobile with 3 swivel castors of 2" diameter fixed to a T-shaped base to be accommodated beneath trolley/bed with adjustable height.

3 Technical Specifications

3.1 Irradiance at 430 - 480 nm- effective to the baby of at least 18 mw/cm/nm at 45cm from the lamp.

3.2 Lamps: compact florescent lamps

3.3 Height adjustable:(app+/-5 cm): 138cm (minimum) - 190 cm (maximum)

3.4 Lamp tiltability :- horizontal to vertical at any angle.

3.5 Time totaliser : Mechanical / Electronic

3.6 Therapy duration timer: Resettable - optional

3.7 Height of the base app: 6-8 cm (at the front)

3.8 Size of the lamp unit (LxBxH) 47 x 40 x 9 cm +/- 5 cm

3.9 Coating: Epoxy / Powder coated body for scratch and rust prevention

4 System Configuration Accessories, spares and consumables

4.1 System as specified

4.2 All consumables required for installation and standardization of system to be given free of cost.

4.3 100 bulbs should be supplied along with each unit

4.4 Phototherapy eye pads 100 each for preterm and term babies to be provided free.

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 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 fitted with Indian plug

6.2 UPS of suitable rating with voltage regulation and spike protection for 60 minutes back up.

7 Standards, Safety and Training

7.1 Should be FDA , CE,UL or BIS approved product

7.2 Shall CERTIFIED to be meeting Electrical Safety requirements as per IEC 60601-2-50 Medical Electrical Equipment part-2-50 Particular requirements for the safety of Infant Phototherapy Equipments

7.3 Manufacturer/Supplier should have ISO certification for quality standards.

7.4 Comprehensive warranty for 2 years and 5 years CMC after warranty and it includes checking flux as per specification every month.

CMC would include all electrical, electronic and mechanical items. The CMC should provide at least 100 CFL lamps every year per unit.

8 Documentations to be provided

8.1 User/Technical/Maintenance manuals to be supplied in English.

8.2 Certificate of calibration and inspection.

8.3 List of Equipments available for providing calibration and routine Preventive Maintenance Support as per manufacturer documentation in service/technical manual.

8.4 List of important spare parts and accessories with their part number and costing.

8.5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.

8.1 The job description of the hospital technician and company service engineer should be clearly spelt out.

Item No: 17**ECG Single Channel**

Floating: protection against defibrillator effect, Lead, standard 12 leads, lead change, automatically, patient current leakage input impedance calibrating voltage: 1mv

A/D conversion: 12 bit

Frequency response: 0.05Hz-150Hz (IEC)

Time constant > 3.2 sec

CMRR > 80 dB

EMG filter-35Hz (-3 dB)/25Hz (-3 dB)

Sensitivity: ½, 1,2(cm/mV) , conversion deviation

Item No: 18**Automatic Precision Microbalance**

Electronic Precision weighing balance with LCD display & UPS.

Chemical & Moisture proof stainless steel top fitted weighing surface, LCD display panel & Control Panel.

Functional for piece counting, % weighing, provision of display of weight in mg/gm

Item No: 19**pH Microprocessor Controlled**

Microprocessor based precise, pH estimation with soft touch control panel
3 point calibration with auto buffer recognition
Measurable pH range 0-14 units refillable triode 3 in 1 epoxy body combination pH electrode
Accuracy level upto 0.01 unit pH, display on LCD for pH value & temperature

Item No: 20**Autoclave**

Vertical Jacketed AUTOCLAVE

1 Description of Function

1.1 Autoclaves are required for sterilizing an object in high temperature and high-pressure steam.

2 Operational Requirements

2.1 Microprocessor based electrically heated vertical steam sterilizer

3 Technical Specifications

3.1 Pressure range 5- 40psi, adjustable

3.2 Pressure control switch with Digital display of Pressure and Temperature

3.3 Outer and inner chamber made of thick stainless steel

3.4 Inner chamber made of at least 18 SWG SS sheet

3.5 Inner chamber size 550-650X350-450X350-450mm

3.6 Stainless steel Steam jacket insulated with high grade glass wool

3.7 Water level indicator with automatic low water level cut off device

3.8 Joint less gasket

3.9 Water inlet and drain valves

3.10 With standard safety features

3.11 Additional accessories – (to be quoted separately)

Gaskets -2 Nos.

Heating Coil - 2 Nos.

Stainless Steel Perforated Drums – 4 Nos.

Stainless Steel Trays – 2 Nos.

4 System Configuration Accessories, spares and consumables

4.1 As specified

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 -50deg C and relative humidity of 15-90%

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

6 Power Supply

6.1 Power input to be 220-240VAC, 50Hz/440V 3 Phase as appropriate fitted with Indian plug

6.2 Resettable 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 FDA or CE or ISI approved product

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

8 Documentation

8.1 User manual in English

8.2 Service manual in English

8.3 Certificate of calibration and inspection from factory.

8.4 List of important spare parts and accessories with their part number and costing.

8.5 List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual.

8.6 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.

8.7 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/Para number of original catalogue.

Item No: 21

Automated Component Preparation Machine/Blood component Extractor

A semi-automated blood component extractor equipment, used to provide the means for the controlled transfer of one or more blood component(s) from the centrifuged blood bag into one or more transfer pack(s).

Able to provide pure components with optimum leucoreduction levels

Compatible and able to maximise the extraction performances for Top and Bottom blood bags, apart from other conventional types such as double, triple blood bags.

Able to automatically seal the blood bag tubing at the end of the separation process, with the help of clamps integrated with sealers.

Option to store various programs (in total 7 programs with 9 protocols each) on the basis of Buffy coat volume, Seal options and Optical sensitivity, hence optimising the components volume & yield for standard dosages.

Microprocessor controlled & electrically driven pressure plate mechanism with 15 pairs of Optical sensors, in order to provide better control and separation of buffy coat from the primary bag.

Alphanumeric LCD Display and Keyboard, allows the operator to handle very easily for separation process.

Available with Pack Hanger & Cannula breaker on the front side, allows the operator for easy separation technique.

Has top & bottom Clamps with two Integrated Sealers, controlling the flow of components from the primary bag to different transfer packs and also to be able to seal the tubes automatically at the end of each process.

Option for using different types of profile backplates (09 backplates can be used), to optimise the separation as per different protocol of PRP, Buffy coat, Buffy coat Pooling, etc.

Electromagnet mechanics should open the clamps in case of power failure, allowing the operator to safeguard the blood components being separated.

Has an Upper Optical sensor to detect presence of Red cells in tubing, during second separation protocol of platelets removal, hence optimizing the platelet yield and leucoreduction.

Capable of volume reduction of Cord Blood Units and separate into Buffy coat contains stem / progenitor cells. The adjustment of Buffy coat volume parameter shall provide flexibility to blood center, to go for future protocols such as buffy coat pooling.

Option available to upgrade with data management system- Optilink, allowing measurement of each component being prepared and acquisition of separation process data including blood components volume, time, blood bag type used, operator ID, etc.

Operated with an input voltage within the range of 100-240VAC at 50/60 Hz.

In compliance with EN 60601-1 Standards(1988), Electrical safety Class I, Moisture protection: IPX

1, EN 60601-1-2 Standards (1993), Class A for emission.

Operating temperature of 15.5-32.2 degrees celsius with relative humidity of 0-85%.

Item No: 22

Blood Bank Refrigerator (2-6 Deg C)

General

Should operate at 4 ° C with +/- 1 ° C temperature uniformity

Must be designed for blood bank use. Commercial or modified commercial refrigerators are not acceptable

Should be able to pass through standard door heights of 201 cm (79") with casters without requiring the unit to be tipped or laid on its side.

Should be CE marked.

Construction

Should have an interior and exterior that is constructed of minimum 20 gauge, galvanized steel.

Should incorporate bacteria resistant, powder coated interior, exterior and door handle.

Should have a minimum non-CFC urethane insulation

Should utilize a self-closing door with full-length handle, key lock and non-CFC urethane insulation.

Should include swivel-locking casters as a standard feature.

Should incorporate a recessed interior floor to contain spills.

Should have a chamber access port in the top of the unit.

Should have an interior fluorescent light with control panel mounted switch as a standard feature.

Should have a light bulb that can be changed without removing the drawers.

Should have dual-pane, glass door and key lock with a right hand hinge.

Should have self-closing door system

Independent Temperature Controller

Should utilize an independent, microprocessor temperature controller that is programmable from +20 C to +80 C.

Should have a Microprocessor controlled temperature readout, readable in 0.10 C increments.

Should have a stainless steel, RTD temperature probe that is located in the chamber.

Should have all functions accessible through a touch pad on the control panel.

Should have refrigeration system "On" indicator provided as a standard feature.

Independent Alarm / Monitor System

Should be able to program the high and low temperature alarms.

Should have audible and visual high and low temperature alarms as a standard feature.

Should have a stainless steel RTD temperature probe located in the top portion of the chamber in a product simulation bottle.

Should have audible and visual door ajar alarm as a standard feature. Must have all functions accessible through a touch pad on the control panel. Should have an alarm silence button.

Should have alarm disable switch. Should have remote alarm contacts as a standard feature.

Should have battery backup with a minimum of 2 hours life.

Should have a power fail alarm as a standard feature.

Temperature Recorder

Must have four inch, 7-day, ink-less, pressure-sensitive circular chart recorder.

Must have chart recorder temperature range of -50C to +200C.

Must incorporate a separate battery backup to ensure continuous operation of the chart recorder during power failure.

Must have temperature recorder probe that is independent from other probes.

Must have power status indicator.

Must have an optional deduction of the chart recorder.

Should have LCD Temperature Graphs that should display 24 continuous hours of data and event logging of door openings and alarm conditions.

Should have adjustable alarm volumes and password protected configurations.

Refrigeration System

Must incorporate a heavy-duty, air-cooled refrigeration system designed to operate on 230 volt 50/60 Hz.

Must utilize non-CFC, commercially available refrigerant.

Must have an automatic condense evaporator as a standard feature.

Must have an internal evaporator fan that shuts off when the door is opened.

Must have a compressor that can maintain required chamber temperatures when operating between 200-240 volts and 50 Hz.

Must incorporate a defrost system that requires no defrost timer, electric heaters or defrost down time.

Must keep the refrigerator free of frost without elevating the chamber temperature.

Drawers

Must have solid bottom and liquid tight stainless steel drawers for containment of spills

Must incorporate Scratch-Guard drawer edge protectors that keep the glass from being scratched.

Must have fully extendable drawer slides.

Must have shelf standards with a clear powder-coated finish to guard against rust and corrosion.

Must have drawers that are adjustable

Must have optional drawer dividers available as an accessory.

Must have a cabinet designed to accommodate available optional half-size wire shelves, full-size wire shelves and rollout wire baskets with no cabinet modifications.

Electrical

External transformers are not acceptable.

Item No: 23

Blood Collection Monitor

- Weighing range 100—999ml
- Automatic tare to zero for the bag weight.
- Adjustable low and high flow alarms.
- Adjustable donation time out up to 20 minutes.
- Adjustable default volume.
- Automatic clamp of tubing at the end of the donation.
- Weighing accuracy +/- 2%.
- Power supply 115/230 VAC 50/60Hz
- Power consumption Max 10VA
- Dimensions - 290(L) X 253(W)X 150(H)mm
- Weigh: about approx 5kg incl battery
- Should have a data memory of approx 30000 characters
- Provision to attach bar code reader(optional) for capturing external data related to donor
- Internal fuses to be PTC-self recovery to ensure continuous operations
- Automatic Calibration Feature

Item No: 24

Donor Chairs

1. Description of Function: Blood Donor Couch is a completely automatic enveloping, variable tilt chair and specially designed to make blood withdrawals easier, safe and functional, and also for other diagnostic and therapeutic areas

2. Operational Requirements

- 1) Provides a comfortable position for the donor.
- 2) Variable positioning for either arm with Comfortably wide armrests.
- 3) Armrests have swinging out as well as up and down moving facility.
- 4) Reclining and upright body positions with a smooth shifting to any position.
- 5) Both sides have supporting brackets.
- 6) Drawers provided for the upkeep of equipment & consumables.
- 7) If a vasovagal attack occurs the Donor's head needs to be lowered immediately and his legs lifted above his heart level so that blood can flow back to the brain and other vital organs. This facility should be available

3. Technical Specifications

- 3.1 Comfortable chair type with soft padding for cushioning and rexin cover.
- 3.2 Seat, back rest and leg rest size designed for donor comfort. It should have step less electric remote controlled height adjustment.
- 3.3 Adjustable arm rest for donor's comfort and phlebotomist friendly
- 3.4 Easily tilted to head low position, electrically operated
- 3.5 Comfortable working level for the operator. Lifting capacity - Approx 200 kg.
- 3.6 4 Lockable castors for easy mobility
- 3.7 Storage Drawers for storing consumables & Blood Collection Monitors
- 3.8 UP/DOWN control
- 3.9 OPTIONS:
 - (i). A paper roll holder can be fixed on the' upper part of the chair.
 - (ii). Melodious musical Headphone can be integrated for patient relaxation while blood donation is in progress.
 - (iii). Preferable to have inbuilt trays & stands for keeping all blood collection accessories.
- 3.10 Should have interface for blood collection monitor (optional)

4. System Configuration Accessories, spares and consumables

- 4.1 Donor Couch -01
- 4.2 Dust Cover -01
- 4.3 Power cable -01
- 4.4 Arm Rests (pair) -01 pair
- 4.5 Remote control -01

5. Environmental factors

- 5.1 The unit shall be capable of operating continuously in ambient temperature of 10 – 40 C and relative humidity of 15-90%
- 5.2 The unit shall be capable of being stored continuously in ambient temperature of 0 - 40 C and relative humidity of 15-90%
- 5.3 Shall meet IEC-60601-1-2: 2001 (Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.

6. Power Supply

- 6.1 Power input: 220-240V/ 50 Hz AC Single phase or 380-400V AC 50 Hz Three phase fitted with appropriate Indian plugs and sockets.
- 6.2 Resettable over current breaker shall be fitted for protection
- 6.3 Suitable Servo controlled Stabilizer/CVT

7. Standards and Safety

- 7.1 Should be FDA or CE approved product
- 7.2 Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450
- 7.3 Manufacturer should have ISO certification for quality standards.
- 7.4 All electrical actuators and mechanisms should be housed inside the structure making the product safer
- 7.5 Comprehensive warranty for 2 years and 5 years AMC after warranty

8. Documentation

- 8.1 User manual in English
- 8.2 Service manual in English
- 8.3 List of important spare parts and accessories with their part number and costing.
- 8.4 Certificate of Calibration and inspection from the factory
- 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 Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 8.7 Original Information Brochure should be provided.

Item No: 25

ELECTROPHORESIS AND DENSITOMETER SYSTEM (AUTOMATIC)

The electrophoresis equipment should be able to perform electrophoresis on serum, urine or other body fluid for protein, lipoproteins hemoglobin's.

I. Electrophoresis system

Power supply

To provide constant voltage & current mode.

Input voltage 220 volts or 110 vac 50/60 hz

Output voltage 20-300 vdc continuously adjustable in each range.

Current 0-100 ma at settage current 1.5 to 100 ma

Timer 0-60 minutes.

Safety featured: overload /short circuit protection floating output.

Horizontal tank: can accommodate 3 bridges for minimum 3 strips of 5×8cm size as well as can accept single suitable bridge adpoter to hold larger strip. The tank unit should have buffer capacity of 250ml and built in safely micro-switches which are moved when the cover is taken off.

Ups: appropriate standard make ups with minimum 2 hrs back up battery.

The above system should be supplied along with necessary accessories like samples holder, applicators, bridge adaptors ,buffers, reagent start up kit.

II. Densitometer system

Light source: halogen lamp 6v-12v, 1 watt - 40 watt.

Operating wavelength: at least 530nm, 570nm and white light

Photocell type: sillicium phtotcell or any other equivalent

Photometric linearity: 0.00 to 2.5 o.d. or better

Programmable scanning length: 120mm or more

Programmable scanning width: 90mm or more

Should accept all electrophoresis media (including agarose) on plastic or glass plate.

Editing features: automatic fraction identification, insertion/ deletion, renaming of peaks, addition of fractions, baseline correction.

Monitor: display of graphs and other data

Printer: built in graphic thermal printer or better.

Software: user programmable tests for different applications including serum/urine/protein electrophoresis.

Reports: graphs, percentage, g/dl. A/g ratio, patient data.

Memory: storage of result including graphs.

Data management: direct comparison of pathological cases statistical calculation.

Serial port: bi-directional.

Item No: 26**Microscope Binocular with illumination & Photography**

a) Optical system infinity color corrected optics, antifungus treated.

Eye pieces: 10X wide field (FV 22 or more) with inter pupillary distance 48-75mm with dioptic adjustment both side, eye guards, eye level riser.

a) Objectives: Bright field infinity color corrected optics, antifungus treated 4X,10X,40X,100X oil immersion. In changing from one objective to another or reintroducing the same objective by rotation of the nosepiece, the center of the field should not appear displaced by more than 0.02mm in object plane.

b) Nosepiece : Revolving, reversed (inward) tilt

c) Tubes : Siedento f tiltable Binocular tubes with minimum inclination 25-30 degrees .

d) Stage : uniformly horizontal, scratch resistant, rackless, rotatable stage with right hand operation & single slide holder with a stage upper limit stopper.

e) Condenser : issuing out universal with numerical aperture of 0.9/1.25 with position for bright field should have a removable filter holder, swing in, blue filter for bright field.

f) Illumination system: The system should have a built in, variable, low voltage light source, the circuit for the light source should include a constant voltage supply. The system should be provided with a step down transformer and on/off switch and intensity control. the lamp should be provided with a lamp socket, which has the facility for easy replacement of the bulb. The housing of the microscope.

Halogen bulb -12v/20-30w. The illuminator should have a built in field diaphragm for kohler illumination.

Power supply : Voltage 220V, 50HzAC should have one on- off power switch, power cord with a 3pin male plug. The system should have an inbuilt protective/ safety device to withstand fluctuations of voltage from 140v to 280v. The fuse the halogen lamp should be easily accessible.

g) Arm rest, Left and right.

Item No: 27**Mobile Blood Transportation Box**

Mobile Refrigerated Transportation Box - should be able to transport Packed Red Cells, Whole Blood, Platelets, Plasma at the required specific temperatures

Should be robust, light weight, portable Mobile Refrigerated Transport Box made up of rotationally moulded polyethylene

Temperature Range adjustable from -20 deg C to + 22 deg C

Capacity to Hold 25-30 blood bags of 450 ml

Should work on AC & DC power with the provision of attachment to vehicle battery.

Should have digital temperature display of the internal temperature with functional alarm systems to indicate variations in the set temperature.

Should be CFC free refrigerant

Item No: 28**Quality Mixer**

Should be A Automated Tube Stripper & Mixer to simplify & Standardize Stripping & Mixing of Blood in the tubing with the Blood in the Bag

for preparation of Good Quality Components & Elimination of Micro Clots in the Blood Bag Tube

THE Stripping & Mixing cycles should be adjustable from 3-10 for flexibility of usage in the

Bleeding Room or for Quality Control

Dimensions-290L X 253 W X 150H mm

Max Weight –5 KG approx

Power Supply- 230VAC

Should be CE marked

Item No: 29

Sterile Connecting Device

- The equipment should be compatible with all standard tubing with an external diameter ranging from 3.9-4.5 mm & internal diameter of 2.9-3.1 mm.
- The equipment should ensure sensor controlled welding as the in built sensor continuously monitors the temperature to ensure optimal quality and strength of weld.
- The equipment should have an interactive LCD panel to provide information's on status & operational prompts.
- The equipment should be compact and light weight which weigh on 6.5 kg .
- The equipment should ensure the complete sterility and safety of the transferred blood by ensuring the welding at 320 degree C and complete safety of Blood by compressing the tubing ends before the welding to displace the fluid from the site of welding. Also there is no particle or chemical residue are created by welding process.
- The equipment should be easy to welds in just two steps with LCD panel and alarm to monitor the welding process.

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Comprehensive Warranty as stated in GCC clause No. 15 (in Section – IV) for complete equipment (including X ray tubes, HT Cable, Probes, Electrodes, Detectors, 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/ Dispensaries/ Institute/ 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:

- a) 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.
- b) The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.

3. Training:

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

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

- a) **The cost of Annual 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 **to be quoted for next 5 years on yearly basis** for complete equipment (including X ray tubes, HT Cable, Probes, Electrodes, Detectors, 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 to 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.
- 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.

5. **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 Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Hospital/Institution/Medical College. **The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.**

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

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

Section – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. Email ID
 - d. telephone number
 - e. fax number

- 02 Plant and machinery details

- 03 Manufacturing process details

- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)

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

- 07 Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other

- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last **Five** years from the date of Tender Opening, at least 50% (or one No. where the schedule of requirement is one no.) of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.
02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 50% (or one No. where the schedule of requirement is one no.) of the quoted quantity of similar equipment which is functioning satisfactorily, any where in India of the same manufacturer.

Note:

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

The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized, alongwith the tender. The performance certificate should be in accordance with the requirement of clause 2 (a) / 2 (b) as stated above.

2. 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.
3. 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.
4. 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 & Time of opening: _____

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 of ordered goods and services	Quantity of ordered goods	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	9

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 duly notarised certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money and or performance security furnished will be forfeited. Such certificates from a third party or middleman other than actual end user will not be accepted. The satisfactory performance implies working satisfactorily without any complaint since the date of installation, commissioning & handing over to the end user as per the standard format enclosed.

Section – X TENDER FORM

Date _____

To,
Head (P & CD)
HLL Lifecare Limited
Procurement and Consultancy Division
B-14A, 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.

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		
				Price per unit (Rs.)							
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Transportation, loading/ unloading and Incidental costs till consignee's site (d)	Insurance charges for a period including 3 months beyond the date of delivery (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 Price (at Consignee Site) basis (Rs.) 4 x 5(g)

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 _____

Signature of Tenderer _____

Seal of the Tenderer _____

Place: _____

Date: _____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5					Price per unit (Currency)					
				Gross FOB price at sea/air port of Lading (inclusive of Agency Commission)**	Amount and percentage of Agency Commission**	Net FOB (excluding Agency Commission) (a-b)	Insurance & Freight	Net CIP by Air/Sea at the port of entry (c+d)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable)**	Custom Clearance & Handling Charges**	Loading/Unloading, inland transportation, insurance as per Clause 11 of GCC & incidental cost till consignee's site**	Installation commissioning, supervision, Demonstration & training at the consignee's site**	Unit price on DDP basis at consignee's site	
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	In foreign currency	In Indian Rupees
													=(e)	=(b+f+g+h+i)

** to be quoted in Indian Currency

Total price at Consignee's site

(A) In foreign currency : column (4 x e)

(B) In Indian Rupees : column 4 x (b+f+g+h+i) Rs

(In figures and words) plus

(In figures and words)

Note: -

- The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
- The bidders break up of prices under various columns is for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
- The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.
- All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.
- The prices quoted in foreign currency in column (e) shall be converted in Rupees at the selling rate of exchange applicable on the date of tender opening. The customs duty amount so worked out as percentage of net CIP value in rupees will be taken for evaluation and comparison of tenders
- The charges for Annual CMC after warranty shall be quoted separately as per Section-XI – Price Schedule C

Place: _____

Date: _____

Name _____

Business address _____

Signature of Tenderer _____

Seal of Tenderer _____

C) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1 Item Sl. No.	2 Brief Description of the Goods	3 Quantity (Nos.)	4 Comprehensive Maintenance Contract Cost for Each Unit year wise*.					5 Total Comprehensive Maintenance Contract Cost for 5 (or as specified) 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:-**

- In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
- The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual and labour, after satisfactory completion of Warranty period may be quoted for next 5 (or as specified) years on yearly basis for complete equipment and Turnkey (if any).
- 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.
- Cost of CMC will be added for Ranking/Evaluation purpose.
- The payment of CMC will be made as per clause GCC clause 21.1 (D).
- 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.
- All software updates should be provided free of cost during CMC period.
- The stipulations in Technical Specification will supersede above provisions
- The supplier shall keep sufficient stock of spares required during Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

Place: _____

Date: _____

D) PRICE SCHEDULE FOR TURNKEY

Item Sl. No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE CODE	Turnkey price

Note: -

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

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

Place: _____

Date: _____

SECTION – XII
QUESTIONNAIRE

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

1. The tenderer should furnish specific answers (alongwith mention of relevant page nos. of tender) 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 – XIV
MANUFACTURER’S AUTHORISATION FORM

To,

Head (P & CD)

HLL Lifecare Limited
Procurement and Consultancy Division
B-14A, 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 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 confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Head of Hospital/Institute/Medical College of ESIC

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 remain valid till 2 (two) months beyond the warranty period, 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:

Item Sl. 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
- (vii) Warranty clause
- (viii) Payment terms
- (ix) 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 COMPREHENSIVE MAINTENANCE CONTRACT

Comprehensive Maintenance Contract No. _____ **dated** _____
 Between _____

 (Address of Head of Hospital/Institute/Medical College)
 And _____

 (Name & Address of the Supplier)

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

In continuation to the above referred contract

a) The Contract of Comprehensive Maintenance is hereby concluded as under: -

1	2	3	4					5
Item Sl. No.	BRIEF DESCRIPTION OF GOODS	Quantity (Nos.)	Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Comprehensive Maintenance Contract Cost for 5 (or as specified) 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 Comprehensive Maintenance Contract (CMC) which includes preventive maintenance and labour, after satisfactory completion of Warranty period may be quoted for next 5 (or as specified) years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, 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 CMC within a period of 21 (twenty one) days of issue of 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 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 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 on said to contain basis 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) No of cartons received which are said:

Which are said to contain the items (List of items in each carton to be given.)

- : _____
- 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
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/ Transporter: _____

(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:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

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).

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:

- He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- 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).
- Training of personnel has been done by the supplier as specified in the contract
- 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

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

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

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

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

2. 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.

3. 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: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

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

4. 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)

5. 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.

6. 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.

7. 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: TRANSHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

8. 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)

9. 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)

10. 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.

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

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

B) 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 indicating shipper Consignee as under:

SHIPPER: The F.O.R suppliers Concerned

CONSIGNEE: Supplier's Indian Agent on order

Note:

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

SECTION – XX

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
1.	Have you enclosed EMD of required amount for the quoted schedules?			
2(a).	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
2(b).	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
3.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
4(a).	Have you enclosed duly filled Tender Form as per format in Section X?			
4(b).	Have you enclosed Power of Attorney/ Authorisation in favour of the signatory?			
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you submitted the certificate of incorporation?			
7(a).	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
7(b).	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
8.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
9.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
10.	Have you submitted the Quality Control Requirements as per Proforma given in Section VIII of TE document?			
11.	Have you accepted delivery period as per TE document?			
12.	Have you accepted the terms of delivery as per 'DDP at consignee site basis'?			
13.	Have you accepted the warranty/CMC as per TE document?			
14.	Have you accepted all terms and conditions of TE document?			
15.	Have you fully accepted payment terms as per TE document?			
16(a)	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
16(b)	Have you submitted Manufacturer's Proforma Invoice for the price quoted in the Price Schedule?			
17	Have you submitted satisfactory end user performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
18.	Have you submitted copy of the order(s) against the above end user certificate (s)?			

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
19.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section – XXI**Consignee address**

Sl. No.	Consignee Code	Consignee Name & Address
1	Manicktala	Medical Superintendent ESI Hospital, Manicktala, Bagmari Road, Kolkata - 700 054

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