

# **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-58/11-12**



**BY**

**HLL Lifecare Limited**

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

**Procurement & Consultancy Services Division**

**B-14A, Sector-62, Noida-201 307, Uttar Pradesh, India**

**Ph: 0120-4071500; Fax: 0120-4071513**

**URL: [www.lifecarehll.com](http://www.lifecarehll.com)**

**Email: [pcd@lifecarehll.com](mailto:pcd@lifecarehll.com)**

# INDEX

<b>Section</b>	<b>Topic</b>	<b>Page No.</b>
Section I	– Notice inviting Tender (NIT) -----	03
Section II	– General Instructions to Tenderers (GIT) -----	06
Section III	– Special Instructions to Tenderers (SIT) -----	23
Section IV	– General Conditions of Contract (GCC) -----	24
Section V	– Special Conditions of Contract (SCC) -----	40
Section VI	– List of Requirements -----	41
Section VII	– Technical Specifications -----	44
Section VIII	– Quality Control Requirements -----	71
Section IX	– Qualification Criteria -----	72
Section X	– Tender Form -----	74
Section XI	– Price Schedules -----	75
Section XII	– Questionnaire -----	79
Section XIII	– Deleted	
Section XIV	– Manufacturer’s Authorisation Form -----	80
Section XV	– Bank Guarantee Form for Performance Security /CMC Security -----	81
Section XVI	– Contract Form (A & B) -----	82
Section XVII	– Proforma of Consignee Receipt Certificate -----	86
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	87
Section XIX	– Details of shipping arrangement for Liner Cargoes in respect of C&F/CIF/ Turnkey F.O.R. Contracts for Import-----	89
Section XX	– Check List for the Tenderers -----	93
Section XXI	– Consignee address -----	96

**SECTION I****NOTICE INVITING TENDERS (NIT)****1. Tender Enquiry No. HLL/PCD/ESIC-58/11-12****Date: 15.07.2011**

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.

Sl. No	Short Description of Item	Total Qty.	EMD (Rs.)
1	Audiometer	5	40,000
2	Bio-Safety Cabinet	2	32,000
3	Blood Gas Analyzer	4	56,000
4	Cell Separator	2	60,000
5	Cryo Surgical Unit for Gynae Use	2	10,000
6	Fully Automated Bio-Chemistry Analyser - Random Access	3	1,50,000
7	ECG Machine Single Channel	9	4,500
8	Electro Surgical Unit	8	80,000
9	Elisa Reader with Washer	4	40,000
10	Fiber Optic Bronchoscope	2	38,000
11	Fiber Optic Bronchoscope with Camera	2	38,000
12	General Purpose Ultrasound System	2	88,000
13	Haemodialysis Machine	2	40,000
14	Infant Resuscitator	6	6,000
15	Lensometer	6	12,000
16	Open care system	4	56,000
17	Indirect Ophthalmoscope	3	18,000
18	Pharmaceutical Refrigerator for O.T.	3	12,000
19	Portable Ultrasound B&W	2	28,000
20	Portable Ventilator (Transport)	10	1,00,000
21	Portable Ventilator	3	30,000
22	Portable Ventilator	6	60,000
23	Pulse Oximeter	16	19,200

Sl. No	Short Description of Item	Total Qty.	EMD (Rs.)
24	QBC Blood parasite detection system	4	64,000
25	Slit Lamp	2	64,000
26	Streak Retinoscope	5	10,000
27	Syringe Pump	8	10,880
28	Tissue Processor	2	40,000
29	Tonometer	6	48,000
30	Traction Unit	2	16,000
31	Transport Incubators	3	6,000
32	Tuboplasty Set	7	28,000

## 2. Tender No.: HLL/PCD/ESIC-58/11-12

Sl No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	18.07.2011 to 16.08.2011, 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. 3,000.00/ USD 75.00
iv.	Time and date of Pre-bid meeting	27.07.2011 at 11.00am. (IST)
v.	Closing date & time for receipt of Tender	17.08.2011 at 2.00pm. (IST)
vi.	Time and date of opening of Techno-Commercial tenders	17.08.2011 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. 3,000.00/ USD 75.00 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](http://www.esic.nic.in) or [www.lifecarehll.com](http://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 Division  
B-14A, Sector -62, Noida -201307.  
Uttar Pradesh.

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

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

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

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

**37. Contacting the Purchaser**

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

37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

---

## **G. AWARD OF CONTRACT**

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

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**

<b>Sl No.</b>	<b>Topic</b>	<b>Page</b>
1	Application	25
2	Use of contract documents and information	25
3	Patent Rights	25
4	Country of Origin	25
5	Performance Security	25
6	Technical Specifications and Standards	26
7	Packing and Marking	26
8	Inspection, Testing and Quality Control	27
9	Terms of Delivery	28
10	Transportation of Goods	28
11	Insurance	28
12	Spare parts	29
13	Incidental services	29
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	29
15	Warranty	30
16	Assignment	31
17	Sub Contracts	32
18	Modification of contract	32
19	Prices	32
20	Taxes and Duties	32
21	Terms and mode of Payment	32
22	Delay in the supplier's performance	35
23	Liquidated Damages	36
24	Termination for default	36
25	Termination for insolvency	37
26	Force Majeure	37
27	Termination for convenience	37
28	Governing language	38
29	Notices	38
30	Resolution of disputes	38
31	Applicable Law	38
32	General/Miscellaneous Clauses	38

---

## **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 without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into 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, interalia 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. 32.**

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

Sl. No	Short Description of Item	Consignee wise required qty.															
		Adityapur	Baddi	Basai	Bhiwadi	Faridabad	Ludhiana	Manesar	Noida	Andheri	Bapunagar	Joka	MGM parel	Nacharam	Naroda	Peenya	Tirunelveli
1	Audiometer								1			1	1		1	1	5
2	Bio-Safety Cabinet										1					1	2
3	Blood Gas Analyzer									1					2	1	4
4	Cell Separator								1			1					2
5	Cryo Surgical Unit for Gynae Use								1			1					2
6	Fully Automated Bio-Chemistry Analyser Random Access	1				1			1								3
7	ECG Machine 12 channel														5	4	9
8	Electro Surgical Unit														6	2	8
9	Elisa Reader with Washer	1									1	1				1	4
10	Fiber Optic Bronchoscope/ Fiber Optic Bronchoscope for Intubation								1							1	2
11	Fiber Optic Bronchoscope with Camera	1									1						2
12	General Purpose Ultrasound System														1	1	2
13	Haemodialysis Machine								1			1					2
14	Infant Resuscitator	1								1		2			1	1	6
15	Lensometer		1	1	1			2							1		6
16	Open care system	3													1		4

Sl. No	Short Description of Item	Consignee wise required qty.															
		Adityapur	Baddi	Basai	Bhiwadi	Faridabad	Ludhiana	Manesar	Noida	Andheri	Bapunagar	Joka	MGM parel	Nacharam	Naroda	Peenya	Tirunelveli
17	Indirect Ophthalmoscope				1							2					3
18	Pharmaceutical Refrigerator for O.T.														2	1	3
19	Portable Ultrasound B&W														1	1	2
20	Portable Ventilator (Transport)			3				7									10
21	Portable Ventilator									1				1	1		3
22	Portable Ventilator								4							2	6
23	Pulse Oximeter	2					1			7						6	16
24	QBC Blood parasite detection system		1		1			1								1	4
25	Slit Lamp									1					1		2
26	Streak Retinoscope		1		1			1				1			1		5
27	Syringe Pump						4									4	8
28	Tissue Processor								1			1					2
29	Tonometer		1		1			2	1						1		6
30	Traction Unit	1														1	2
31	Transport Incubators	1													1	1	3
32	Tuboplasty Set		1		1			1		2		2					7

## 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

#### AUDIOMETER

Two channel audiometer for clinical use interface with sound proof room with complete accessories to insure complete functionally

#### Specifications:

Input: tone, microphone 1&2 tape/CD 1&2, NB, WN, SN

Output: left, right, bone, l&r, free-field, insert phones, high frequency phones

#### Frequency range:

Air conduction: 125 to 12000 Hz

High frequency: 8000 to 20000 Hz

Bone conduction: 250 to 8000 Hz

Sound field: 250 to 12000 Hz

Insert: 125 to 6000 Hz

U-v meter: two independent u-v meters one for ch. 1 and 1 for ch.2 speech

Microphone: for live voice testing and communication

Speech score counter

External a and external b to accept recorded speech material from external to accept recorded speech material from external Stereo tap cassette or CD player

Talk forward, talk back and monitoring facilities

Signal format:

Steady tone continuously present.

Pulsed tone pulsed 200 msec on, 200 msec off

Fm tone modulated +/- 5% of center frequency at Rate of 5Hz

With signal processing software and patient management software to be supplied with PC and manual

All accessories for all above facilities to be included.

Airbone or free field

Pure, pulsed or warble tones

Frequency : 125 Hz to 20 kHz

Bone frequency : 250 Hz to 8 kHz

Attenuation : 1dB step resolution

To be able to process all type of test including SISI, ABLB, stenger, rainville, DLI, auto thresh hold, tone decay, MCL/UCL, DLF, MLB

Built in thermal printer .

Should be regularly calibrated in warranty and contract period as per manufacturer's recommendations. ( please mention the frequency of calibrations as mentioned in operation or service manual)

**Item No: 2**  
**BIO SAFETY CABINET**

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

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

Interior dimensions Approx. (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 Approx.0.56 m<sup>2</sup> (930 sq. in)

Working height of front window Approx.200 mm (8 in)

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

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

Ventilation System Exhaust/inflow air volume 400 m<sup>3</sup>/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 lux

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 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

**Item No: 3**  
**BLOOD GAS ANALYZER**

- A fully automated pH/Blood gas/electrolyte analyzer measuring the following parameters: -

pH, PCO<sub>2</sub>, PO<sub>2</sub>, Barometric pressure.

Na, K, Ca, Cl

Co-oximetry: ct Hb, CCO Hb, Met Hb, Sulf Hb, Haematocrit and Barometric pressure.

- Sample volume should be approximate 100 µl for all parameters.
- All calibration and cleaning cycles should be fully automated with user selectable calibration items.
- Calibration should be performed by liquid calibration for all parameters.
- The electrodes provided should be zero maintenance including the reference electrode.
- The system should have on board data manager to store all patient results, QC data and calibrations.
- The system should have a closed waste system and monitored continuously. Also all the system reagents should be monitored continuously.
- A power fail protection for 20 min. to take all calibration and programmed data.
- The analyzer should have a colour LCD screen to access all the system software and to display the patient's results. With alphanumeric key board/touch screen.
- A built in thermal printer should be provided to print out patient results.
- The system should work in discrete testing, ie, selectable parameter testing.
- Should be supplied with consumable, reagents and QC agents for 1000 tests, as per the user requirements so that they do not expire.
- Should not preferably use special gases

**Item no: 4**  
**CELL SEPARATOR**

Cell separator for carrying out apheresis procedures such as single donor platelets, stem cell collection, etc.

Ensures highest standards of donor safety during any apheresis procedure with the help of unique features such as 5 time inlet occlusion restart, air detector in the return line, customized ACD control, adjustable flow rates for draw & return, volume measurement, cuff & prompt control & low ECV.

Microprocessor controlled, fully automatic separator with beautifully designed user interface and easy access touch screen, provides flexibility to operator for deciding the optimum quality products based on the donor information.

Continuous flow separation device which allows shortest collection time. For single needle (Avg 40-50min), for double needle (Avg 35-45min).

Utilizes a unique technology defined as 'Auto-Elutriation', that allows the instrument to maintain a constant HCT level of 35%, contributing to highest efficiency in case of plt collection  $\geq 70\%$  (among all other cell separators). For stem cell also, the efficiency is (for CD34 cells)  $\geq 65\%$ . Flexibility to blood bank, for carrying out single arm or double arm apheresis procedure, suitable to most of the donors thus avoids rejection.

Weight scale measurement to monitor each volume of blood components being collected and solutions being used during the procedure, hence adding to donor safety and consistency for quality products.

Leucoreduction for all platelet products to the range of  $< 5 \times 10^6$ , with the help of separation chamber design, 'Auto-elutriation' technique and dual stage centrifugation.

Maintains one of the lowest extra corporeal volumes (ECV) of about 200ml during each apheresis procedure (For DN-205ml, SN-209ml), ensuring donor safety. Also interface detection is inside the centrifuge compartment itself adding to short collection time. Also, RBC recovery is maximum during any apheresis procedure.

Has an inbuilt controlled feature of Cuff pressure & Prompt control to support the adequate blood flow during the aphaeresis procedure, adding to short collection time.

Has a beautifully designed 'Yield Estimator', helps in deciding and optimizing the product volume (storage fluid), yield, collection time, based on the donor information. Also, it helps operator to understand the post count, post hematocrit for the donor, contributing to donor safety and avoiding rejection.

Storing the last 30 procedure information such as Targeted yield, storage fluid volume, collection time, solution volumes used, etc. These procedures reports can be downloaded through an acquisition network system to a host computer.

10min battery backup to support the memory of the procedure, in case of power failure. The same allows the operator to restart the procedure during power loss from the same point where it halted.

Automatic disposable kit installation check, before prime to identify any errors and avoid wastage of same kit.

Peripheral Blood Stem cell (PBSC) or Mononuclear Cell (MNC) collection is fully automatic and double arm procedure, contributing to donor safety and short collection time.

Options available to collect double dosage, triple dosage of Plt Products & multiple components such as concurrent plasma and concurrent red cell in a single procedure.

Option to use Platelet additive solution (PAS) as a replacement of plasma for storage, to ensure minimized immunomodulation of patients.

Disposable kit set is primed with the help of both saline and ACD before the start of each procedure, to ensure kit sterility & functionality, adding to donor safety.

During each procedure, if any alarm conditions occurs, help menu is available on the display to guide the operator for resolving the same alarm.



Barcode reader option also available on request, allowing complete registration of procedure information to the machine. The same information is transferable to host computer through data acquisition software.

Electrical Requirements- Input voltage supply is single phase, 180-240VAC, 50-60 Hz. UPS of 2KVA with 10-15min backup recommended for smooth and continuous procedure.

Operating temperature range of 15.5-32.2 deg celsius, with relative humidity of 0-85%.

**Item No: 5**  
**CRYO SURGICAL UNIT FOR GYNAE USE**

1. Facility to cutoff gas line without closing cylinder while inter changing probes.
2. Twin Trigger system to frost and defrost.
3. Cleaning the inner hypodermic needle should be much easier
4. System should be operated by CO<sub>2</sub> or NO<sub>2</sub> gas.
5. Console to house cylinder with temperature indicator
6. Probes Tips: Exo Cervical, Endo Exo Endo cervical and long Endo Exo Cervical, HPV, Flat and Round in different sizes and shapes.
7. System high quality and reliability.

**Item No: 6**

**FULLY AUTOMATED BIO-CHEMISTRY ANALYSER –RANDOM ACCESS**  
**One unit with back-up unit of same specifications.**

1. **System:** Completely Open discrete, automated multi-channel random access with automatic rerun facility
2. **Throughput :** Minimum 400 photometric tests per hour
3. **On line tests and programmable parameters :** Minimum of 50 photometric tests with facility for calculated test, profiles and formulas for online and programmable parameters
4. **Assay Type :** End point, rate and fixed point type of assay
5. **Calibration possibility:** Linear Kinetic, one point, 2 point rate linearity facility
6. **Sample Disk :** More than 70 positions for routine tests with continuous loading facility
7. **Dedicated Stat Table :** Facility for on board refrigeration of reagents
8. **Sample Cups :** Facility for Primary tubes or sample cups of standard size
9. **Sample type :** Serum, urine, whole blood, CSF and body fluid should be assayed
10. **Sample Volume :** 25-250 micro litre sample volume
11. **Sample probe :** Probe with level sensor and washing
12. **Clot detection :** Clot detection with immediate alarm
13. **Reagent Volume:** Less than 260 microlitre/test
14. **Reagent Disk:** Refrigerated position for at least 70 reagent containers
15. **Reagent probe :** Probe with level sensor and washing

- 16. Reagent Stirrer:** Stirrer for proper missing of sample and reagent
- 17. Cuvette:** Permanent quart glass cuvette tubes with on board washing facility with de-ionised water and auto drain facility for the waste fluid
- 18. Reaction Temperature:** Reaction cuvette temperature control by dry bath incubator
- 19. Photometer:** A photometric range of 340 to 750 nm with diffraction grading and 12 fixed wavelengths
- 20 Absorbance range and sensitivity:** Photometric O.D range of 0-3. Sensitivity of 0.001 absorbance
- 21 Workstation:** Pentium based PC with 15 inch color monitor display with suitable UPS with 40 minutes back up and online 80 character line printer to hold continuous sheets of a normal size
- 22 Data Output:** Through display and on line 80 character line printer to hold continuous sheets of normal paper
- 23 Data storage:** Facility to store at least 25,000 sample data on hard disk
- 24 Quality Control:** Real time, individual and cumulative quality controls
- 25 Interface:** Should be able to connect with LAN system
- 26 Back up instrument:** Discrete analyzer with a throughput of 400 tests per hour without ISI
- 27 Deionizer:** Compatible Deioniser plant with sufficient storage facility.
- 28.** The system should have the facility to load a minimum of 20 emergency samples on a separate tray.
- 29.** Equipment should have reagent monitoring facility with message for replacement and display of reagent level.
- 30 Power Backup:** Compatible online UPS system with a back up time of 30 minutes
- 31 Warranty Clause:** Two years warranty
- 32** System should be CE/ FDA approved

**Item No: 7**  
**ECG MACHINE 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: 1/2, 1,2(cm/mV) , conversion deviation

**Item No: 8**  
**ELECTRO SURGICAL UNIT**

Should be suitable for all types of surgeries.

Digital system with automatic patient plate monitoring.

Display: Digital

Monopolar cut: 300 to 400 W

Not less than two blend modes

Provision for Spray, Dessication

Bipolar Coagulation

Facility for underwater cutting

Facility for simultaneous coagulation

Audio visual alarm for breakage of contact between patient and plate

**Accessories:**

Double pedal foot switch

Single Pedal Foot switch

Patient plate with cable x1

Autoclavable handles: 3 sets

Electrodes: 3 sets

Bipolar forceps with cord x 1

All accessories should be from same manufacturer to ensure compatibility.

All instruments should be autoclavable or Single Use. Single Use Disposables if offered should be sufficient for 20 surgeries.

The equipment should be US FDA Approved

Complete instruction and service manual should be supplied.

**Item No: 9**  
**ELISA READER WITH WASHER**

**1. Description of Function**

1.1 ELISA Reader is required to Read the Colour Density known as OD(Optical Density) in ELISA (Enzyme Linked Immuno-Sorbent Assay.)Plates.

**2 Operational Requirements**

2.1 Only ELISA Reader is required.

**3 Technical Specifications**

**3.1 OPTICAL SYSTEM**

Digital light control

8 measurement channels including 1 reference.

Single and dual wavelength measurement with facility for kinetic measurement

8 s maximum measurement time for single and dual wavelength and 5 s(+/\_1Sec.) for kinetic

Measurement Range 400-700nm

Indication Range 0-2.999 abs

Accuracy Plus/Minus 2% or Plus/Minus 0.005 abs

Resolution 0.001 abs

Inbuilt Filters: Narrow band interference

Should have the following filters – 405, 450, 492(+/-2nm), 540, 620 (+/-10nm) and 690 nm

Should measure end point, curves and kinetic.

### **3.2 SOFTWARE:**

Storage of immediately preceding measurement At least 15 user programmable tests permanently stored

Time programmable between each measurement. Agitation programmable before each reading

Bidirectional printer interface.

Data memory through computer

Built in Windows based software programming software.

### **3.3 MEASUREMENT MODES**

Plate shaking mode for sample mixing (selectable speed and time)

Flexible blank mode setting

Matrix Modes: Matrix -/x/t, Matrix-/0-0 (Range ),

Matrix-/f/(Floating cut off)

Difference Mode: Absorbance of each well in even numbered subtracted from those of odd numbered columns

Curve fit Modes: LIN/LIN.LIN/LOG.LOG/LOG or auto curve transformation with ability to add the standard curve; 8 to 12 way string orientation or kinetic modes

Table of optical densities, Delta DD, Graphic, Reaction rate/V-Max

3.4 Adjustable for different micro plate geometrics

3.5 Halogen Lamp 20 - 40 W.

3.6 16 digit alphanumeric fluorescent display

3.7 Membrane keyboard.

#### **Technical Specifications for washer**

Auto strip washer for 96 well plates / strips

1 x 8 strips/ 1x12 strips.

Dispensable wash volume 50 - 300 µl.

Residual wash Volume <0.5µl

Aerosol Shield for user safety.

In built shaking facility

4 System Configuration Accessories, spares and consumables

8-12 channel manifold, all tubing sets, wash, rinse and waste bottles

Maintenance kit to be provided.

#### **4 System Configuration Accessories, spares and consumables**

4.1 System as specified-

4.2 Halogen Lamps : 2

4.3 Printer inbuilt or external to be supplied along with 10 Rolls/Z Fold

4.4 Dust cover.

## 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 Resettable over current breaker shall be fitted for protection

6.3 Suitable voltage corrector/stabilizer

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

## 7 Standards and Safety

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

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

7.3 Should be FDA or CE or ISI approved product

## 8 Documentation

8.1 User/Technical/Maintenance manuals to be supplied

8.2 Certificate of calibration and inspection from factory.

8.3 List of Equipments available for providing calibration and routine 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 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.

### Item No: 10

### 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 (Halogen) with fibre-optic cable & back-up lamp

**Standard Accessories like :**

Foreign Body Retriever Forceps  
Tempo-nation Balloons  
Magnet Forceps  
Biopsy Forceps  
TBNA needles  
Cytology brushes(Disposable/Reusable)  
Coagulation Probes  
Sampling bottles  
Leakage tester

**Item No: 11**

**FIBRE OPTIC BRONCHOSCOPE WITH CAMERA**

**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 (Halogen) with fibre-optic cable & back-up lamp

**Standard Accessories like :**

Foreign Body Retriever Forceps  
Tempo-nation Balloons  
Magnet Forceps  
Biopsy Forceps  
Single Chip camera of high resolution > 500 lines  
Incorporate 1/3" high sensitivity CCD and should have anti moire filter  
C-mount camerahead to attach bronchoscope and 3 windows size.  
14" colour Medical grade LCD monitor for images

**Item No: 12**  
**GENERAL PURPOSE ULTRASOUND SYSTEM**

Ultra sound scanner

The following requirements must be met:

Scanner meant for radiology applications. This should be capable of performing state-of-the-art imaging primarily for abdominal applicators, but for also OB GYN, thyroid, testicles, breast, carotid and othr peripheral vascular applications.

- Image modes 2D (sector and linear array)

Doppler colour flow maping.

- Transducers number of transducer elements (64-128) number of measurement channels (64-128) phased and linear array transducers for 2D; 2D doppler. Following is the minimum requirement for transducers.

General purpose transducer 5 MHz sector transducer & 3.5 MHz linear array transducer.

Transducers (5-7.5 MHz) for small parts and vascular imaging- CW doppler probe.

Trans vaginal imaging probe

Trans rectal probe

- Imaging system;

Scan converter with 512 x 512 x 6 to 8 bit image memory. Pre and post processing capabilities.

Controls for time gaincompensation. (TGC) variable power , dynamic range and overall gain controls.

Adjustable transmit zone (specify transducers with this facility).

Dynamic receive focus (specify transducers with this facility).

Maximum display depth 24 cms.

Alpha numeric keyboard.

Digital calipers for linear, circumference and area measurements. Annotation capabilities.

Obstertric calculation package gestational age programs.

Pan zoom Features for real time and frozen images. (specify magnification)

Cardiac imaging option.

Pw Doppler analysis for carotid and peripheral vascular application.

Velocity versus time display with Variable sample volume and Variable or selectable wall filters for doppler.

Angle correction as well as frequency versus time display- simultaneous 2d-doppler.

- Imaging sector angle (45-90 degree)

- Monitor (single-dual) 12" (mini) patient data mode selector display.

- Image display (dual/quad).

- Audio for doppler – with head set.

General purpose biopsy guide with associated Software for visual guidance.

Small parts biopsy guide.

- Fetal m mode studies.

- Simultaneous m-mode 2d.
- Continuous cine loop.
- Colour flow mapping
- User programmable protocols.(specify)
- Archiving facility for 1000 frames programme leading through floppy computer with keyboard.
- Hard copy facility.
- B&w printer with roll dvd. Record with 100 dvd's.
- Replay frame grabber and analysis.
- Service documentation 2 sets.
- Essential set of consumables and accessories.
- DICOM ready.

**Item No: 13**  
**HEAMODIALYSIS MACHINE**

Machine should have facility for Acetate, Bicarbonate and Sequential dialysis (Isolated UF).

Can be linked with Patient Data Management System and should be up gradable to future software developments

The Hemodialysis Machine should have 20 Minutes Back up in the absence of power for Extra Corporeal Circuit (Screen, BloodPump, Venous & Arterial Pressure) to be monitored during the power failure.

**Technical Specifications**

Should have facility for conventional and High flux dialysis.

Machine should have bacterial filter (Pyrogen filters) before Dialysate going to dialyser

Should have Na, Bicarbonate and UF profiling (With Individual Programmable Profiling)

Dialysate temperatures selectable between 35 degrees C to 39 deg. C

Variable conductivity setting between 12.8 to 15.7

Should have variable dialysate flow 300 - 800 ml/mt

Heparin pump with syringe 20ml with pump flow rate from 1-10 ml/hr( 0.1ml increments)

Stroke pressure operated short term single needle dialysis (Optional)

Ultrafiltration 0.1 to 4 litres/hr.

Treatment parameter should be displayed by graph and digitally both.

Should have integrated heat (84 Deg C) with Therma, Citric & chemical disinfection facility.

Should have Drain facility

Should have accurate UF control

Online Kt/V should be available as standard Option

Should have automatic self test facility

Should have auto ON/OFF Facility



Easy to service, troubleshoot and calibrate

Blood pump rate from 15-600 ml/min adaptable to all standard A-V blood lines

Ability to monitor pulse rate and NIBP with graphic and tabulated trends.

Audio visual alarms on limit violation of conductivity, blood leak, air leak, transmembrane pressure alarms, Dialysis temperature alarm, dialysis can empty alarm, end of disinfection alarm, bypass alarm and blood pump stop alarm

### **Environmental factors**

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

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

### **Power Supply**

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

Should be CE approved product

Manufacturer/Supplier should have ISO certification for quality standards.

Shall comply with IEC 60601-2-16 SAFETY requirements of medical electric equipment part2-particular requirements for the safety of Haemodialysis equipment.

Should have local service facility .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

Documentation

## **Item No: 14 INFANT RESUSCITATOR**

Manometer Range: 20 to 80 cm H<sub>2</sub>O (-20 to 7.8 kPa)

Maximum Pressure relief should be 5 to 70 cm H<sub>2</sub>O at 8 LPM

Peak inspiratory Pressure (PIP) should be 5 to 70 cm H<sub>2</sub>O at 8 LPM

Positive-end expiratory pressure PEEP) should be 1 to 9 cm H<sub>2</sub>O at 8 LPM.

Gas inlet flow range:-

5 LPM (min) to 15 LPM (max) If the gas inlet flow rate increases from 5 to 15 LPM, the peak inspiratory pressure typically increases approximately 8cm H<sub>2</sub>O (0.8 kPa).

Delivered oxygen Concentration: - Up to 100% depending on gas supply

Operating time (400 L cylinder):- @ 8 LPM 50 minutes

Recommended body weight: - Up to 10 kg (22 lb)

Should be supplied with all related tubing's and consumable (Preferable reusable) for at least 50cases (application)

**Item No: 15**  
**LENSOMETER**

- Large measuring capacity (30mm to 90mm)
- LED Light source
- Power sources: Dry batteries or Ni-Cd rechargeable batteries with auto shut off
- Freely adjustable instrument tilt: 0-90 degrees
- Measures all types of lenses including progressive lenses
- PD Measurement available
- Built in thermal printer

**Item No: 16**  
**OPEN CARE SYSTEM**

It should micro processed control and Temperature range should be 25°C to 38°C

Temperature indication range 20°C to 45°C

Power Adjustment (Manual Mode) 0-100%

Display resolution Skin Temp. Should be 0.1°C

Control Precision (skin Temp.) +/- 0.2°C

Alarms: - Power failure

High temp. - +1°C +/- 0.2°C

Low temp. - -1°C +/- 0.2°C

Safety High temp. 15 Min. on Maximum power

Probe failure, dislodged skin probe

Manual Mode – Every 10 Min.

It should have indication for Heating Power bar graph, Sound inhibit, manual mode, servo mode.

It should have metabolic scale with capacity 7Kg display resolution 2gm.

Heater power 560 W

It should have rotary reflector 180°

Voltage 220 V 50/60 Hz

Height till mattress area should be 1000mm (+/-100mm)\*

Mattress dimensions 565mm X 810mm

Bed Inclination grade up to 12°

It should have height adjustment mortised

It should have X- ray cassette tray.

It should have 4 drawers with tray.

It should have observation lamp.

It should have blender set for O2 support with two flow meters with one humidification flask and O2 mask with 1.5 meter hose.

It should have aspirator with vacuum meter mounted on the front panel.

It should have gas panel with two O<sub>2</sub> and two compressed air and one vacuum outlet, ABNT slandered.

It should have I.V. Pole.

It should have upgar timer 0 to 10 Min.

It should have tray for monitor

#### **Item No: 17**

### **INDIRECT OPHTHALMOSCOPE**

Halogen binocular indirect ophthalmoscope 6V, 10W completely eliminated filament image, wide visual field with simple papillary distance adjustable.

Papillary distance: 50mm≈75mm

Output voltage: 3, 4, 5, 6V

#### **Accessories**

Transformer, red free filter

Cobalt blue filter, teaching mirror

Scleral depressor, spare bulb

Detachment chart (50 sheets)

Carrying case

Rechargeable battery pack

14 D aspheric lens

20 D aspheric lens.

#### **Item No: 18**

### **PHARMACEUTICAL REFRIGERATOR FOR O.T.**

Good quality double steel walled cabinet

Capacity 500 litre

Forced air circulation to maintain chamber temp. uniformity.

Temp. in range of 2 to 8 degree centigrade

Low noise level

Automatic defrosting & digital temp.display

Audiovisual alarm for low & high temp.

Input voltage 220 to 240 volts

Inbuilt electronic voltage stabilizer

#### **Item No: 19**

### **PORTABLE ULTARSOUND B & W**

- Portable ultrasound machine with biopsy attachment.
- Scanning mode: linear and convex
- Display mode: b mode, m mode and b+m
- Monitor screen should be 10" high resolution latest technology
- Display depth:25 cm max

- Magnification: 8 steps
- Facility for image zoom, image reverse, image freeze and image magnification, reduction
- Alphanumeric keyboard for character entry and character display
- Gynecology measurement facility for uterus, cervix, special probe for gynecology to be provided 3.5mhz linear probe, 3.5mhz convex probe, ultrasound gel, biopsy attachment and black and white video printer with at least 10 no. Rolls, mobile stand.

**Item No: 20****PORTABLE VENTILATOR (TRANSPORT)**

Principle: Pneumatically operated, time cycled, compact, user friendly, with suitable good quality carrying case.

Flow Rate: 10-95 L/min approx.

Insp. Time: 0.5-2.5 sec.

Exp. Time: 0.5-5.0 sec.

Peak Insp. Pressure: 50-60 cm H<sub>2</sub>O

Safety Feature: Battery Back up, Pressure Indicator.

Standard Accessories:

- a. O<sub>2</sub> Regulator
- b. Pipe lint Adapter
- c. High pressure Tubing with end fittings
- d. A breathing circuit with Nebulization Kit
- e. Expiratory Valve.

**Item No: 21****PORTABLE VENTILATOR**

The Ventilator should be portable.

The ventilator should be capable of ventilating from pediatric patients to adults.

The modes should include Assist Control, SIMV in Volume control and Pressure control modes.

It should also have CPAP and PSV available.

The tidal volume should range from 50ml to 2000ml.

Peak Inspiratory Pressure - 5 to 55 mbar

Pressure Support – 5 to 55 mbar

Insp. Time – 0.3 to 2.4 secs

Breath Rate – 0-60 BPM

Insp. Sensitivity – 1 to 5

Exp. Sensitivity – 5 – 95%

Flow Pattern should be Square, descending and Sinusoidal

PEEP should be 0.5mbar to 20mbar

Rise Time should be from 1 to 4 with increments of 1.

I:E ratio should be 1:4 to 1:1

I / T should be 20% to 50%

The Apnea time should be 1- 60 secs and backup rate of 5 to 40 BPM.

Vt SIGH should be in single to double multiplier of Vt.

The ventilator should have bright display with backlight

The ventilator should have Waveform display of Pressure Vs. Time and Flow Vs. Time.

Ventilator should be able to be used invasively through an artificial airway, or noninvasively through a mask or other noninvasive interface.

The ventilator should have choice to select the type of breathing circuit (Paed. OR Adult) for Circuit volume compensation.

The ventilator should have internal battery back up for at least 11 hours with Real-time battery life indicator

The ventilator noise level should be < 30 dBA at 1 m.

The ventilator should have Automatic atmospheric adjustment

The ventilator should have recording facility of patient data trends through USB for 3 months to 1 year time with following parameters;

Monitoring: pressure, inspired flow, exhaled flow and leak measurement

Trends: leaks, VTI, VTE, Rate, I/T, M. Vol, P MAX and PEEP measurements

### **Item No: 22**

#### **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. FiO<sub>2</sub> measurement from 21 to 100%
- I. Should have inspiratory trigger
- J. Should have exhalation trigger
- K. Should have sigh
- L. Should have integrated SpO<sub>2</sub> monitor
- 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 ,FiO<sub>2</sub>,SpO<sub>2</sub>,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:23**

#### **PULSE OXIMETER**

- It monitors from -neonate to adult.
- To track oxygen saturation even during low perfusion condition.
- Set seconds alarm management technology avoids unnecessary alarm & distraction during monitoring of severe motion patients.
- Display for better monitoring.
- Dual colour LED for differentiating normal mode & alarm mode.
- Internal battery provides minimum of 8 hours backup.
- 10 segment LED bar graph for pulse strength monitoring.
- Facility for computer interface & printer connectivity
- Individual alarm settings for Sao<sub>2</sub> & pulse rate
- Compact & light, easy to transport
- Pole mounting facility available for convenient monitoring
- Compatible with the complete range of disposable & reusable sensors.
- Built-in battery charger with charger indication.

**Item No: 24****QBC BLOOD PARASITE DETECTION SYSTEM**

Should supply complete system with UV Micro Adaptor, Illumination, Fibre Optic cable, Paraviewer, spare lamp, Immersion Oil, Centrifuge malaria atlas.

Paralens assembly consisting of Focusing lens, 470 nm – 490 nm wavelength, Excitation filter, dichroic beam splitter, 1.0 N.A, 60x oil immersion lens, 520 nm, wavelength barrier filter and standard royal microscopic threading.

Illuminator should have LED light source consisting of Rheostat controlled illumination.

Fibre Optic cable transmits white light illuminator.

Paraviewer tube holder for direct examination of capillary tube under the microscope.

Immersion oil (7cc)

ND =  $1.5150 \pm 0.0002$

ND temp coeff =  $-0.00031 / +\text{deg C}$

Ne =  $1.5180 \pm 0.0002$

Abbe Ve = 42.6

Nf-Nc = 0.0120

cSt =  $1250 \pm 10\%$

Flourescence = low

To be supplied with monocular microscope

System should have CE, GS, and UL certifications.

Enclose Gold standard products with supporting documents like traceability certificate and QC certificates.

Should provide FDA / CE certifications.

**Item No: 25****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, Heat-absorbing 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:26**

## **STREAK RETINOSCOPE**

The unique optical design provides the first truly bimodal Retinoscope with just a quick bulb change. A true streak or spot - no compromises.

### **Features**

- Brilliant, bright halogen illumination
- Earth magnetic signke control for rotation, convergence and divergence
- Double neutralization check makes it easier for students

Two position apertures that optimize brightness of the retinal reflex

### **Item No: 27**

## **SYRINGE PUMP**

Should be able to adopt syringes from 5 to 60ml horizontal

Programming : Should be ml/hr, ml/hr x volume limit & time x volume limit

Flow rate should be 450 ml/hr with 0.1ml/hr increment (independent of syringe capacity for all syringes)

Volume Limit should be 999.9 ml

Must have variable Occlusion Pressure at least 3 levels

KVO should be 1ml/hr or less

Bolus rate should be 450 ml/hr , minimum 1 ml

Volume x Time infusion mode limit : 0.1 to 999.9 ml and time 1 min to 99 hrs and 59 min.

Should have Check facility to recall programmed parameters

Special Functions Like : Clear Volume

Should have pre alarms such as End of Battery, End of Infusion, & visual & sound alarms like Syringe positioning error, occlusion, infusion completed, syringe error, programming error, Block error, clamp error , low battery etc

Flow rate deviation should not be more than +/- 1% of the programmed flow rate.

Battery Rechargeable with battery life 3hrs , Should be able to work on 230 Volts

Should have clear LED display.Syringe placement should be top loading.

Weight not exceeding 2.1 kg.

The product should have GMP, CE & ISO 13485 certifications



**Item No: 28**  
**TISSUE PROCESSOR**

**1 Description of Function**

1.1 Tissues from the body taken for diagnosis of disease processes are processed the tissue processor in the histology laboratory to process tissues prior to by 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 maintenancechecklist.

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: 29 TONOMATER**

- 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 FDA approved

**Item No:30**  
**TRACTION UNIT**

- Must be FDA approved decompression-traction unit
- Should able to deliver decompression therapy along with 3-channel of light therapy to muscle stimulation and blood circulation
- Should able to deliver light therapy treatment and decompression simultaneously.
- Should have a touch screen interactive display for easy treatment set-ups and easy angle selection and must come with treatment protocol manual
- Must provide along with the package Angle reference chart
- Should able to automatically calculate and digitally display the rope pull angle for decompression and traction as per the treatment protocol
- Must provide a 8"x 10' Infrared light Pad unit for muscles relaxing and muscle spasms
- Must have built in training information for traction and light therapy protocols
- Should provide protocol manual for light therapy and lumbar and cervical protocol manual
- Must be a build in computerized software package and protection against accidental setting of force-must have a safety switch for emergency shut of
- Should come with Flexion stool, Knee bolsters, Cervical pillow, Ankle bolsters, and decompression belts thoracic and pelvic.
- Should provide with a 4 section motorized table hi/lo with clamps, frame attachments for connecting the traction unit

· Should be a certified class device with all CE mark and US FDA approved Unit, and must provide proprietary certificate and IEC 60601-1(CE) and CSA/NRTL

**Item No: 31**  
**TRANSPORT INCUBATOR**

Built-in membrane pump & receiver bottle complete within the incubator chassis, with ECG, SPO<sub>2</sub>, NIBP monitor.

Oxygen flow meter & 1 lit O<sub>2</sub> cylinder with clear front panel display of pressure completely integrated within the incubator.

Manual temp. setting with over temp (40° C) audible & visual alarm.

Internal lighting

Removable infant tray.

Special straps to fix the transport incubator securely to all stretchers in both ambulance & helicopters.

Harness to secure the infant on the tray.

Power supply: Main supply and dry battery (12V) or mains power supply of ambulance/automobile/helicopter.

Should have a 25x10 mm rail at the back of transport incubator.

Relative humidity up to 60% C distilled water.

Weight with 1 lit O<sub>2</sub> tank not to exceed 25 kgs.

Unit should be completely detachable from trolley for putting in plane.

Unit should be complete with all accessories and startup kit, extra dry battery for 12 hours work, probes electrodes etc.

**Item No:32**  
**TUBOPLASTY SET**

Allis forceps 6"- 4

Aneurysm needle ( curved to left )- 2

Aneurysm needle ( curved to right )- 2

Artery forceps mosquito curved- 12

Artery forceps mosquito straight- 8

Babcock 6"- 4

Dissecting forceps Adson Plain- 2

Dissecting forceps Adson Toothed -2

Needle holder mayohegar 6"- 2

Needle holder curved 8"- 2

Probe with director- 4

Probe grooved 6"- 2

Langenback retractor medium -4

Round ligament forceps- 2

Scissors fine curved 5" -2

Scissors fine straight 5"- 2

**MICRO TUBOPLASTY**

Micro forceps without teeth -2

Micro forceps with teeth -2

Retracting rod 0.5", 2", 3" , 6"- 2

Tubal scissor- 2

Irrigator- 2

Blunt probe ligature conductor -2

Irrigator cannula 19 g -2

Irrigator cannula 20 g -2

Irrigator needle -2

## 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 \_\_\_\_\_

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

Signature of Tenderer \_\_\_\_\_

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

Seal of the Tenderer \_\_\_\_\_

## B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5										
				Price per unit (Currency)										
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	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	
													In foreign currency	In Indian Rupees
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	=(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) \_\_\_\_\_ (In figures and words) plus

\*\* (B) In Indian Rupees : column 4 x (b+f+g+h+i) Rs \_\_\_\_\_ (In figures and words)

**Note: -**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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
6. 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 Tenderer \_\_\_\_\_

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

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

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

1	2	3	4					5
Item Sl. No.	Brief Description of the 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 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	
			a	b	c	d	e	

\* After completion of Warranty period

**NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual 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).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) x 7 (days) x 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during 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 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	
			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: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

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

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

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

Sl. No.	Consignee Code	Consignee Name & Address
1	Adityapur	Medical Superintendent ESIC Hospital Adityapur, Jamshedpur, Jharkhand-831013 Ph: 0657-2383866; Fax: 0657-2383866
2	Baddi	Medical Superintendent ESIC Hospital Baddi, Himachal Pradesh
3	Basai	Medical Superintendent ESI Hospital Ring Road, Basaidarapur New Delhi - 110 015 Ph: 011-25100664
4	Bhiwadi	Medical Superintendent ESIC Hospital Bhiwadi, Rajasthan
5	Faridabad	Medical Superintendent ESI Hospital NH-3, Faridabad
6	Ludhiana	Medical Superintendent, ESIC Hospital, Ludhiana, Punjab
7	Manesar	Medical Superintendent ESIC Model Hospital Manesar, Haryana
8	Noida	Directorate Medical Noida, ESIC Model Hospital Sector 24,Noida-UP
9	Andheri	Medical Superintendent ESI MODEL HOSPITAL CUM ODC Central Road, Near Marol Bus Stand Andheri (E), Mumbai – 400 093 022-28367206
10	Bapunagar	Bapu Nagar Medical Superintendent ESIC Hospital Bapunagar, Ahmedabad Ph: (079) 22743935, 22745770, 22741866

Sl. No.	Consignee Code	Consignee Name & Address
11	Joka	Medical Superintendent ESIC Hospital & Occupational Disease Centre (E.Z.) Diamond Harbour Road Joka, Kolkata - 700 104 Ph: 033-2467 1764
12	MGM parel	Medical Superintendent ESIC-PGIMSIR MGM Hospital Dr. S.S. Rao Road Parel, Mumbai- 400 012 022-24132575/81
13	Nacharam	Medical Superintendent ESIC Model Hospital, Nacharam, Hyderabad-76 Ph: 040-20081274; Fax: 040-27173315
14	Naroda	Medical Superintendent, ESI General Hospital, Near Railway Crossing, Himmatnagar Highway, Naroda, PO: Kubernagar,Ahmedabad-382340 (Gujrat) Phone: 079-22812333/36
15	Peenya	Medical Superintendent ESIC Hospital, Peenya, Bangalore-58
16	Tirunelveli	Medical Superintendent ESIC Hospital Tirunelveli, Tamilnadu Ph: (0462) 2332105, 2332106, 2332107

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