

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-07/09-10



BY

HLL Lifecare Limited

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

Procurement & Consultancy Services Division

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INDEX

Section	Topic	Page No.
Section I	– Notice inviting Tender (NIT) -----	03
Section II	– General Instructions to Tenderers (GIT) -----	06
Section III	– Special Instructions to Tenderers (SIT) -----	22
Section IV	– General Conditions of Contract (GCC) -----	23
Section V	– Special Conditions of Contract (SCC) -----	38
Section VI	– List of Requirements -----	39
Section VII	– Technical Specifications -----	41
Section VIII	– Quality Control Requirements -----	59
Section IX	– Qualification Criteria -----	60
Section X	– Tender Form -----	62
Section XI	– Price Schedules -----	63
Section XII	– Questionnaire -----	67
Section XIII	– Deleted	
Section XIV	– Manufacturer’s Authorisation Form -----	68
Section XV	– Bank Guarantee Form for Performance Security /CMC Security -----	69
Section XVI	– Contract Form (A & B) -----	70
Section XVII	– Proforma of Consignee Receipt Certificate -----	74
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	75
Section XIX	– Details of Shipping arrangement for Liner Cargoes in respect of C&F/CIF/ TurnkeyF.O.R. Contracts for Import-----	77
Section XX	– Check List for the Tenderers -----	81
Section XXI	– Consignee address -----	84

SECTION I

NOTICE INVITING TENDERS (NIT)

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

B-12, Sector-59, Noida-201 301

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Dated: 22.07.2009

1. Procurement & Consultancy Services Division of HLL Lifecare Limited (Formerly Hindustan Latex Limited), for and on behalf of Director General of Employee State Insurance Corporation (ESIC), invites sealed tenders, from eligible and qualified tenderers for supply of following **medical equipment** for ESIC Hospital & Occupational Disease Centre (E.Z.) at Joka, Kolkata (India):

Sl. No.	Short Description of items	Quantity	EMD Amount (INR)
1	ANESTHESIA WORKSTATION	2	60,000.00
2	HORIZONTAL RECTANGULAR STERILIZER	1	12,000.00
3	VENTILATOR (I.C.U) - HIGH END	2	60,000.00
4	SEMI AUTOMATIC MOTORIZED ROTARY MICROTOME	1	7,000.00
5	HISTOPATHOLOGY GROSS LAB WORK STATION	1	10,000.00
6	BINOCULAR MICROSCOPE	1	2,000.00
7	MOBILE C-ARM IMAGE INTENSIFIER	1	70,000.00
8	800mA DIGITAL RADIO-FLUOROSCOPY X-RAY SYSTEM WITH IITV	1	240,000.00
9	COMPUTED RADIOGRAPHY	1	120,000.00

2. Tender No.: HLL/PCD/ESIC-07/09-10

Sl No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	24.07.2009 to 25.08.2009, during 1000 Hrs. to 1600 Hrs. (IST)
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited Procurement & Consultancy Services Divn. B-12, Sector-59, Noida -201 301
iii.	Cost of the Tender Enquiry Document	Rs. 3,000.00/ USD 75.00
iv.	Pre Tender Meeting Date & Time	06.08.2009, 1430 Hrs. (IST)
v.	Pre Tender Meeting Venue	Same as given in 2 (ii)
vi.	Closing date & time for receipt of Tender	26.08.2009, 1300 Hrs. (IST)
vii.	Time and date of opening of Techno-Commercial tenders	26.08.2009, 1400 Hrs. (IST)
viii.	Venue of Opening of Techno-Commercial Tender	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 or www.lifecarehll.com and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited (Formerly Hindustan Latex Limited), Procurement and Consultancy Division, B-12, Sector -59, Noida -201301, 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.

For and on behalf of **Employee State Insurance Corporation**
Head (P & CD)
HLL Lifecare Limited,
Procurement and Consultancy Division
B-12, Sector -59, Noida -201301,
Uttar Pradesh

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

Sl. No.	Topic	Page No.
A	PREAMBLE	
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	TENDER ENQUIRY DOCUMENTS	
8	Contents of Tender Enquiry Documents	10
9	Deleted	--
10	Clarification of Tender Enquiry Documents	11
C	PREPARATION OF TENDERS	
11	Documents Comprising the Tender	11
12	Tender Currencies	12
13	Tender Prices	12
14	Indian Agent	14
15	Firm Price / Variable Price	14
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)	15
20	Tender Validity	16
21	Signing and Sealing of Tender	16
D	SUBMISSION OF TENDERS	
22	Submission of Tenders	17
23	Late Tender	17
24	Alteration and Withdrawal of Tender	17
E	TENDER OPENING	

25	Opening of Tenders	17
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	18
27	Preliminary Scrutiny of Tenders	18
28	Deleted	--
29	Deleted	--
30	Discrepancy between original and copies of Tender	19
31	Qualification Criteria	19
32	Conversion of Tender Currencies to Indian Rupees	19
33	Deleted	--
34	Comparison of Tenders	19
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	19
36	Tenderer's capability to perform the contract	19
37	Contacting the Purchaser	20
G	AWARD OF CONTRACT	
38	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	20
39	Award Criteria	20
40	Variation of Quantities at the Time of Award	20
41	Notification of Award	20
42	Issue of Contract	21
43	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	21
44	Return of EMD	21
45	Publication of Tender Result	21
46	Corrupt or Fraudulent Practices	21

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**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 4 days prior to the scheduled date 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 (Un priced).
- 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) ii) & 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.

14. Indian Agent

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

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

15. Firm Price

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

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

16. Deleted

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

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

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

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

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

19. Earnest Money Deposit (EMD)

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

19.2 Deleted

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

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

19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi.

19.5 Deleted.

19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

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

20. Tender Validity

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

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

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

21. Signing and Sealing of Tender

21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

21.2 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate". Duplicate tenders may contain all pages including Technical Literature/Catalogues as in Original tenders.

21.3 The original and duplicate copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

21.5 The tenderer is to seal the original and copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of the purchaser and the tender

reference number on the envelopes. The sentence “NOT TO BE OPENED” before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope along with envelope containing EMD, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

- 21.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as **‘Techno - Commercial Tender’**, and the second part **‘Price Tender’** as specified in clause 11 of GIT. Tenderer shall seal **‘Techno - Commercial Tender (along with envelope containing EMD)’** and **‘Price Tender’** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Lifecare Limited, Procurement and Consultancy Division, B-12, Sector -59, Noida -201301, Uttar Pradesh**. In case of bulky tender, which can not 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-12, Sector -59, Noida -201301, 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

- 23.1 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

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

27. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 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, 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. Deleted
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**
- 34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.
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.
- 35.3 Deleted
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.

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**

Sl No.	Topic	Page
1	Application	24
2	Use of contract documents and information	24
3	Patent Rights	24
4	Country of Origin	24
5	Performance Security	24
6	Technical Specifications and Standards	25
7	Packing and Marking	25
8	Inspection, Testing and Quality Control	26
9	Terms of Delivery	26
10	Transportation of Goods	26
11	Insurance	27
12	Spare parts	27
13	Incidental services	28
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	28
15	Warranty	29
16	Assignment	30
17	Sub Contracts	30
18	Modification of contract	30
19	Prices	31
20	Taxes and Duties	31
21	Terms and mode of Payment	31
22	Delay in the supplier's performance	33
23	Liquidated Damages	34
24	Termination for default	34
25	Termination for insolvency	35
26	Force Majeure	35
27	Termination for convenience	35
28	Governing language	36
29	Notices	36
30	Resolution of disputes	36
31	Applicable Law	36
32	General/Miscellaneous Clauses	36

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, trade marks 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

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under 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.

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

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

10.3 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 of 2 (Two) years** 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 years** from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.
- 16. Assignment**
- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
- 17. Sub Contracts**
- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").
- 18. Modification of contract**
- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier

- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) On delivery:

90 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any;
- (v) Insurance Certificate as per GCC Clause 11;
- (vi) 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) Certificate of origin
- (x) 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 on proof of 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 Comprehensive Maintenance Contract Charges:

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

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non-transferable LC shall be opened by 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.

23. Liquidated damages

23.1 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.

SECTION - VI
LIST OF REQUIREMENTS

Part I:

Sl. No.	Short Description of items	Quantity
1	ANESTHESIA WORKSTATION	2
2	HORIZONTAL RECTANGULAR STERILIZER	1
3	VENTILATOR (I.C.U) - HIGH END	2
4	SEMI AUTOMATIC MOTORIZED ROTARY MICROTOME	1
5	HISTOPATHOLOGY GROSS LAB WORK STATION	1
6	BINOCULAR MICROSCOPE	1
7	MOBILE C-ARM IMAGE INTENSIFIER	1
8	800mA DIGITAL RADIO-FLUOROSCOPY X-RAY SYSTEM WITH IITV	1
9	COMPUTED RADIOGRAPHY	1

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 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 earliest delivery period).

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V:

Comprehensive Maintenance Contract (CMC) as per details in General Technical Specifications para 4.

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

Section – VII

Technical Specifications

Item Sl. No .01

ANESTHESIA WORKSTATION

ANESTHESIA WORKSTATION, COMPACT INTEGRATED SYSTEM CAPABLE OF WORKING WITH CIRCLE, OPEN, BAIN'S CIRCUIT WITH INTEGRATED VENTILATOR.

Description of function:

Anaesthesia machine is used for delivering anesthesia agents to the patients during surgery and monitors the vital signs and ventilates the patient.

Technical specifications:

Frame:

- Anaesthesia system should be high-end three-gas system with three gases Oxygen, Nitrous Oxide and Medical Air double scale flow meter with high and low flow and minimal flow provisions.
- System should be designed such that all components are integrated to minimize dead space.
- Should have an independent Oxygen flow meter for Oxygen delivery and an integrated variable flow suction unit.
- Anaesthesia machine should have high-grade reinforced fibre frame free from oxidation. It should have three drawers, one retractable writing table, and rigid top tray.
- System should have at least three drawers and an additional writing surface that can be easily accessed.
- Drawers shall all have the ability to lock, and shall be easily removed for the purposes of cleaning and sterilization.
- Pipeline, cylinder and Airway pressures should all be displayed on colour coded gauges and be visible at all times during operation.
- Should have provision to attach 2 cylinders 1 each for O₂ and N₂O.
- Should have facility of delivering basal flow of oxygen on switching on the machine.
- System shall have a second user accessible port for extraction of Anesthetic gas when using a non- rebreathing patient circuit. System should also provide the option of returning sample gas to the scavenging system with a dedicated port.
- A single pneumatic/electric on/off switch should activate the gas flow and vaporization.
- The unit should have a battery back up facility for the ventilator in the event of power loss and should operate for a minimum of one hour.
- In the event of complete power loss and battery failure it shall still be possible to manually ventilate and deliver anaesthetic agent.
- System should have easily accessible common gas outlet in the event of an emergency and for use of alternate breathing circuits.
- Should have unlockable Oxygen flush to deliver oxygen flow of approximately 40L/min.
- Should have built in safety features like O₂ failure alarm, N₂O cutoff, Low O₂ pressure etc.,
- Should have motion sensitive back lighting for vaporizer dial adjustment. Should also have mandatory illumination of the writing table.
- The frame should have integrated power outlets to supply a minimum of four external devices.
- Should have locking of the front castors by a single central brake mechanism.

- System should be designed to be mounted on pendants.

Gas Flow

- The unit shall have a mechanical hypoxic guard system to control the ratio of Oxygen and Nitrous oxide to ensure a minimum of 25% of oxygen delivery at all times to avoid delivery of hypoxic mixture.
- It shall be possible to deliver Air with only basal flow oxygen independent of the above mentioned hypoxic control.
- Gas flow shall be controlled mechanically to avoid errors during power failure and electronic malfunction.
- Visual display of the gas flow shall be by physical means independent of electrical power.
- Cascade or dual flow tubes should be available for all gases to allow suitable resolution and accurate control at low total fresh gas flows.
- The unit should have an independent measurement and display of fresh gas flow offering safety for low and minimal flow anaesthesia.
- A bag arm with height and positional adjustment shall be available as an option.

Vaporizers

- The unit should accommodate two vaporizers for anesthetic agent delivery to allow easy selection of agent to be used. A third vaporiser storage area shall be available as an option.
- Vaporiser should be selectatec type, tool free installation and vaporiser of our choice can be mounted at will with interlocking facility to allow operation of only one vaporiser at one time.
- Vaporizers supplied with the unit shall be routine maintenance free for the life of the product.
- Should provide Isoflurane and Sevoflurane key filled vaporisers.

Breathing System

- All parts of the breathing system that are in contact with patient gas should be latex free and autoclavable. Should not require tools when dismantled for cleaning and sterilization.
- Should accept large and small volume absorber canisters.
- The ventilator bellows shall be clearly visible and should ascend on expiration to provide a quick visual indicator for system leaks.
- Breathing system should have the option of CO₂ Absorber bypass control that will allow the absorber canisters to be removed without introducing system leaks.
- Should have bag / vent selecting valve integrated onto the absorber and should automatically turn on the ventilator when positioned to vent mode.

Ventilation

- Ventilator should be pneumatically driven, electronically controlled and should be ascending bellows type.
- Ventilator should automatically change drive gas should there be a gas depletion.
- Ventilator should have the following ventilation abilities, volume control, decelerating flow pressure control, SIMV with pressure support and pressure support.
- Ventilator should be capable of ventilating diverse range of patient groups from neonates to patients with restrictive airways with tidal volume range between 20 ml to 1500 ml with single bellows system.
- Assisted modes of breathing should be flow triggered.
- Ventilator shall have an active proportional exhalation valve to prevent the potential of over delivery during pressure modes of ventilation.

- Ventilator should have a leak and compliance test that can be done independently of the full system check.
- On switching on, the ventilator system should be able to and shall give the user a choice of doing a unit test or bypassing in the case of an emergency.
- Ventilator shall compensate for fresh gas flow and compliance of the entire circuit dynamically.
- Measurement at the patient end of the circuit (sensor at the patient end) should be provided to compensate for small leakages and compressible volume variability that occur during ventilation.
- User should also have the option of setting a pre set compliance correction where similar circuits are used constantly.
- Should provide constant fresh gas flow into the breathing circuit during the inspiratory phase as mandatory.
- Ventilator should have the ability to set and store a hospital default as well as individual user preferences for easy selection of ventilation parameters and include screen layout, alarm preferences and ventilation settings.
- Apnea alarms must be user adjustable to allow for all operating conditions and phases during Anesthesia.
- Ventilator should have the ability to display and store Patient Spirometry loops including Flow-Volume and Pressure Volume curves.
- Ventilator should also display waveforms for flow and airway pressure.

Integrated Monitoring system:

- Anesthesia Monitoring system should be of modular type and capable of monitoring adult, pediatric and neonatal patients. Should be from the same manufacturer as the anesthesia system.
- Monitor should have minimum 12” independent flat panel display with multi color to ensure all parameters are visible simultaneously.
- Module rack / housing should be independent and shall be able to be placed near to the patient.
- Should be capable of 8 traces display. Should have facility to monitor: ECG, NIBP, SpO₂, Respiration, Invasive pressures (3), temperatures (2), Capnography and Bispectral index. Should have Cardiac output port enabled.
- Should have automatic identification and measurement of anesthetic agents, EtCo₂, O₂ and N₂O and MAC value.
- Should have depth of anesthesia monitoring using Bispectral index.
- Cardiac output monitoring facility using thermo dilution technology with all accessories.
- ECG should have capability for 3, 5 and / or 10 lead monitoring and should have built in arrhythmia monitoring on all 12 leads
- Inbuilt ST segment analysis and arrhythmia detection for all the leads should be available.
- Should have haemodynamic, oxygenation and drug dose calculations.
- EtCO₂ should have both mainstream and side stream in one module.
- Respiration should be available with Cardio Vascular Artifact filter.
- OCRG should be available for monitoring neonates.
- Alarm parameter should flash red in the presence of high priority alarms (e.g. ventricular fibrillation and asystole) and flash yellow in the presence of medium or low priority alarms (e.g. noisy signal, etc.)
- 24 hours trend data should be displayed.
- All monitors including central station should have similar user interface for easy usage among all clinicians. Modules should be compatible with transport monitors if required.
- Monitor shall provide capability to remote view of real time waveforms via the internet. Should be able to upgrade to software for electronic flow sheet and full disclosure of all waveforms.
- On-screen keyboard for entering this data is preferable. Should have USB ports to connect mouse, key board, bar code scanner.

- Alarm limit status (ON/OFF) must be indicated on-screen for each parameter and actual parameter alarm settings must be displayed on-screen when alarms are on.
- Position of the displayed waveforms and color of the waveform must be user configurable.
- Monitor shall permit the optional ability to receive and display information from other patient devices such as ventilators, infusion pumps and other standalone devices.
- All modules should be compatible with all monitors quoted.
- Should be supplied with necessary accessories for adult, pediatric and neonatal accessories.
- Should have ISO / CE / FDA certifications.
- Should be compatible with HIS, HL7 compliant and have RS232
- Monitor should have capability to accommodate remote viewing of real time waveforms through Internet.

Accessories and spares

- ECG / respiration: 5 lead ECG cable and lead wire set and 10 lead ECG cable and lead wire set per monitor
- NIBP: Adult: 2 sizes and Pediatric 2 sizes and neonatal, 1 size per monitor
- SPO₂ Sensor: Adult sensor with cable, pediatric sensor with cable and neonatal sensor with cable per monitor
- IBP: Include 10 nos of disposable pressure transducer with bracket and interface cable per Monitor
- Temperature: Skin and nasopharyngeal probes per monitor
- BIS: 25 nos of disposable sensors per monitor

Environmental factors:

- Safe disposal system: AGSS – Anesthetic Gas Scavenging System, should be in place
- The unit shall be capable of operating continuously in ambient temperature of 10C to 40C and relative humidity of 15-90%.
- Shall meet IEC 60601-1-2:2001 (Or equivalent) general requirements of safety for electromagnetic compatibility.

Acceptance tests as per International Standard should be carried out at manufacturing facility as well as installation site (including all Safety and QA tests)

Item Sl. No. 02

HORIZONTAL RECTANGULAR STERILIZER

HORIZONTAL HIGH PRESSURE HIGH VACUUM PULSATING VACUUM RECTANGULAR STERILIZER

Specifications

- Sliding door sterilizer
- The sterilizer should have the following types of cycles:
 1. 121° C pre-vacuum
 2. 134° C flash
 3. 134° C express
 4. 134° C pre-vacuum
 5. 121° C gravity

- It should also include a leak test cycle and a Bowie-Dick test cycle.
- Chamber to be fully jacketed and constructed from 316 stainless steel.
- Capacity should be approximately 400 liters.
- The control to include a digital screen, printer and graphic display.
- The digital screen to display all the cycle parameters (pressure temperature, time etc) as well as the different phases of the cycle. All the sterilizer functions, including cycle initiation and cycle configuration should be operated by the control board.
- An internal battery back up for all cycle memory for long term storage data. If a power failure occurs during a cycle, the battery back up system should ensure that the cycle memory will be retained and proper cycle completion should occur when power is restored.
- The door gaskets are actuated by pressurized air against the door providing a pressure tight seal. Mechanical system to prevent door from closing if an object remains in the door opening.
- Vacuum system – the unit should have pressure gauges to indicate the chamber and the jacket pressure. **Should have pre/post vacuum cycle for drying under vacuum.**
- Built in thermocouples for validation.
- Temperature sensor to be installed in the chamber drain and in the jacket for monitoring the temperature.
- Unit should be supplied with loading and unloading carts and transfer carriage and loading baskets.
- All the process walls should be SS and should work with external pneumatic air supply
- Steam generator with water softener and filters- Loading/unloading trolleys, loading baskets to be supplied.
- On site training for users and service personnel.
- The unit supplied with all spares which are consumable in nature and the user can replace them.
- Should have ISO/CE/FDA certificate (Copy Enclosed)

Acceptance tests as per International Standard should be carried out at manufacturing facility as well as installation site (including all Safety and QA tests)

Item Sl. No. 03

VENTILATOR (I.C.U) - HIGH END

1 Description of Function	
1.1	ICU ventilators provide artificial respiratory support to the critical patients in the Intensive Care Units.
2 Operational Requirements	
2.1	Microprocessor Controlled ventilator with integrated facility for Ventilation monitoring suitable for New born to adult ventilation.
3 Technical Specifications	
3.1	Standard hinged arm holder for holding the circuit
3.2	Colored TFT screen, 12 Inch or more
3.3	Facility to measure and display a) End tidal CO2 with capnography. b) 3 waves- Pressure and Time, Volume and Time and Flow and Time. c) 3 loops- P-V, F-V, P-F with facility of saving of 2 Loops for reference.

	d) Graphic display to have automatic scaling facility for waves e) Status indicator for Ventilator mode, Battery life, patient data, alarm settings, clock etc		
3.4	Trending facility for 24hours		
3.5	Automatic compliance & Leakage compensation for circuit and ET tube		
3.6	Following settings for all age groups. a) Tidal Volume 10 - 2000 b) Pressure (insp) c) Pressure Ramp d) Respiratory Rate e) SIMV Respiratory Rate f) CPAP/PEEP g) Pressure support h) FIO2 i) Pause Time j) Pressure & Flow Trigger		
3.8	Modes of ventilation a) Volume controlled b) Pressure Controlled c) Pressure Support d) SIMV (Pressure Control and volume control) with pressure support e) CPAP/PEEP f) Inverse Ratio Ventilation g) Advanced mode like pressure controlled volume guaranteed h) Non Invasive ventilation i) APRV		
3.9	Apnea /backup ventilation		
3.10	Expiratory block should be autoclavable and no routine calibration required		
3.11	Should have the ability to calculate / Procedure a. Facility to calculate lower and upper inflation point b. Occlusion Pressure c. Spontaneous Breathing trial		
3.12	Nebuliser with capability to deliver particle size of < 3 micron & to be used in both Off and On line		
3.13	Automatic Patient Detection facility preferable		
3.14	Integrated Medical Air Compressor. (Price to be quoted separately) a) Integrated Medical Air compressor b) Snap fit with the Ventilator module to provide an oil free Medical air. c) Peak output flow should be minimum 160 LPM. d) Air quality should comply with ISO compressed air purity class. e) Medical Air Compressor should automatically activate in the event of wall air supply loss. f) Replacement of internal filters should be performed without removing the compressor		

3.15	Technical Specifications for reusable face mask & nasal mask. Reusable face & nasal mask with textured dual flap silicone cushion flap for easy fit. Removable forehead support and pad to match the angle of patient's forehead Stability Selector for easy fit and angle. Ball & Socket headgear attachments. Should be autoclavable.		
3.16	Battery back up for minimum 1 hour		
3.17	RS 232 interface for communications with networked devices.		
3.18	Automatic patient detection facility preferable.		
4 System Configuration Accessories, spares and consumables			
4.1	ICU Ventilator - 01		
4.2	Adult and Paediatric autoclavable silicone breathing circuits – 02 each		
4.3	(a) Reusable Masks (Small, Medium, Large) with each machine. - 02 sets each (b) All Accessories for non invasive ventilation – 2 sets		
4.4	Medical Air Compressor. (Price to be quoted separately)		
4.5	Humidifier -Servo controlled with digital monitoring of inspired gas temperature complete with heating wire - 02		
4.6	Filter paper for humidifier for 100 uses - 01		
5 Environmental factors			
5.1	The unit shall be capable of being stored continuously in ambient temperature of 0 -50 deg C and relative humidity of 15-90%		
5.2	Shall meet IEC-60601-1-2: 2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.		
5.3	The unit shall be capable of operating continuously in ambient temperature of 10 - 40deg C and relative humidity of 15-90%		
6 Power Supply			
6.1	Power input to be 220-240VAC, 50Hz		
6.2	Suitable UPS with maintenance free batteries for minimum one-hour back up should be supplied with the system.		
6.3	Resettable overcurrent breaker shall be fitted for protection		
7 Standards, Safety and Training			
7.1	Certified to be compliant with ANS/IEC60601.2.12-01 Medical Electrical Equipment—Part 2-12; Particular Requirements for the Safety of Lung Ventilators—Critical Care Ventilators		
7.2	Should be FDA or CE approved product		
7.3	Certified to be compliant with ISO-7767 for Oxygen monitoring.		

7.4	Should meet IEC 529 Level 3 (IP3X)(spraying water) for enclosure protection, water ingress.		
7.5	Back to back warranty to be taken by the supplier from the principal to supply spares for a minimum period 10 years.		
7.6	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.		
8 Documentation			
8.1	Certificate of calibration and inspection from factory.		
8.2	List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.		
8.3	User Manual in English		
8.4	Service manual in English		
8.5	Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.		
8.6	List of important spare parts and accessories with their part number and costing.		
8.7	Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.		
8.8	Back to back comprehensive warranty to be taken by the supplier from the principal to supply spares for minimum 10 years.		

Item Sl. No. 04

SEMI AUTOMATIC MOTORIZED ROTARY MICROTOME

1. Semi automated motorized rotary microtome along with manual operation having microprocessor controlled panel with via operating panel.
2. Precise Micrometer feed system via stepper motor permits precision sectioning selectable at least from 1.0—60 micron in 0.5 micron increments.
3. Trimming section selectable from 2 micron onwards.
4. The maximum vertical specimen stroke length of at least 70mm, larger specimen can be sectioned. The specimen holder should be clamp type and can hold 60 mm size block.
5. Suitable Knife holder for high profile and low profile should be provided.
6. The specimen retraction should occur on return stroke.
7. Knife angle position locking facility should be provided.
8. Cold light source.
9. Precise specimen orientation with zero point indication, with an orientation 8 ° X-Y axis helps in making perfect orientation of the sample for sectioning.
10. Disposable blade holder with lateral displacement feature that can hold both high and low profile blades and knife holder which can accommodate 16 cm C& D type knives.
11. Knife holder should be vibration free.

12. Integrated section waste tray.

Essential Accessories price for each unit to be quoted separately:

1. Microtome disposable blades (high profile coated) – 20 packets (50 blades /pack) [1000 nos.]
2. Microtome disposable blades (Low profile coated) – 2 packets (50 blades /pack)
3. C type Knife 16 cm - 3 Nos.
4. Cold plate (Dry Type).
5. Suitable UPS with one Hour backup

Should have ISO/CE/FDA (Enclosed copy)

Acceptance tests as per International Standard should be carried out at manufacturing facility as well as installation site (including all Safety and QA tests)

Item Sl. No. 05

HISTOPATHOLOGY GROSS LAB WORK STATION

Well illuminated Programmable work station for Histology gross examination and sectioning of tissue specimens:

- The unit should be re-circulating type.
- Abundant fluorescent light directed to the work station
- The unit should be fixed height work surface with options for height adjustment.
- Large Sink (14"x16"x7.5" or 35.6x40.6x19.1cm) with rapid positive drainage having hot and cold water faucet.
- Two deep shelves should be present
- Vacuum breaker – protected water supply should be present.
- Panel and Table top should be made up of Type 304 Stainless Steel.
- Downdraft Ventilation should be provided.
- Formalin Disposal should be provided.
- Vacuum-breaker-protected cold / hot water faucet
- Ventilated base cabinet should be provided.
- Magnetic instrument bar, Polyethylene dissecting board, towel bar and dispenser and centimeter ruler should be provided.
- Appliances should be plugged directly into the unit
- Hand-free faucet control with infrared signal to activate water
- Quiet, efficient fume removal measuring less than 65 decibels
- Validated airflow with easy access frontload filters
- Ventilated base cabinet.
- Hand spray with stainless steel head
- Bracket for Camera and monitor
- Downdraft ventilation should be standard.
- Should be complete with magnetic tool bar, integral centimeter rulers, tea strainer, and paper towel dispenser
- Quick and easy installation
- Optional replacement filter, magnifier lamp, camera bracket, monitor bracket and keyboard bracket should be quoted.
- Should have ISO/CE/FDA/BIS Approved (Enclosed Certificate).
- Provide Operator's manual and Service manual – English language
- Suitable OnLine UPS with one hour back up.

Item Sl. No. 06**BINOCULAR MICROSCOPE WITH 300 INCLINATIONS**

- Binocular for bright-field, dark field, phase contrast and fluorescence application.
 - Microscope basic stand with 30W.
 - Transmitted light illumination. Coaxial double Knob focusing
 - Lift approx.20mm,5-fold revolving nosepiece, fixed.
 - Objective condenser height displacement with rack and pinion and right/left.
 - Control, Condenser holder with dovetail and centering device for interchangeable condensers.
 - Transmitted light illumination with collector and 12V 30W halogen lamp, incorporated field diaphragm, removable for mirror adaptation. Supply unit for the 12 V / 30W lamp, incorporated and regulating.
 - Mechanical stage for right hand operation, without object holder, fixed mounted to the stage holder. Scanning area 76x52 mm;
 - Spare Halogen lamp 12 V / 30 W
 - Lamp housing with 30 W lamp complete
 - Lamp source : 220 V / 50 Hz.
 - Illuminator for incident fluorescence, for 2 filter systems;
 - Blue filter dark stop commutable; light trap to avoid external light.
 - Filter system for blue excitation.
 - Tube trinocular with fixed photo tube , tube lens 00/1x, **30° inclination**, automatic constant sharpness at eye width from 55 to 75 mm; beam splitter for camera.
 - Object holder for 2 specimens for mechanical stage.
 - Universal Condenser.
 - Dust cover
 - Objective 5 x 0.12.
 - Objective 10 x 0.25
 - Objective 40 x 0.65.
 - Objective 100 x 1.25 Oil immersion.
 - 10 ml Immersion oil
 - Pair of eyepieces 10 x /20
 - Power supply : 240 V / 50 Hz.
- **All lenses and optics should be imported.**
- Compatible and appropriate Hi-quality Digital Camera (12 Megapixel or more) along with couplers, all connecting cables, computer connectivity and Price should be quoted separately.**

Item Sl. No. 07**MOBILE C-ARM IMAGE INTENSIFIER**

Sl. No.	Features
1	Generator Microprocessor controlled High Frequency generator with 2.5 Kw or More with integrated beam filters to reduce patient skin radiation dose
2	Collimator: IRIS or multi leaf
3	X Ray mode (kV & mA range): KV- range 40- 110KV Fluoroscopy- a) Fluoroscopy should not exceed 5 mA . b) Pulsed Fluoroscopy with last Image Hold Radiography – Radiographic mode for cassette exposures: minimum of 20mA
4	Image Intensifier: 9”or More Triple Mode Image Intensifier with CCD Camera
5	Image Processing: a) Minimum 12 bit Digital Fluoroscopy Imaging Unit with dedicated video pipe-line processor b) Archival memory CD/DVD mode. c) Detachable Cassette holder for film recording.
6	Image Display: Two 19” TFT/ LCD High resolution mounted adjustable arm on Console, high contrast and flicker free Monochrome Monitors of at least 1024 X 1024 matrix with automatic adaptation of monitor brightness to ambient light
7	System Functionality: Vertical, Horizontal and Orbital Travel should be available. C arm rotation 130 degree or more.
8	The System should be DICOM ready
9	Accessories: 1. Wrap around light weight vinyl Lead Aprons with 0.5 mm lead equivalence certified by BARC or AERB or ISO : 6 (Six Nos.). 2. Suitable UPS with one-hour battery backup. 3. Laser light aiming device preferable
10	Warranty 1. WARRANTY and CMC should be for complete system including x-ray tubes, detectors, Cables, grids and all vaccumatic items and accessories.
11	<i>Acceptance tests as per International Standard should be carried out at manufacturing facility as well as installation site (including all Safety and QA tests)</i> <i>The unit Should be AERB approved</i> <i>Should have ISO/CE/FDA approved (Enclosed Copy)</i>

Item Sl. No. 08

800mA DIGITAL RADIO-FLUOROSCOPY X-RAY SYSTEM WITH IITV

1. General

- State of the art system capable of all types of examinations.

2. Table:

- The patient should be accessible from back & front.
- +90°/-15° tilting facility.
- The under table spot film device should have a travel of at least 100 cm.
- Table top should have a 4 way movement with longitudinal movement 75 cm./75 cm. head end/foot end with fast speeds for peripheral angiography. Full coverage of patient should be possible without having to reposition the patient.
- Spot film device with formats 4, 3, 2 etc. Capable of taking different size cassettes.

3. X – Ray Unit:

- High frequency generator, 800mA or more with 80 KW output.
- X – Ray tube with small and large focal spots loading of 30 KW & 80 KW respectively.
- Tube collimator with IRIS collimation.
- Pulsed fluoroscopy facility at various rates for X-Ray dose reduction. Clearly specify the pulse rates with effective X-Ray dose reduction.

4. Imaging System:

- At least 30 cm. image intensifier (under table position)
- High resolution high line (at least 1000 lines) rate video camera.
- Separate live and reference image monitors mounted on trolley, 19-inch or more flat screen display.

5. Ceiling suspended tube system:

- Tube carriage with telescopic arm.
- Tube should be the same as the main table with motorized collimator.
- Vertical Bucky facility should be available.

6. Digital System

- High resolution digital system with image acquisition in 1024 × 1024 matrix grey scale of 10 bit and multi image display.
- DSA facility with Pixel-shift, roadmapping, Peak Opacification.
- Interface to the DICOM Camera
- Patient directory, annotation etc.
- Acquisition rate of at least 6 frames/sec
- Image storage capacity of 500 images of 1k x 1k.
- CD-R archiving facility.

7. Control console

- Control console with 19-inch or more flat screen monitor. (Two monitor with in the examination room as a ceiling suspended boom
- Image evaluation software.
- Archiving facility for images.

8. Wall Stand: (Optional and price should be quoted separately)

- a. Vertical Bucky travel atleast 150 cm
- b. Oscillating Grid

9. Essential accessories:

- i. Stabilizer built-in.
- ii. Lead Glass window 100 cm ×120 cm.
- iii. Lead Apron **12 (Twelve)** nos. light-weight type.
- iv. Foot switch for fluoroscopy & radiographic acquisition in examination room.
- v. UPS for the computer system with 30 mins back up

10. System guarantee with all Parts, accessories including X-Ray tube.

11. Complete set of service manual (Hard /Soft copy) shall be supplied in duplicate.

12. Users training shall be provided at site.

13. System should be AERB approved and should have ISO/CE/FDA (Enclose copy)

13. *Acceptance tests as per International Standard should be carried out at manufacturing facility as well as installation site (including all Safety and QA tests)*

Item Sl. No. 09

COMPUTED RADIOGRAPHY

Specifications for State of the art Latest Generation Computed Radiography (CR) system for high resolution Digital radiography

Features Remarks

Technical Requirements - CR system configuration shall include:

- a) Imaging plates (IP)
- b) Image reader system
- c) CR workstations
- d) RIS interface
- e) Remote ID and Preview stations
- f) Accessories and consumables
- g) Laser Imager

CR Compatible imaging plates (**Unit cost of each CR plate to be Quoted**)

Following sizes are required -

- a) 35 cm x 35 cm - 1 2Nos.
- b) 24 cm x 30 cm - 12 Nos.
- c) 18 cm x 24 cm - 12 Nos.
- d) 15 cm x 30 cm - 6 nos.
- e) 35 cm x 43 cm – 6 nos.
- f) 30 cm x 37.5 cm – 6 nos.

Image plate storing Rack- one (Price to be quoted separately)

Image reader shall meet the Functional requirements:

- a) Various image-processing protocols available for the respective regions of the body
- b) IP processing rate should be about 90 plates / hour
- c) Mechanism for accepting exposed Imaging Plates with out patient demographics, for Causality /Trauma workflow requirement
- d) Mechanism for Re-routing the newly acquired Images to the preconfigured CR workstation
- e) Capability of retrieving (Service Intervention) at least last 10 scanned images, as part of contingency plan.

- f) Capability for quick check of the image and exam data of at least the last 4 Imaging Plates scanned at the x- ray room
- g) Protocol for verifying the connectivity status of configured image destinations
- h) Spatial resolution of the digital image shall preferably be 2kx2kx16 bits for optimal resolution.

Identification and Preview

System Functional requirements:

- a) Capability of interfacing to HL7, Non-HL7, Proprietary, DICOM Work list or user defined Windows/DOS /Linux based interface protocols to HIS/RIS.
- b) Please specify whether you have tested interfacing with HL7-DICOM Bridge.
- c) Mechanism for retrieving Demographics of at least last 10 patients identified on a particular Identification Terminal.
- d) Customizable Graphic User Interface (GUI) in Identification station with facility of selecting DICOM print & Storage destination.
- e) Indication of Over Exposure on the preview module.
- f) Mechanism for User release from Preview terminal in case of Auto-routing Images to Pre-defined DICOM Destinations.
- g) Customizable Graphic User Interface (GUI) for Preview terminal.
- h) Solution for storing patient demographic data for multiple exams in RIS/non RIS environment.
- i) It should be possible to put a custom configurable data field in the demographic information of the patient linked with the image.

Software

System should include the following Software applications:

Please list all the optional software(s) which are available with you for enhancing the workflow and service in the Digital Radiology environment for the following

1. Advanced Processing Software
2. Application Software
3. Connecting Software
4. Visual Output Software
5. Quality Monitoring Software

The system should include the following SW applications as standard:

Full Leg/Full spine image processing.

Quality Control software.

1. Software, which enables to see in the preview terminal the deviation from normal exposure and with the details of the deviation on the CR workstation.
2. Software masking of the collimation areas.
3. Special attention should be placed on pediatric applications.
4. Software for storing images on any DICOM 3 (or newer versions) compliant stations.
5. Software for printing on any DICOM printer.

CR Workstation

System configuration requirements:

- a) Accept images from CR Reader without any loss of data
- b) Capable of Archiving & Printing selected image to a standard DICOM destination in DICOM 3.0 Format.
- c) Storing images in the local disk for pre-defined period.
- d) Mechanism for accepting New images when the local disk is full
- e) Should include 21” antiglare flicker free TFT/LCD color monitor (1.2K X 0.78K resolution)
- f) Should include 21” Monochrome antiglare flicker free Medical Grade TFT/LCD monitor with at least 2k X 2k resolution.

- g) DVD Burner
- h) **240** GB or more on board storage

System Functional requirements:

- a) Support DICOM Work list or user defined Windows/Dos based interface to HIS/RIS
- b) Mechanism for retrieving Demographics of atleast last 10 patient identified on that Terminal.
- c) Customizable Graphic User Interface with facility of selecting DICOM print & storage destination.
- d) Indication of Over Exposure on the preview module.
- e) Mechanism for User release in case of Auto-routing Images to Pre-defined DICOM Destinations.

Functional requirement for CR workstation:

- a) Built in routine for using predefined image processing parameters for image quality enhancement.
- b) Mechanism for storing the Patient image based on name, date, exam, etc.
- c) Capability of storing user defined image processing parameters.
- d) Capability of overwriting predefined image parameter with user-defined parameters & storing these two images separately.
- e) Correcting typographically in Patient Demographic module, in case the RIS connection was down and manually data entry was done.
- f) Capability of changing W/l, Flipping, Rotating, Zooming, Collimating Annotating incoming image.
- g) Auto-routing incoming image to predefined DICOM Store (SCP storage) or Print Destination (SCP Print Destination)
- h) Mechanism for printing Multiple Images in one film, with the possibility of slide and True Size printing
- i) Compatible DVD Writer along with relevant software to be quoted separately.

Laser Imager System Configuration requirements:

Print Images from CR Workstation

- a) Capable of Printing Images in DICOM 3.0 format
- b) Mechanism to print images 14x 17,11X14, 8 x 10 film sizes simultaneously.
- c) Resolution should be 600 dpi or more
- d) Capable of handling mammography plates.

Functional requirement for Laser Imager:

- a) Capable of Printing images in High quality
- b) Mechanism for printing images in 14 x 17,11X14 and 8 x 10 film sizes simultaneously.
- c) Mechanism for Printing Multiple Images in one film, with the possibility of slide printing.

Provision for Distributed CR System should be present. Please quote price separately for additional workstation image reader preview stations and **image planes**.

Warranty/AMC: All items and accessories should covered under warranty

Please list all the Optional software's, which are available with you for enhancing the workflow and services in the Digital Radiology environment.

Price to be Quote separately for additional laser imagers.

Price for On line UPS with one hour back up for complete system should be quoted.

System should have CE/FDA approval

**Review station at key areas – qty 04 nos. (in OPD, OR, DOCTOR'S room etc.)
(Unit Price of review stations to be quoted separately)**

PC based DVD reader image manipulating software and high definition monitor (1.2K ×0.78K) (approx).

Acceptance tests as per International Standard should be carried out at manufacturing facility as well as installation site (including all Safety and QA tests)

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

- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Turnkey details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The 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 of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser/Consignee)	Order number and date	Description 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-12, Sector -59, Noida -201301, 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	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)	Packing and Forwarding charges (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (e)	Unit Price (at Consignee Site) basis (Rs.) (g) =a+b+c+d+e	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					6			
				Price per unit (Currency)								
Item Sl. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	FOB price at port/airport of Lading	Insurance & Freight	CIP Port of destination by Air/sea	Custom Duty amount with CDEC as applicable (to be reimbursed by the purchaser) ** (d)	Custom Clearance & Handling Charges ** (e)	Loading/ unloading/ inland transportation /insurance & incidental cost till consignee's site ** (f)	Incidental Services (Installation, commissioning, supervision, Demonstration & training) at the consignee's site ** (g)	Unit price on DDP at at consignee's site (h) = (c+d+e+f+g)	Total price on DDP at consignee's site 4 x 5 (e)
				(a)	(b)	(c) = (a +b)						

** To be paid in Indian Currency (Rs.) _____
 Total Tender price in foreign currency: _____
 In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section-XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of DDP at consignee site as per INCOTERMS.
4. The bidders break up of prices under various columns are for comparison of prices till delivery of goods at consignee's site for tender evaluation and will be allowed on actual basis subject to bidders quoted prices as ceiling under various heads which will be adjusted later against balance payment.
5. The quoted price should be bidders best lowest rate supported with original proforma invoice from the foreign manufacturers
6. All the components of the DDP price will be paid by the tenderer, 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.

Indian Agent Name: _____

Indian agent commission -----% of FOB.

Custom Duty with CDEC as applicable -----% of CIP Value {Column 5(c)}

Signature of Tenderer _____

Place: _____

Signature of Tenderer _____

Date: _____

Name _____

Business Address _____

Seal of the Tenderer _____

C) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1 Item Sl. No.	2 Brief Description of the Goods	3 Quantity (Nos.)	4 Comprehensive Maintenance Contract Cost for Each Unit year wise*.					5 Total Comprehensive Maintenance Contract Cost for 5 (or as specified) Years [3 x (4a+4b+4c+4d+4e)]
			1 st a	2 nd b	3 rd c	4 th d	5 th 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 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-12, Sector -59, Noida -201301, 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.

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 be valid up to 30 (thirty) months from the date of Notification of Award i.e up to ----- (indicate date)

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

.....
Name and designation of the officer

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

**SECTION – XVI
CONTRACT FORM - A**

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

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

Contract No _____ dated _____

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

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

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

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

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

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

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

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

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

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

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

Received and accepted this contract

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

For and on behalf of _____
(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B
CONTRACT FORM FOR COMPREHENSIVE MAINTENANCE CONTRACT

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

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

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

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

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

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance and labour, after satisfactory completion of Warranty period may be quoted for next 5 (or as specified) years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Batteries for UPS, other vacuummatic 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 in good condition:

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

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No _____ dated _____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) nos.: _____

(d) Quantity: _____

(e) **Bill of Loading/Air Way Bill/Railway**

Receipt/ Goods Consignment Note no _____ dated _____

(f) **Name of the vessel/ Transporter:** _____

(g) **Name of the Consignee:** _____

(h) **Date of commissioning and proving test:** _____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

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

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

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

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

Signature

Name:

Designation with stamp

Explanatory notes for filling up the certificate:

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

SECTION – XIX

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

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

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

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

2. SHIPMENT FORM PORTS OF U.K. INCLUDING NORTHERN

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

3. ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

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

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

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

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

4. SHIPMENT FROM POLAND & CZECHOSLOVAKIA

- (i) IMPORTS FROM POLAND

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

(ii) IMPORTS FROM CZECHOSLOVAKIA

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

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

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: TRANSCART, 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 fully accepted delivery period as per TE document?			
12.	Have you accepted the warranty/CMC as per TE document?			
13.	Have you accepted all terms and conditions of TE document?			
14.	Have you fully accepted payment terms as per TE document?			
15.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
16(a)	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?			
16(b)	Have you submitted copy of the order(s) against the above end user certificate (s)?			
17.	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 Code	Consignee Address	Tel/ Fax No.
JOKA	Medical Superintendent ESIC Hospital & Occupational Disease Centre (E.Z.) Diamond Harbour Road Joka Kolkata - 700 104	Phone: 033-2467 1764 Fax: 033-2467 2795

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