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-85/11-12

BY

HLL Lifecare Limited

(A GOVT. OF INDIA ENTERPRISE & Formerly HINDUSTAN LATEX LTD.)
Procurement & Consultancy Services Division
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SECTION I

NOTICE INVITING TENDERS (NIT)

1. Tender Enquiry No. HLL/PCD/ESIC-85/11-12 Date: 28.12.2011

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

S.NO	ITEM DESCRIPTION	QTY. (Nos.)	EMD (Rs)
1	Opthalmic Operating Microscope	1	120,000
2	A Scan and B Scan	1	20,000
3	Noncontact tonometer	1	11,000
4	Radiovisiography (RVG) with CPU and desktop	1	12,420
5	Automated Hematology Analyzer with Reticulocyte count (5 part)+Auto smear maker & stainer	1	40,000
6	Automated Hematology analyzer (3 Part)	2	20,000
7	Semi Automated Coagulometer	2	4,000
8	Binocular Microscope	2	2,000
9	Blood gas with electrolyte analyzer	1	12,000
10	Fully automated hormone analyzer	1	50,000
11	Deep Freezer (-20deg C to -70deg C)	1	2,000
12	Electrolyte Analyzer (ion selective)	2	8,000
13	Fully automatic random access biochemistry analyzer	1	60,000
14	Semi Auto Analyzer	1	4,000
15	centrifuge 24 buckets	3	2,400
16	Refrigerators/Cold Storage 2-8deg C 340 liters	6	3,000
17	FESS Set Complete with High Defintion Camera (Imported) with Micro Debrider (Imported)	1	27,000
18	HPLC Machine for Thallasemia Studies	1	40,000
19	Open Care System	1	14,000
20	Tympanometer	1	3,000
21	Surgeons Chair	1	2,000
22	Opthalmology Operating Microscope	1	40,000
23	Multipara Monitor/Vital Sign Monitor	1	10,000
24	Cold Pack Unit	1	2,600

S.NO	ITEM DESCRIPTION	QTY. (Nos.)	EMD (Rs)
25	CPM Unit	1	10,000
26	Dental Sterilizer	1	10,000
27	Hot Pack Unit	1	2,000
28	Neonatal Monitor	1	7,500
29	OAE Tester-Hearing Screener	1	8,400
30	Anaesthesia Machine with circle Absorber	1	40,000
31	Neonatal Resuscitation Unit	1	4,000
32	Anaesthesia Ventillator	1	30,000
33	Electric Drill	1	64,000
34	Pulse oximeter	2	2,000
35	Binocular Microscope	1	1,500
36	Vacuum Extractor	1	9,000
37	Vaginal Hysterectomy Set	2	2,800
38	Multipara Monitor with Central Station	5 (1)	43,000
39	Respirator Ventilator Critical	2	52,000
40	Portable X Ray Machine with Lead Apron	1	4,340
41	Ultrasonic Cutting and Coagulation Instrument (Harmonic Knife)	1	44,000
42	OT Table for Minor OT	1	4,500
43	Minor Surgery Instrument Set	1	5,020
44	Radiovisiograph	1	6,000

2. Tender No.: HLL/PCD/ESIC-85/11-12

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	29.12.2011 to 18.01.2012, in all working days, during 10:00am to 4:00pm (IST)
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited Procurement & Consultancy Services Divn. B-14A, Sector-62, Noida -201 307
iii.	Cost of the Tender Enquiry Document	Rs. 3,000.00/ USD 75.00
iv.	Time and date of Pre-bid meeting	09.01.2012at 11.00am(IST)
v.	Closing date & time for receipt of Tender	19.01.2012at 2.00pm(IST)
vi.	Time and date of opening of Techno-Commercial tenders	19.01.2012at 2.30pm (IST)
vii.	Venue for Pre-bid Meeting & Techno-Commercial Tender Opening	Same as given in 2 (ii)

3. Interested tenderers may obtain further information about this tender from the office of Head (P&CD), HLL Lifecare Ltd., Noida. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs. 3,000.00/ USD 75.00 per set in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of **"HLL Lifecare Limited"** payable at New Delhi**.**

4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers and by international airmail to the foreign tenderers, for which extra expenditure per set will be Rs 100.00 for domestic post and USD 50.00 for international airmail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above. However, HLL Lifecare Ltd. shall not be responsible for any postal loss/delay.

5. Tenderer may also download the tender enquiry documents from the web site www.esic.nic.in or www.lifecarehll.com and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.

6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above

7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, Sector-62, Noida -201307, Uttar Pradesh** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.

8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.

9. The Tender Enquiry Documents are not transferable.

10. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

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

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

CONTENTS

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

(i) "T E Document" means Tender Enquiry Document
(ii) "NIT" means Notice Inviting Tenders.
(iii) "GIT" means General Instructions to Tenderers
(iv) "SIT" means Special Instructions to Tenderers
(v) "GCC" means General Conditions of Contract
(vi) "SCC" means Special Conditions of Contract
(vii) "DGS&D" means Directorate General of Supplies and Disposals

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

2. Introduction

2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia,* the required quantity, delivery schedule, terms and place of delivery.

2.2 This section (Section II - "General Instructions to Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

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

3. Deleted

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

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

8. Content of Tender Enquiry Documents

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

Section II – General Instructions to Tenderers (GIT)
Section III – Special Instructions to Tenderers (SIT)
Section IV – General Conditions of Contract (GCC)
Section V – Special Conditions of Contract (SCC)
Section VI – List of Requirements
Section VII – Technical Specifications
Section VIII – Quality Control Requirements
Section IX – Qualification Criteria
Section X – Tender Form
Section XI – Price Schedules
Section XII – Questionnaire

Section XIII – Deleted
Section XIV – Manufacturer's Authorisation Form
Section XV – Bank Guarantee Form for Performance Security/CMC Security
Section XVI – Contract Forms A & B
Section XVII – Proforma of Consignee Receipt Certificate
Section XVIII – Proforma of Final Acceptance Certificate by the consignee
Section XIX – Details of Shipping arrangement for Liner Cargoes in respect of C&F/CIF/Turnkey/F.O.R. Contracts for Import
Section XX – Check List for the Tenderers
Section XXI – Consignee List

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

9. Deleted

10. Clarification of TE documents

A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond to such request provided the purchaser receives the same minimum 1 (one) hour prior to the scheduled time of pre-bid meeting. Clarification for the same will be published on the websites as mentioned in para 5 of NIT (Section I) within 4 days after the prebid meeting.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

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

A) <u>Techno – Commercial Tender (Un priced Tender)</u>

i) Earnest money furnished in accordance with GIT clause 19.
ii) Tender Form as per Section X.
iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation in the prescribed format as per Section - XIV.
v) Power of Attorney/Authorisation in favour of signatory of TE documents.
vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
vii) Performance Statement as per section IX along with relevant copies of purchase orders and end users' satisfaction certificate.
viii) Price Schedule(s) as per Section XII filled up with all the details including Qty., Make, Model, Contry of origin, etc. of the goods offered with prices blank (without indicating any prices).
ix) Certificate of Incorporation of the bidder.
x) Checklist as per Section XX.
xi) Statement of deviations parameter wise from tendered technical specifications, if any.

B) Price Tender:

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

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

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

11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

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

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

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

13 Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, it should be clarified as "NA" by the tenderer.

13.2 The tenderer has the option to submit its quotation for any one or more item (s) in the List of Requirements. However, separate sealed cover to be used for each item for price bid.

13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

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

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

If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.4.1 **For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner**:

a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
b) any sales or other taxes and any duties including excise duty, which will be payable on the finished goods in India if the contract is awarded;
c) charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
f) the price of CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

a) the price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Price Schedule;
b) the amount of freight and insurance and price of goods quoted CIP port of entry in India as indicated in the List of Requirements and Price Schedule;
c) the **price of goods quoted should be on DDP basis at consignee site in India** as indicated in the List of Requirements, Price Schedule and Consignee List;
d) wherever applicable, the amount of custom duty with CDEC applicable on CIP value on the goods to be imported; ESIC will issue Customs Duty Exemption Certificate (CDEC) where applicable.
e) the charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to Consignee Site, as specified in the List of Requirements and Price Schedule;
f) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
g) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
h) the price of CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 Excise Duty:

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices

quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

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

13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

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

13.5.5 Customs Duty:

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

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

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

14. Indian Agent

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

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

15. Firm Price

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

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

16. Deleted

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

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

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

documents to establish technical responsiveness of the goods and services offered in its tender.

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

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

19. Earnest Money Deposit (EMD)

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

19.2 Deleted

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

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

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

19.5 Deleted.

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

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

20. Tender Validity

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

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

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

21. Signing and Sealing of Tender

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

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

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

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

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

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

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

22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

23. Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

24. Alteration and Withdrawal of Tender

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

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Preliminary Scrutiny of Tenders

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

27.2 Deleted.

27.3 Deleted

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

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

(i) Tender form as per Section X (signed and stamped) not enclosed
(ii) Tender is unsigned.
(iii) Tender validity is shorter than the required period.
(iv) Required EMD have not been provided.
(v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation as per Format given in Section XIV.
(vi) Tenderer has not agreed to give the required performance security.
(vii) Goods offered are not meeting the tender enquiry specification.
(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, DDP clause, Delivery period clause, dispute resolution mechanism applicable law.
(ix) Poor/ unsatisfactory past performance.
(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
(xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
(xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements for the quoted item (s).

28. Deleted

29 Discrepancies in Prices

29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

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

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Deleted

34. Comparison of Tenders

Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on **Delivery Duty Paid (DDP)** consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

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

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

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

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

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

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract or within one-year from the date of Notification of Award.

41. Notification of Award

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within twenty-one (21) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

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

42. Issue of Contract

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

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

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

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

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

44. Return of E M D

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:
   (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
   (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

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

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

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

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

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

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

3. Patent Rights

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

4. Country of Origin

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

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

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

5. Performance Security

5.1 Within twenty-one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

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

a) It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee.
b) In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

5.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into Comprehensive Maintenance Contract as per the 'Contract Form - B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:
Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the

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

a. contract number and date
b. brief description of goods including quantity
c. packing list reference number
d. country of origin of goods
e. consignee's name and full address and
f. supplier's name and address

8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

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

10. Transportation of Goods

Instructions for transportation of imported goods offered from abroad:

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

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

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

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

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

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

11. Insurance:

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

i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

ii) in case of supply of the imported goods on DDP Basis, the supplier shall arrange and pay for marine/ air insurance making the consignee as beneficiary. The additional extended

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

12. Spare parts

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

a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:

i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

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

13. Incidental services

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

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

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

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee

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

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

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

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

B) For goods imported from abroad

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

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

15. Warranty

15.1 The supplier warrantscomprehensivelythat 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, Defribrillator internal paddles, chart recorders, ventilator reusable patient circuits, servo humidifier with chamber, electrodes and probes for blood gas analyser, MRI coils.
vii. All kinds of flat panel sensors and cassettes for Digital Radiography & Computer Radiography systems and patients handling trolleys, etc.
viii. Printers and imagers including laser and thermal printers with all parts.
ix. UPS including the replacement of Batteries.
x. Air-conditioners

c. Replacement and repair will be under taken for the defective goods.
d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.The penalty clause for non-rectification will be applicable as per tender conditions

15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the **warranty for the rectified/replaced goods shall be extended to a further period as mentioned under clause 15.2** from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods

15.8 The Purchaser/Consignee reserve the rights to enter into **Annual Comprehensive Maintenance Contract** between Consignee and the Supplier for the period as mentioned in General Points for Technical Specifications, **Section VII (para-4)**,after the completion of warranty period.

15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipmentssupplied by them to the purchaser for **10 (ten) years** from the date of installation and handing over.

15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
b) Mode of packing,
c) Incidental services to be provided by the supplier
d) Mode of despatch,
e) Place of delivery, and
f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) On delivery:

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

b) On Acceptance:

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

B) Payment for Imported Goods:

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

a) On delivery:

Ninety (90) % of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

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

b) On Acceptance:

Balance payment of 10 % of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through

irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

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

d) Payment of Indian Agency Commission:

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

C) Payment of Turnkey, if any:

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

D) Payment for Annual Comprehensive Maintenance Contract (CMC) Charges:

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

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

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

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

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

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

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

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

21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
(b) Delay in supplies, if any, has been regularized.
(c) The contract price where it is subject to variation has been finalized.
(d) The supplier furnishes the following undertakings:

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

22. Delay in the supplier's performance

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

(i) imposition of liquidated damages,
(ii) forfeiture of its performance security and
(iii) termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date

of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

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

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

22.6 Passing of Property:

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

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

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

23. Liquidated damages

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

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

24. Termination for default

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

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit

and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

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

25. Termination for insolvency

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

26. Force Majeure

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

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

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

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

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

27. Termination for convenience

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

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

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

28. Governing language

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

29. Notices

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

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

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. The jurisdiction for the settlement of disputes will be at New Delhi, India.

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

30.3 Venue of Arbitration: The venue of arbitration shall be New Delhi, India.

31. Applicable Law

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

32. General/ Miscellaneous Clauses

32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

32.3 The Supplier shall notify the Purchaser/Consignee of any material change would impact on performance of its obligations under this Contract.

32.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards

the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

32.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.

32.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

32.7 All claims regarding indemnity shall survive the termination or expiry of the contract

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

For GCC Clause No. 15.8:

After completion of Warranty period Annual Comprehensive Maintenance Contract (CMC) to be quoted as mentioned in General Technical specifications Section VII (Para-4) for all the items except for items at sl. no. 37 & 43.

SECTION - VI

LIST OF REQUIREMENTS

Part I:

S.NO.	ITEM DESCRIPTION	QTY. (Nos.)	CONSIGNEE CODE
1	Opthalmic Operating Microscope	1	Bhiwadi
2	A Scan and B Scan	1	Bhiwadi
3	Noncontact tonometer	1	Bhiwadi
4	Radiovisiography (RVG) with CPU and desktop	1	Bhiwadi
5	Automated HematologyAnalyzer with Reticulocyte count (5 part) + Auto smear maker & stainer	1	Peenya
6	Automated Hematologyanalyzer (3 Part)	2	Peenya
7	Semi AutomatedCoagulometer	2	Peenya
8	Binocular Microscope	2	Peenya
9	Blood gas with electrolyte analyzer	1	Peenya
10	Fully automated hormone analyzer	1	Peenya
11	Deep Freezer (-20deg C to -70deg C)	1	Peenya
12	Electrolyte Analyzer (ion selective0	2	Peenya
13	Fully automatic random access biochemistry analyzer	1	Peenya
14	Semi Auto Analyzer	1	Peenya
15	centrifuge 24 buckets	3	Peenya
16	Refrigerators/Cold Storage 2-8deg C 340 liters	6	Peenya
17	FESS Set Complete with High Defintion Camera (Imported) with Micro Debrider (Imported)	1	Rajinagar
18	HPLC Machine for Thallasemia Studies	1	Manicktala
19	Open Care System	1	Manesar
20	Tympanometer	1	Manesar
21	Surgeons Chair	1	Ezhukone
22	Opthalmology Operating Microscope	1	Ezhukone
23	Multipara Monitor/Vital Sign Monitor	1	Thane
24	Cold Pack Unit	1	Tirunelveli
25	CPM Unit	1	Tirunelveli
26	Dental Sterilizer	1	Tirunelveli
27	Hot Pack Unit	1	Tirunelveli
28	Neonatal Monitor	1	Tirunelveli
29	OAE Tester-Hearing Screener	1	Tirunelveli

S.NO.	ITEM DESCRIPTION	QTY. (Nos.)	CONSIGNEE CODE
30	Anaesthesia Machine with circle Absorber	1	Rourkela
31	Neonatal Resuscitation Unit	1	Rourkela
32	Anaesthesia Ventillator	1	Rourkela
33	Electric Drill	1	Rourkela
34	Pulse oximeter	2	Naroda
35	Binocular Microscope	1	Naroda
36	Vaccum Extractor	1	Ludhiana
37	Vaginal Hysterectomy Set	2	Ludhiana
38	Multipara Monitor with Central Station	5 (1)	Ludhiana
39	Respirator Ventilator Critical	2	Ludhiana
40	Portable X Ray Machine with Lead Apron	1	Ludhiana
41	Ultrasonic Cutting and Coagulation Instrument (Harmonic Knife)	1	Ludhiana
42	OT Table for Minor OT	1	Ludhiana
43	Minor Surgery Instrument Set	1	Ludhiana
44	Radiovisiograph	1	Ludhiana

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods if supplied from India:
Within **60 days** from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote the earliest delivery period).

b) For Imported goods directly from abroad:
Within **90 days** from date of opening of L/C. The date of delivery will be the date of delivery at consignee site (Tenderers may quote the earliest delivery period).

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V:

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

Part VI:

Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods if supplied from India:
Delivery required at Consignee Site.
Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery

b) For Imported goods directly from abroad:

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

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

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

c) Destination/Consignee details are given in Section XXI

Part VII:

Inspection:

a) For Indigenous goods or for imported goods if supplied from India:
At consignee site by the respective In-charge of the Hospital or his authorised representative.

b) For Imported goods directly from abroad:
Pre-despatch inspection at manufacturer's premises as per GCC clause 8.8 and inspection after arrival in India at consignee site by the respective In-charge of the Hospital or his authorised representative.

Section – VII

Technical Specifications

Item No. 1

Ophthalmic Operating Microscope
MICROSCOPE:
Compact microscope body with high quality & complete apochromatic Optics with 1:6 zoom ratio. Magnification factor 0.4X to 2.4X.
Focusing range 50mm, Objective lens f= 200mm, 65mm diameter.
Binocular tube: Tiltable tube with integrated image inverter without any external attachment.
Eyepieces: 10X with +8D to-5 D compensator.
Deep view: Depth of field management system for optimal depth perception & maximum light transmission.
ILLUMINATION :
Stereo Coaxial Illumination for unique detail recognition, high contrast & stability of Red reflex even with strongly pigmented decentred and ametropic eye.
Retina Protection Device and contrastenhancement aperture.
Halogen illumination, Fibre light guide, 12 V 100 W as light source. Integrated UV Filter, GG 475 filter to reduce blue ratio Swing in daylight filter Integrated 408nm UV barrier filter/ Blue blocking filter/ fluorescence filter.
X Y COUPLING:
Motorized foot controlled X-Y coupling with automatic re-centering and X-Y inversion facility. X-YRange should be at least 60mm x 60mm adjustable range.
Stereo co observation attachment with 360 Rotation -2 joints.
SUSPENSION SYSTEM:
14 function wireless foot control, Motorized foot controlled Zoom and focus with re-centering of focussing position through foot control. Image inversion facility on foot control.
High quality floor stands with long spring balance suspension arm with effective length of 1Metre or more having load bearing capacity of at least 14Kg or More.
Stand should have touch screen LCD display with programming facility for setting the speed of XY, Zoom and focus, Foot Pedal.
Stand should have cold light fibre Optic illumination 12v 100w Halogen lamp with built-in lamp housing with two lamps, with automatic Lamp changeover facility.
CCTV ATTACHMENT:

1CCD Light weight Camera with camera control unit, control unit Integrated in the in the floor stand.
Video Output: S video &analog through the stand. Programming through LCD display in the floor stand
NETWORKING: Ethernet interface for microscope incl. 10 metreEthernet cable
WIDE ANGLED VIEWING SYSTEM: Wide angled Non Contact observation/ viewing system (Autoclave-able) with field of viewing 120deg.(minimum). With independent focusing
The product should be CE certified/ US FDA approved

Item No. 2

A/B SCAN (OPTHALMIC ULTRASOUND)
The following requirements must be met
High resolution dedicated A and B mode ophthalmic scanning unit B scan will cross vector.
The system should consist of fourth microcomputer and high speed digitalelectronics, with highest resolution monitor.
Technical features:
A-Scan
Three A - Scan modes :- Auto biometric, manual biometric, diagnostic Complete IOL program capabilities for A-mode should include :- : SRK/T, SRK-II, BINKHOST-II, HOLLADAY, HOFFER-Q and HAIGIS Save in memory capacity at least 45 cases for A-Scan images and corresponding IOL data.
The unit should incorporate audio feed back for probe alignment.
B-Scan
256 grey levels
User definable, DGC curve , Gain (-30 to 105)db
Pre & Post processing capabilities
Volume, distance and area/perimeter measurement
Selectable a-vector for simultaneous A/B display
Annotation/arrow placement
Archiving of at least 150 patients in a single data file
Complete IOL calculation capability with IOL data storage.
B-Scan sector angle at least 55 degrees
Standard accessories should include:
Console with 7” display
Alphanumeric keyboard
10 MHz for A Scan 10 MHz or 12 MHz for A-B scan probe; magnetic driven and noiseless
Foot pedal
Trackball
A-scan calibration cylinder
Probe holders etc CE/ USFDA approved product

Item No. 3

NON CONTACT TONOMETER
• Auto tonometer and corneal Response technology.
• IOP display on Colour LCD.
• Automatic Selection of Best Signal Value.
• Touch Screen User Interface.
• Softest possible air use (Auto Puff Control, APC)
• Real time Applanation detection.
• Simple and fast patient positioning.
• Fixation light for fast alignment.
• MeasurementRange: 1mm Hg to 60 mm Hg)
• Automated Alignment and Measurement.
• Triple measurement mode.
• USB part enabled internal printer and Electronic Data.
• Weight: 8-12 Kg range.
• Voltage: 100-120/ 220-240 VACRange.
• Frequency: 50 / 60 Hz range.
• CE/FDA Certified.

Item No. 4

Radiovisiography(RVG) Unit with CPU and desktop

Technology- Cordless, Intra oral image plate scanner system with the photon collecting system (PCS) technology.
Image Plates - flexible & thin image plates of size Zero, One, Two, Three & Four (for Occlusal Imaging) with 100% active area.
Resolution- 40 LP/mm (theoretical resolution) and 22 LP/mm (practical resolution).
Grey Scale- 14 Bit or above.
Software -should have the capabilities to show captured image in Fine, endo, perio& noise reduction mode.
Accessories:
Image Plate Holders for all sizes
Plastic sleeves for plates for all sizes and additional 5000 sleeves for size 2.
Disinfectant for disinfection of sensor plates.
Specifications of Computer Specifications (CPU with desktop) for installation of RVG
Processor : Intel Core I3 (2.13 GHz or more)
Operating System : Windows7 – 64 Bit
Software Package : Office 2007 – full version
Acrobat Reader 9.0
HDD : 320 GB or more
RAM Memory : 3 GB or above
CD ROM/ DVD : 52 X (CD-R drive recommended)

Port : USB 2.0 (Minimum 3 Ports)
Monitor : TFT or LCD15”/17” SVGA 1024 X 768 Pixel True Color at over 70 Hz.
Display Adapter : 64 – bit accelerated with at least 16 Mb Of video memory
Graphic Card : ATI Radeon or NVIDIA
The system should be provided with compatible voltage stabilizer and UPS back up.

Item No. 5

Fully Automated hematology analyzer 5 part with reticulocyte count with auto smear maker and stainer

- 26 parameter with results for abnormal immature cells
- 80 samples per hour
- High speed auto sampling
- Stat sampling on open or closed tubes
- CBC and CBC + DIFF / 26 parameters+Retic count
- Micro sampling 85 micro litre
- Customized dilution ratio (CDR)
- Internal and external barcode readers
- Automated sample re run
- Integrated validation station
- Delta check
- Manual differential entry plus abnormal cells, option to turn off WBC differential analysis with resistant reagent saving
- Unidirectional and Bi directional connection
- LCD colour touch screen monitor
- On board Quality control management
- Contextual help (onboard user manual)
- User certification
- Interphase
- Instrument should not be refurbished

- After sales, service should be the best in industry with service engineer/application specialist based in Bangalore
- AMC should be available, Calibration certificate to be given every 6 months
- Should be supplied with Sample mixer, Printer and UPS
- NABL certificate requirement to be provided at their own cost
- Demo kit reagents to be provided.

Item No. 6

Hematology analyzer 3 part differential

- Hematology analyzer should measure 1 B parameter namely RBC, HCT, MCV,MCH,MCHC,RDW,MPV, PDW,PCT,Hb,WBC, DC-lymphocyte, monocyte, granulocyte, lymphocyte %, monocyte %, Granulocyte%/
- Should display and print parameter including histogram
- Should have built in printer
- Through put 60 samples/hour
- Sample requirement 20 micro litre
- Should have prediction mode for pediatric sample
- Should have memory for maximum test results
- Should have programmable normal range as indicate abnormal methods
- Low cost/test
- Automatic sample probe wipe
- Inbuilt QC programmed
- Should be able to connect to computer/external printer
- Electrical impedance for RBC, Platelet , WBC
- Cyanide free colorimetric method for Hb
- Instrument should not be refurbished
- After sales, service should be the best in industry with service engineer/application specialist based in Bangalore
- AMC should be available, Calibration certificate to be given every 6 months

- Should be supplied with blood mixer and UPS
- NABL certificate requirement to be provided at their own cost
- Demo kit reagents to be provided.
- PM kit for every 6 months as per instrument requirement

Item No. 7
Semi-automated coagulometer

- Should be able to perform PT/APTT/TT Fibrinogen factor assay ,clot based assay+ D Dimer
- Measuring system should be optomechanical
- Measuing channels : dual channels
- Mixing with magnetic stirring motor
- Tungsten light source
- Two incubation block, incubation block temperature controlled at 37 degree +/- 1 degree
- Reagent position 4, cuvette position 12
- Back illuminate liquid crystal Display(LCD)
- Should have built in thermal printer
- Power supply 220V/50 HZ, 110V/60 HZ
- Dimension: 30X40X15
- Should be able to detect when the smallest fibrin clot
- Should provide certainity and uniformity in the INR values
- After sales, service should be the best in industry with service engineer/application specialist based in Bangalore
- AMC should be available, calibration certificates to be given every 6 months
- To be supplied with UPS
- NABL certificate requirement to be provided at their own cost
- Demo kit reagents to be provided.
- PM kit for every 6 months as per instrument requirement

Item No. 8

Binocular Microscope

- Infinity plan objectives 4x,10x,40x(SL),100x (SL) oil
- Eyepiece WF 10x (FoV 22mm) focusable type
- Antifungal treat, head free HEA coated optic
- Single mould study ergonomic design stand.
- Universal infinity optical system, Quadraple reverse non piece
- Binocular head indicated at 30 degree scaled inter papillery distance
- Illumination: LED with controls & built in battery backup of approximately 2 hours
- Packed in Styrofoam moulded box
- Smooth CAM technology co axial control coarse and fine focusing
- Rackless X axis double plate stage, double slide holder
- X/4 to travel range 76x 50 mm
- Abbe condenser NA 1.25 with asherpic lens and aperture iris diaphragm
- After sales, service should be the best in industry with service engineer/application specialist based in Bangalore
- AMC should be available, Calibration certificate to be given every 6 months

Item No. 9

Blood Gas Analyzer

- Fully automatic, fast and latest blood gas analyzer for the analysis of blood gases.
- Measures pH, pCO_2, pO_2, Hct, & Barometric pressure
- Upgradable to measure Na^+, K^+, Cl^-, Ca^{++}.
- Calculated parameters which includes pH, pCO_2, pO_2 at patient temperature, BE, $BE_{act,}$ BE_{ecf}, BB, HCO_3^-,C tCO_2, $stHCO_3^-$, stpH, ctO_2, aH^+, $AaDO_2$, P50, Qs/Qt, a/Ao2, avDo2, AG, OER, PAO2, Respiratory Index, etc
- Direct Aspiration of samples from Syringe, Capillaries, QC ampoules, Cups, Test Tubes without the use of any adapters

- Sample volumes – 75 ul max
- Sample throughput – 30 samples / hour
- Fast analysis time - maximum 50 sec to results
- Maintenance free electrodes including reference electrode with individual electrodes ON / OFF facility
- Fully automatic liquid calibration of all parameters at user defined intervals without the use of external gases, tanks & regulators.
- Continuous reagent level monitoring with graphic display.
- Automatic sample device recognition.
- Data display on well illuminated LCD color touch screen display
- Data printout on built in graphic printer with cutter
- Storage facility of measured data in case of power failure.
- Built in data storage facility for at least 1000 patient & QC results and provision for optional PCMCIA card
- Built in QC analysis software for Levy Jennings, West guard rule etc.
- Built in barcode scanner
- 2 x RS 232 interface facility
- Built in network and remote control facility
- Built in voltage stabilizer for the range of 100 – 240 V / 50 Hz with 601-1 compliance
- An integrated PC with built in microprocessor with min 210 MB Hard disk and 3.5” Floppy Disk Drive.
- Built in Data Storage Facility of patient Results, QC, Calibration Reports, Error Reports, and Self diagnostics.
- AMC should be available, calibration certificates to be given every 6 months
- To be supplied with UPS
- NABL certificate requirement to be provided at their own cost
- Demo kit reagents to be provided.
- PM kit for every 6 months as per instrument requirement

Item No. 10

Fully Automated Hormone Analyzer

- Fully automated, latest and bench top analyzer to perform the qualitative and quantitative analysis of Hormones, Cancer Markers, Cardiac Markers, Infectious Markers and other special Immuno assays from serum, and plasma samples
- System should be Discrete, fully selective random access with a provision to test STAT samples
- System should be using the latest "Electro Chemiluminescence" principle for measuring the assays with very high sensitivity and linearity.
- System should have facility for on-board programs for at least 80 different test parameters and the reagents should be available from the same manufacturer.
- Onboard sample capacity should be at least 30 or more at one time with a provision for continues loading.
- System should have a routine throughput of 80 tests / hr
- Incubation times for the assays should be between 5 - 15 minutes
- Assay time should be between 10 – 20 minutes
- System should have reagent slots for a minimum of 15 - 20 assays
- System should have on-board cooling facility to maintain the temperature of the reagents
- Flexibility to use different sample containers like primary tubes with different sizes, sample cups, e for easy processing.
- Sample volumes should be 10 - 50 ul per test.
- User defined onboard sample dilution is must (1 – 400 times)
- System must use disposable cups and tips for all immuno assays to prevent any carryover contamination to have reliable patient results.
- System to use latest mixing probe technology to mix the samples and reagents to have complete uniformity with clot detection facility.
- Systems should have the facility to test special Immunoassays parameters like Troponine T, pro BNP, S100, Vit D_3, P1NP, PLGF, SFLT, ACTH, anti TSHR, anti CCP, anti HCV, PAPP-A, Procalcitonine, Hepatitis B Marker assays besides the other routine immunology parameters.
- On-board reagent stability should be up to two months and calibration of the parameter should be typically lot based. No daily calibration should be required by the system to save the reagents.

- System should have on-board windows based data control work station with 15" TFT LCD color touch screen monitor for programming the tests and entering the patient data.
- System should have the facility to store minimum of 2000 test results
- External Printer to take printout of patient results and QC reports
- Patient samples and Reagents should be scanned with on-board barcode scanner for easy operation.
- System should have 2 x RS 232 bidirectional interface and in-built modem for remote diagnostics
- Power supply – 220 V / 50 Hz
- AMC should be available, calibration certificates to be given every 6 months
- To be supplied with UPS
- NABL certificate requirement to be provided at their own cost
- Demo kit reagents to be provided.
- PM kit for every 6 months as per instrument requirement

Item No. 11

Deep freezer – Horizontal /chest type (-20 Deg. C to -70 Deg. C)

- Double walled
- Inner made of stainless 316 grade
- Outer made of mild steel and finished with powder coated
- PUF insulation between inner and outer walls
- Inner full length glass door and outer made of mild steel with magnetic gasket and lock.
- Hermetically sealed compressor for cooling and CFC free gas
- Caster wheels for easy moveability
- Unit works on 230 Volts AC 50 Hz single phase main supply
- Temperature range -20 deg C to -70 deg C accuracy +/- 2 deg C
- Temperature controlled by digital temperature controller with time delay
- Capacity: 340L
- Inner chamber 95x60x60
- Power: 2000 in watts

- After sales, service should be the best in industry with service engineer/application specialist based in Bangalore
- AMC should be available, calibration certificates to be given every 6 months

Item No. 12

Electrolyte Analyser (Ion Selective)

- Fully Automatic MicroProcessor based Ion Selective Electrolyte Analyzer to measure Sodium, Potassium, and Chloride.
- Up gradability to measure Calcium and Lithium at a later time.
- Samples types – Whole Blood, Serum, Plasma, Urine, dialysate, aqueous stds, QC
- Sample Volume - < 100 ul
- Maintenance Free electrodes.
- Fully visible Measuring Chamber
- Sample rate – 60 samples/hour without printer: 50 samples/hour with print out.
- Calibration – Fully Automatic
- Analysis time – 50 seconds
- Correlation Factors – user programmable for different sample types.
- Normal values – Flagging of abnormal results; user programmable ranges.
- Standby mode – user or automatically controlled.
- Built in Thermal Printer
- Microprocessor controlled memory for last 20 error messages.
- RS 232 interface
- 110 – 240 v, 50 – 60 Hz
- After sales, service should be the best in industry with service engineer/application specialist based in Bangalore
- AMC should be available, calibration certificates to be given every 6 months
- Calibration certificate to be given every 6 months
- To be supplied with UPS

- NABL certificate requirement to be provided at their own cost
- Demo kit reagents to be provided.
- PM kit for every 6 months as per instrument requirement

Item No. 13

Fully Automatic Random Access Biochemistry Analyser

- Fully automated random access clinical chemistry analyzer based on the principles-
- Absorbance Photometry, Turbidometry,Fluorescenec Polarimetry for TDMs and ISE
- (ISE should be Direct and Indirect)
- Test throughput 300 - 400 tests per hour
- Sample types - serum, plasma,urine,whole blood, whole blood application for HBa1c.
- Sample input - continuous loading at least 90 sample positions on board.
- Photometer - Diffraction grating spectrophotometer
- Minimum usage of water preferably disposable cuvettes taking care of carry over.
- On board Refrigeration, Reagent stability on board should be not less than 60 days.
- Atleast 35 reagent positions on board, Reagents should be ready to use.
- Quality Control program - Levy Gennings Graph etc should be available
- Control positions should be refrigerated.
- Inventory display scould be on screen for operator info.
- Sample Volume 2 - 50 ul
- Sample container types primary tubes 5-10ml,sample cup,micro cup
- Calibration of reagents should be lot to lot hence saving calibration costs.
- Information od tests per reagent kits should be available on screen.
- Liquid sensing probes and clot detection facility.
- On board sample dilution should be available.
- Separate container for biohazard
- Pentium 4 computer attached with printer

- Computer interface RS 232 C
- Certifications CE Certified System.
- AMC should be available, calibration certificates to be given every 6 months
- Calibration certificate to be given every 6 months
- To be supplied with UPS
- NABL certificate requirement to be provided at their own cost
- Demo kit reagents to be provided.
- PM kit for every 6 months as per instrument requirement

Item No. 14

Semi auto analyser

- Simple and user friendly
- 120 programming locations
- Long life lamp, 12V- 20 W
- Lamp save facility
- 8 Filters with one optional free position
- Filter Selection: automatic
- 18 µl Flowcell low reagent consumption
- Min. Woking volume: less 500 µl
- Temperature: 20-40 deg C , peltier controlled
- Reaction time should be less than 5minutes
- Large backlit graphical display
- Online real time graph for all kinetic tests
- Dual key board facility-optional
- Built in 10 positions dry block incubator for both square and round cuvettes
- Built in thermal graphic printer, optional use
- Facility to print patient name and ID
- Acoustic signalling of erroneous entries

- Built in SMPS
- 400 Test result memory
- Software easily programmable
- CE certified, a symbol of stringent quality evaluation
- After sales, service should be the best in industry with service engineer/application specialist based in Bangalore
- AMC should be available, calibration certificates to be given every 6 months
- To be supplied with UPS
- NABL certificate requirement to be provided at their own cost
- Demo kit reagents to be provided.
- PM kit for every 6 months as per instrument requirement

Item No. 15

Centrifuge (24 Buckets)

- 24 bucket capacity
- Step less spud regulator
- Safety lid interlock to prevent cover opening during centrifugation
- Digital speedometer, 0-60” digital countdown timing
- Brushlem induction motor with frequency device
- Stable speed output even under unstable voltage conditions
- 7 segment LED display of speed
- Digital count down times
- Dynamic brake for quick acceleration
- Imbalance and inverter fault detection with auto shut down
- Selection of 3 acceleration and deceleration profiles
- Recall of last set parameter. Useful for repetitive analysis
- Alpha numeric LCD display of speed& RC 7
- Automatic door opening through gas hinges

- Maximum rpm 6000 rpm
- Capacity maximum RC 7 – 400ml max & 5070 g
- Instrument should not be refurbished
- After sales service should be the best in industry with service engineer/application specialist based in Bangalore
- AMC should be available, calibration certificates to be given every 6 months

Item No. 16

Refrigerators/ Cold Storage 2-8 Deg. C (340 L)

- Silver finish external handle
- In built apron
- Maximum storage space
- Adjustable door shelves
- Extra freeze space
- Double door
- Defrost facility
- More utility shelves on the door
- Humidity controller
- After sales service should be the best in industry with service engineer/application specialist based in Bangalore.
- AMC should be available, calibration certificates to be given every 6 months

Item No. 17

FESS set Complete with High Definition Camera (Imported) with Micro Debrider (Imported)

Specifications for Nasal Endoscopes with accessory instruments for FESS Surgery
1. Nasal endoscope straight forward, 0 degree wide angle, 4mm diameter, 18 cm length, autoclavable, Fibreoptic light transmission incorporated with Hopkins rod lens system. Qty: 2 Nos
2. Nasal endoscope forward oblique, 30 degree, wide angle, 4mm diameter, 18 cm length, autoclavable, Fibreoptic light transmission incorporated with Hopkins rod lens system. Qty: 2 Nos
3. Nasal endoscope forward oblique, 70 degree, wide angle, 4mm diameter, 18 cm length, autoclavable, Fibreoptic light transmission incorporated with Hopkins rod lens system. Qty: 2 Nos

4. Nasal endoscope forward oblique, 0 degree, wide angle, 2.7mm diameter, 16 cm length, autoclavable, Fibreoptic light transmission incorporated with Hopkins rod lens system. Qty: 1No
5. Nasal endoscope forward oblique, 30 degree, wide angle, 2.7mm diameter, 16 cm length, autoclavable, Fibreoptic light transmission incorporated with Hopkins rod lens system. Qty: 1No
6. Blakesleywilde Nasal forceps (Stainless steel)
a) Straight, 2.5mm cup size, working length 13cm approximately, Qty: 2 Nos
b) 90 degree upturned, cup size 2.5mm, working length 13cm Qty: 2 Nos
c) 45 degree upturned, cup size 2.5mm, working length 13cm Qty: 2 Nos
d) Right turned, 2.5mm cup size, working length 13cm Qty: 2 Nos
e) Left turned, 2.5mm cup size, working length 13cm Qty: 2 Nos
7. Sickle knife (Nasal), working length 18cm.
a) Pointed tips, Qty: 2 Nos
b) Rounded tips, Qty: 2 Nos
8. Nasal atomizer, with tube and rubber bulb, Qty: 1 No
9. Probe double ended maxillary sinus ostium seeker, length 19cm, ball point size diameter 1-2mm, Qty: 2 Nos
10. Graduated mucoperiosteum elevator, length 20 cm, Qty: 2 Nos
11. Dr.Kirtanesmucoperiosteum elevator with knife, Qty: 2 Nos
12. Antrum curette, length 19cm, small size 3 mm forward cutting, Qty: 2 Nos
13. Tilleys Nasal packing forceps, Qty: 4 Nos
14. Bipolar forceps with suction channel, nasal, blunt, insulated, straight, length 19 cm Qty: 1 No
15. High frequency cord for bipolar instruments for use with bipolar coagulating forceps, length 300 mm Qty: 1 No
16. Nasal suction catheter, metallic with cut off hole, with stellate, atraumatic tips,
a) Size 1 Qty: 2 Nos
b) Size 2 Qty: 2 Nos
c) Size 3 Qty: 2 Nos
d) Size 4 Qty: 2 Nos
17. Giraffe forceps Qty: 2 Nos
18. Reverse cutting forceps
a) Right Qty: 2 Nos
b) Left Qty: 2 Nos
19. DCR punch forceps Qty: 2 Nos
20. Trucut forceps Qty: 2 Nos
21. Nasal scissors straight for endoscopic sinus surgery Qty: 2 Nos
22. Killian Nasal Speculum, Bladesize 2,3,4,5 cm Qty: 2 Nos (each size)
23. Steel bowls: 200cc, 50mm height and diameter 100mm Qty: 5 Nos
24.Antrum Cannula with cut off hole, LUER-lock length 12.5 cm, short curved, outer diameter 3mm Qty: 2 Nos
25. Telescope handles flat, length 11cm for use with 18 cm. Straight forward telescope 0 degree Qty: 1 No
26. Telescope handle for use with 18 cm. Telescope 30 degree & 70 degree, Qty: 1 No each
27. Circular punch for sphenoid sinus
a) Straight Qty: 2 each
b) angled Qty: 2 each
28. Irrigation & aspiration tube Qty: 2 Nos
29. Biopsy forceps for nasopharynxQty: 2 Nos
30. Mini curette for E.S.S Qty: 1 No
31. Xenon light source (220 to 240 volts/50 to 60 Hz) with T.T.L computer flash unit & double outlet Qty: 1 No
32. Fiberoptic cable for use with light source (cold) – 3.5mm & 4.0mm diameter, length 189cms, Qty: 1No each

33. Intra-nasal drill for optic nerve decompression with micromotor unit with hand piece & sliding handle Qty: 1 No
34. Different burr points for intra-nasal drill (for use with above)
a) Ball end 2.5mm and 3mm Qty: 2 each
b) Rough conical Qty: 2 each
35. Micro Debrider system consisting of:
1. Control Console
2. Foot Switch
3. Micro Debrider Hand Piece
4. Cutter 4.0mm
5. Cutter 3.5mm
6. Cutter 3.0mm
7. Cutter Angled 3.5mm
Should have capability to adapt two hand pieces simultaneously
Should have digital display for actual and preset speed
Should be software upgradeable
Should have in built irrigation facility
Footswitch should be five pedal
Footswitch should be water resistant
Footswitch should be programmable
Hand piece should be light weight
Hand piece should have RPM of 1200
Hand piece should have irrigation/suction control
Cutter should have irrigation facility
36. High definition three chip camera system Qty: 1 No
Specifications:
a) Camera console 220v with universal coupler &autoclavable camera head
b) Pure digital signal with high definition video (1280*1024 native resolution)
c) Resolution – 2000 horizontal lines
d) Speciality settings not less than 6 No
e) Integrated Flexible Scope filter
f) Signal to Noise ratio-70 db(aprox.)
g) Progressive scan technology both on camera head & console
h) Brightness Control on console & camera HEAD
i) Aperture Control on console
j) Inbuilt 16 step digital Image Enhancer on console
k) Digital zoom & white balance on camera head
l) Integrated Gain/shutter/Enhancement with brightness control
m) Two peripheral control on camera head
Video Output
1. 2 DVI output
2. 2 SVHS & 1 RGB output
3. One Composite output
37. Monitor – 21” High Definition monitor, resolution 1280X1024 with DBI input, option for wall mounting and desktop in same unit
38. Bipolar/unipolar cautery machine Qty: 1 No
39. Trolley Qty: 1 No

Item No. 18

HPLC Machine for Thallasemia Studies

Automated, Integrated system, dedicated to HbA1c, Thalassaemia and hemoglobinopathy testing and screening based on HPLC technology.

The system should be able to screen and quantitate hemoglobinsHb A2, Hb A, Hb F and Hb A1c and detect the most commonly occurring abnormal hemoglobins like Hb S, Hb D, Hb E, Hb C, Hb Q-India and other rare abnormal hemoglobins.

Complete ready to use kit should be provided with Buffers in transparent plastic tanks to view the level of buffer; columns, primers, calibrators & sample vials.

It should have a faster throughput of <7 minutes per sample.

It should have an offline CD-ROM which should be a searchable database with approximately 800 chromatograms of fully classified abnormal hemoglobins and thalassemias.

The system should have in-kit external standards for instrument calibration ensuring accurate quantitation of results.

The system should contain Low pulsation dual piston pump with programmable solvent delivery system.

The system should have a bi-directional LIS.

The system should have a feature of rack & sample position identification to avoid error in case of bad/fault barcode reading

The system should have a visible alarm system for low buffer in the mobile phase reservoirs, low level value for cartridge injections and overflow for the waste tank, as well as built in alarms for calibration failure.

The system should be capable of positive sample identification using a Barcode reader.

The system should have the facility of primary tube sampling and direct dilution of the samples without manual intervention.

It should have an inbuilt system check facility which checks that all the system parameters (eg, cartridge, buffer, reagent, waste etc) are ready before the sample analysis.

The system should have a dual program mode to perform either HbA1c or HbA2/Hb F/HbA1c without changing any reagents or columns.

Assay time should be 3 minutes for HbA1c testing and 6.5 minutes for A2/F/A1c testing.

It should be able to print a hard copy report giving identification and information on the subtype and quantity of hemoglobins detected. It should have the facility to view current and stored chromatograms & should enable storage of chromatograms.

It should have an 80GB hard disk and a remote data access feature when connected to LAN or Intranet.

The company should also be able to provide normal and abnormal controls for Hb A2, Hb F and Hb S and provide quality control program to help compare results with similar users worldwide.

The system should have a software for real time viewing of the analysis of the sample.

The system should have a hardware upgrade available for an increase in the sample workload.

The company should have a dedicated team to provide relevant product related technical support.

The company should also have a team of well trained engineers who can provide the instrument service and maintenance support.

The Company should supply start up kit of 400 tests.

Item No. 19

Open Care System

It should microprocessor controlled and Temperature range should be 25˚C to 38 ˚C

Temperature indication range 20 ˚C to 45 ˚C
Power Adjustment (Manual Mode) 0-100%
Display resolution Skin Temp. Should be 0.1 ˚C
Control Precision (skin Temp.) +/- 0.2 ˚C
Alarms: - Power failure
High temp. - +1 ˚C +/- 0.2 ˚C
Low temp. - -1 ˚C +/- 0.2 ˚C
Safety High temp. 15 Min. on Maximum power
Probe failure, dislodged skin probe
Manual Mode – Every 10 Min.

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

It should have metabolic scale with capacity 7Kg display resolution 2gm.
Heater power 560 W
It should have rotary reflector 180˚
Voltage 220 V 50/60 Hz
Height till mattress area should be 1000mm (+/-100mm)*

Mattress dimensions 565mm X 810mm

Bed Inclination grade up to 12˚

It should have height adjustment mortised

It should have X- ray cassette tray.

It should have 4 drawers with tray.

It should have observation lamp.

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

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

It should have gas panel with two O2 and two compressed air and one vacuum outlet, ABNT slandered.

It should have I.V. Pole.

It should have upgar timer 0 to 10 Min.

It should have tray for monitor

Item No. 20

Tympanometer

Tympanometer, clinical tests to be performed:

• Tympanogram
• Stepedial reflexes contra and IPSI
• Reflex decay
• Reflex lantency
• E.T function with perforation without perforation

Specification

• Probe tones
• 226 Hz (85dB SPL +/- 1.5 dB)
• 678 Hz (85dB SPL +/- 3.0 dB)
• 1000 Hz (75dB SPL +/- 3.0 dB)
• Accuracy: +/- 1 %

Pressure measurements:

• Range: +200 to -600 daPa
• Accuracy: +/- 1 %
• Sweep rate: 12.5, 50.0, 200 daPa/sec
• Sweep accuracy: 10% of nominal rate
• Maximum limits (in 5 cc cavity): -800 daPa and +600 daPa
• LPSI and control

Reflex measurements

• Stimuli: 250, 500, 1k, 2k, 4k, BBn, LBN, HBN, click external input
• Frequency accuracy: +/- 3%
• Harmonic distortion: Less than 5%
• Intensity range: 35 to 120 dB HL in 5 dB steps
• Calibration accuracy: +/- 3 dB
• Step accuracy: +/- 5 dB
• Computer interface
• Built-in display and printer

- To be including: Probe assembling, ear tips, printer paper, calibration kit and cleaning kit
- All accessories to carry out above tests to be included.

Item No. 21

Surgeon's Chair

Hydraulically operated chair,pedal operated with armrest and back rest.
Hand height adjustment with locking facility.
Lifting capacity 180 Kg and
Height adjustment range 140 to 150 mm from minimum

Item No. 22

Ophthalmology Operating Microscope

I. Main Part

- Apochromatic optics with ant reflex multicoating
- Magnification Changer – i.e. Focus: Motorized Zoom system with zoom ratio 1:6
- Focusing range: 50mm with automatic rex
- Binocular tube: 0-180º, Tiltable tube
- Eye piece : 10 x or 12.5 x
- Dioptric setting: yes / -5D
- Objective F: 200 mm
- Field diameter / Field of view: 10mm – 50mm
- Total magnification: 4x to 25x
- Interpupillary adjustment: 50mm to 80mm
- Illumination system: Fibre optic illumination, stereo coaxial illumination.
- Light Source: Halogen lamp 12V, 100W
- Field of illumination: 55mm
- Field of red reflex: 15mm
- Filters: Heat absorbing, UV, Cobalt Blue, Retina Shield seleral glare reduction filter.
- Automatic switch over to backup halogen bulb following bulb failure.
- Arm Pantographic Mount.

- X/Y Movement: Adjustment range yes (with centering function)
- Base: Rigid
- Foot Controller: XY movement, Zoom, fine-focus

II. Accessories, Spares, Consumables

- Binocular stereo Co-observation tube
- Asepsis – Sterilizable components for all drive knobs
- Hydraulically operated chair, pedal operated with armrest & back rest Hand light adjustment with locking facility lifting capacity 180º Kg & height adjustment range 140 – 150mm from minimum
- Hydraulic operated ophthalmic Operating Table
- Upgradable facility for digital camera plus digital video recording facility with video editing software.

Item No. 23

Multiparameter Monitor / Vital Sign Monitor

1. Should have the facility of monitoring ECG, RR, Sp02, NIBP, Dual Temp, with AGM (with automatic gas identification for 02, C02, N20, Halothane, Desflurane, Isoflurane, Enflurane and Sevoflurane and with facility to display primary and secondary Anesthetic Agent simultaneously along with MAC value and four independent IBP's for Adult, Paediatric & Neonatal applications.
2. Should have integrated colour TFT display of atleast 12" or more
3. Should have facility of viewing at least 8 waveforms simultaneously
4. Must use Nellcor or Masimo pulse oximetry module with facility for display of plethysmograph, pulse strength & Sp02 values
5. Should have non-volatile Graphical & Tabular trend facility for at least 60 hrs.
6. Should operate independently on both mains and battery. Battery backup for at least 120minutes
7. Should have alarm limits with alarm levels and alarm indication (visual as well as audio)
8. 3/5 lead ECG measurement and simultaneous monitoring of two temperatures
9. Should be upgradeable with 12 lead ECG module for viewing display of lead I, II, III, aVR, aVL, Avf& Lead V1-V6 with 10 lead ECG cable
10. Monitor should be upgradeable with Cardiac Output module (Thermo-dilution method), at site.
11. Monitor should be compatible with wireless Central Nurses station meant for Connecting/monitoring simultaneously 8 or 16 monitors
12. Unit should be supplied with following accessories:

a. 3 lead ECG cable with disposable electrodes – 10 no of disposable electrodes
b. NIBP CUFF – Adult &Pediatric
c. Temp probe Tape on skin (YSI 400 Series)
d. Sp02 PROBE – One no. for adult use

13. Monitor should have built in Electro Surgical Unit & Defibrillator protection
14. Must be IS/CE MARKED and US FDA approved
15. Should submit relevant evidence of compliance to IEC 60601 series Safety standards and US FDA approval
16. Please quote separately cost of Reusable Invasive Blood pressure Transducer with respectivecables, Disposable Invasive Blood pressure Transducer with respective cables, 12 lead ECG upgrade kit. Also separately provide cost of consumables not covered under guarantee period.

Item No. 24

Cold Pack Unit

- Must be five cubic feet of storage and able to hold 12 Gel packs
- Should have adjustable thermostatic control and drain for defrosting
- Dimension 27" deep, 34" high has to be a cooler and not a freezer
- Have to provide compressed cold therapy pack for extremities able to 360 degree around the injured area made out of durable Nylon outer chamber.
- Must provide body ice packs with non-freezing gel

- Must be made out of PVC Vinyl exterior and available in different sizes for different body parts cervical lumbar, and extremities.
- Should able to hold temperature up to 30 minutes
- UL-Listed, ETL/CE and CSA-approved with 220 volts option available.

Item No: 25
CPM Unit

Must have a ultra-wide carriage to accommodate the typical knee replacement patients, ACL restructuring, athletes and pediatric patients
Must have progressive ROM to eliminate the time consuming adjustment that interrupts rehab time
Must have oscillation setting to increase the time spent in the working ROM by automating and replicating the benefits of active
Physical therapy protocols
Should come with adjustment for controlling the flexion angle to control patients threshold for pain and able to reduce the angle of flexion according without interruption
Must have hyperextension (-10°) to full knee flexion of (110°)
Must have a control unit attached with easy instruction and setting
Must have context sensitive help and multiple language interface
Should have back-lit display and buttons for maximum visibility in low light conditions
Must be light weight easy for transportation for one room to another with little effort at about 28 lbs and over all length at 37" with built in carry handle
Must come with all soft goods, patient kit and treatment protocol
Must meet UL, CSA and CE for safety and EMC.

Item No: 26

Dental Sterilizer

1. Mains voltage shall be 220 V- 50hz 1,300 watt. The power cord shall have a minimum length of 1,2 meters. The sterilizer shall not require an electrical current higher than 13 amps
2. The water reservoir shall have a capacity of 4 litres that is sufficient for approximately 30 cycles. The reservoir shall have a float that reads the level of the water that indicates on the display when the reservoir needs to be refilled. The water reservoir shall have a conductivity probe to ensure that the quality of the water used is acceptable.
3. The sterilization chamber shall have a capacity of at least 5 litres and be a removable cassette, constructed of stainless steel. The cassette internal dimensions shall be 38 cm x 18cm x 8 cm. The cassette shall act as the sterilization chamber and have a stainless steel grid.
4. The sterilizer shall function with a micro – processor which controls a defined volume of distilled water that is pumped into a boiler, converted into steam, and then injected into the sterilizing chamber which will actively force 99% of the air from the chamber.
5. The microprocessor shall accurately control and monitor the sterilizing temperature and pressure. The distilled water shall not be recycle but used only once every cycle and automatically ejected through a cooling coil into a waste bottle.

6. The cassette shall be thermally insulated to prevent heat loss for fast heating and cooling to minimize the overall processing time.

7. The sterilizer shall have a keypad, which controls the pre-set programs and the start control with a single touch

7.1 Unwrapped Cycle

The sterilize unwrapped instruments the sterilizing cycle shall be constant at 136 degrees C for 3.5 minutes

The total cycle time including warm up, pressurization and de-pressurisation shall not be more than be 11 minutes

The temperature shall never exceed 137 degrees

7.2 Wrapped Cycle.

To sterilize wrapped instruments the sterilizing cycle shall be constant at 136 degrees C for 6 minutes

The total cycle time including warm up, pressurization and de-pressurisation shall not be more than 15 minutes

The temperature shall never exceed 137 degrees

7.3 Cycle for delicate items

To sterilize certain rubber, plastic and delicate items the sterilizing cycle shall be constant at 121 degrees C for 15 minutes

The total cycle time including warm up pressurization and de-pressurisation shall not be more than 24 minutes

The temperature shall never exceed 124 degrees

8. L.C. Display for monitoring the systems throughout the processing cycle including the temperature, pressure and time elapsed.

9. The unit shall also have a 60 minute air drying program that switches on automatically after the completion of any cycle. There shall be a manual keypad override abort control, that allows safe interruption of any sterilising cycle, at any stage of the cycle, that can be operated by a single touch

10. The unit shall have the facility for a internal printer, external printer or data logger that captures the date, time, temperature and cycle number

11. The unit shall have a level indicator to ensure the correct leveling of the unit

12. The micro – processor shall regulate function to eliminate overheating and temperature spikes to ensure optimal sterilizing conditions and ensure the correct operating sequences.

13. The sterilizer shall be validated with both a biological monitor and the bowie dick test

14. The sterilizer shall have a .042 micron biological filter, for filtering the air entering the chamber during the drying cycle

15. The external dimension of the unit shall not exceed 55 cm x 41.5 cm x 19 cm and shall have an external design which will accommodate easy handling and transportation.

Item No: 27
Hot Pack Unit

- Must be full stainless steel unit with wheels with option to easily change water and heating capacity of up to 12 large packs at one time and temperature preset at 167 degree F
- Should have PVC coated and low-water cutoff feature with special insulate to preserve heat and help conserve power consumption
- Must come with built in adjustable thermostats and provide lighted on/off switches
- Should have concealed elements, covered bottoms, coated racks and hospital-grade power cord
- Unit must have inside mesh and hangers to hold the pads for proper stable heating to transfer
- Unit should be provided with different size white clay pads and able to hold temperature up to 30 minutes of deep moist heat
- Hot packs able to be reused for hundreds of treatments provide 12 months of warranty
- Should come with durable custom size and shapes Terry covers for hot packs with different sizes of cervical, lower back, extremities and more
- UL-listed, ETL/CE and CSA – approved with 220 volts

Item No: 28

Neonatal Monitor

Patient monitor system should be of modular type and capable of monitoring adult, pediatric & neonatal parients
Monitor should have 17" independent flat panel display
Touch screen user interface
Module rack / housing should be independent and shall be able to be placed near to the patient
Should be capable of 8 traces display
Monitor must be capable of simultaneously monitoring the following parameters which should be present as standard: ECG, NIBP, SpO2, invasive pressures (2), temperatures (2)
Should be compatible with Capnography, Cardiac output, EEG, and BIS and prices to be offered as optional
ECG should have capability for 3,5 and / or 10 lead monitoring and should have built in arrhythmia monitoring on all leads
Inbuit ST segment analysis and arrhythmia detection for all leads should be possible
Haemodynamic and drug dose calculations should be available
Arrhythmia should be grouped based on classifications – and should show no of arrhythmias occurred
Respiration should be available with Cardio Vascular Artifact filter

ICP monitoring should be possible
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 monitor including central station should have similar user interface for easy usage among all clinicians
Monitor shall provide the capability to interact with alarms at remote bedsides
Monitor shall provide the capability to receive and display real-time waveforms, trended data and alarm status from other bedside or telemetry units on the patient monitoring network
Monitor shall provide the capability enter patient information at the bedside or central monitor.
On – screen keyboard for entering this data is preferable. Should have USB ports to connect mouse, keyboard, 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 must be user configurable
Waveform color changing should 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
Bed to bed communication between the monitors should be possible with out a central station
Networking to central station should be possible and price of central station should be offered as optional
Patient monitoring network shall use standard TCP/IP protocol and be capable of residing on hospital's network infra-structure
Should be compatible with HIS and should be HL7 complaint
Monitor should provide remote viewing of real time waveforms through internet
Patient monitoring network shall be able to support up to 1,000 monitoring nodes
Should be supplied with necessary accessories for adult, pediatric and neonatal accessories

Accessories and spares

1. ECG / respiration: 5 lead ECG cable and lead wire set per monitor
2. NIBP: Adult: 2 sizes and Pediatric 2 sizes and neonatal, 1 size per monitor
3. SPo2 Sensor: Adult sensor with cable, pediatric sensor wit cable and neonatal sensor with cable per monitor
4. IBP: Include 10 nos of disposable pressure transducer with bracket and interface cable per monitor
5. Temperature : Skin and nasopharyngeal probes per monitor

The equipment should be CE & US FDA Approved.

Item No: 29
OAE Tester-Hearing Screener

Baby screener for measurement of OAE BY DPOAE and / or TEOAE tests, hand held, lightweight, automatic tests print out, with measuring probe, screening software carrying case. Screener should be integrated with evoked otoacoustic emissions (OAE) and brain Stem Responses (ABR) into single , portable screening device, battery operated, self

contained with diagnostic features, to test new borns, children, adults, the elderly and all difficult-to-test patients, storage memory.

The above system should be supplied with all standard accessories including:

Probe

Adapter

Power cord

-Electrodes 2 each

-Disposable Electrodes – minimum 4Pkts.

Printer with cartridges.

-Infant Ear Tip Kit-5 sizes

Universal Ear Tips-100

Child Ear Tip Kit

Adult Ear Tip Kit

Comfort cops

Probe clearing Kit

Labels, video and Software on database.

Carrying case

Operating and service manuals.

Item No: 30

Anaesthesia Machine with Circle Absorber

It should have large anti-static castor wheel
Should have provision to mount two O2, & N2O pin indexed cylinder with gauges.
Should have provision to attach to central gas pipe line for O2, N2O and air with ring indexed and with gauges.
Should have antistatic coated 5 tube rotameter for low-flow with backlight.
Should have lever operated anti Hypoxic Device & Ratio Controller to maintain gas ratio (O2: N2O) in safe limits
Should have antistatic coated 5 tube rotameter for low flow with back light.
Should have lever operated anti Hypoxic device and ratio controller to maintain gas ratio (O2:N2O) in safe limits.
Should have O2 pressure operated pneumatic N2O cut off system.
Should have 3 drawers facility.
Should have pneumatic audio and visual alarm for O2 failure.
Should have at least 2 litres reservoir for storing O2.
Should have auxiliary O2 outlet.

Should have patient block with emergency oxygen flush and patient safety bow- off valve if pressure exceeds 50cm/H2O.
It should have provision for mounting any 2 selective vaporiser with inter locking facility.
Should be supplied with 2 temperature compensated vaporizer.
Should have facility for mounting microprocessor controlled ventilator

- Compatibility reservoir in the machine frame (3 litre capacity)- optional.

Should have facility for active scavenging interface with built in reservoir in the machine frame.
Should have optional facility for MRI.

- Should be supplied with adult and paediatric Bain circuit, hoses for O2, N2O & air. Must be supplied with two temperature compensator vaporizer.

Should have facility for attaching 2 Kg absorber.
Should be supplied with 2 Kg absorber.

Item No: 31
Neonatal Resuscitation Kit

1. Neonatal resuscitation unit with fixed cradle with CPAP and under surface phototherapy.
2. Oxygen administration facility, low pressure slow suction and warming with infrared radiant heat source.
3. Convenient working level with thick acrylic collapse side support, accessible from all sides.
4. Acrylic tray with foam mattress.
5. Trays and structure fabrication in steel.
6. IV pole and facility to X- ray.
7. Audio visual alarm for power failure and safety cut off.
8. Head up/Down facility (continuous variable)
9. 3 drawer storage cabinets mounted on heavy duty castors.
10. Servo controlled system to maintain an optimum skin temperature.
11. Precise cradle temperature control.
12. Manual warming facility with user selectable heater output for pre selectable of time when instant and simple heating is required.
13. With online weighing scale and APGAR timer.
14. With laryngoscope and 0 & 1 miller blades.

Item No: 32
Anaesthesia Ventilator

1. Should be electronically controlled & pneumatic driven anaesthesia ventilator.
2. Should have LCD display with navigator wheel.
3. Should have facility to display pressure vs. time waveform.
4. Should have adult and paediatric applications.
5. Should have time cycled, pressure controlled and volume preset.
6. Driven gas should be medical grade air or oxygen.
7. Tidal volume 20ml to 1600ml.
8. Respiration rate should be 3-99 approximately.
9. IE ratio should be 1:05 to 1:9, approximately.
10. Should have PEEP 4:30 cmH2O.
11. Inspiratory pressure should be from 2 to 100 cm H20
12. Should have alarm facility for low battery, patient disconnect, low and high pressure etc.
13. The unit should have built in rechargeable battery back up for atleast three hours.
14. FDA/CE or any standard certificate.

Item No: 33

Electric Drill

- Modular system consisting of stand, base plate, motor (low RPM), ELCB, MCB, foot switch.
- Sterilizable flexible shaft-2
- Cannulated drilling hand piece with chuck & key-2
- With attachments like saw blades (diff. sizes) and flexible reamer (diff. sizes) with low RPM reaming hand piece-2
- Standard certificate
- All parts should be sterilizable.

Item No: 34
Pulse Oximeter

· It monitors from -neonate to adult.
. To track oxygen saturation even during low perfusion condition.
· Set seconds alarm management technology avoids unnecessary alarm & distraction during monitoring of severe motion patients.
. Display for better monitoring.
· Dual colour LED for differentiating normal mode & alarm mode.
· Internal battery provides minimum of 8 hours backup.
· 10 segment LED bar graph for pulse strength monitoring.
· Facility for computer interface & printer connectivity
· Individual alarm settings for Sao2 & pulse rate
· Compatible with the complete range of disposable & reusable sensors.
· Built-in battery charger with charger indication.

Item No: 35
Binocular Microscope

1. Antimould/Antifungal type microscope
2. Colour corrected infinity optical system
3. Nose piece Quintuple reversed inword facing.
4. Objectives Planachromatic and springloaded 4X (1pece), 10X (1perce), 20X(1piece), 40X(1piece), oil immersion 100X (2 piese).
5. Eye piece wide field, 10X, one pair each with preferably with pointer.
6. Field of view>20mm.
7. Trinocular eye piece tube to facilitate camera attachment. The eye piece tube should be siedentopf type, 30 degree inclined and rotatable by 360 degree.
8. Dioptre adjustment of both eye pieces.
9. Inbuilt arrangement of illumination with halogen lamp (6V/20W) fitted directly under file lenses (Kohler's system) with intensity control.
10. Condenser- Bright field Abbe's NA 1.25 with iris diaphragm and filter holder.
11. Coaxial fine and coarse adjustment with adjustable tension.
12. Double stage- Double slide holder low position and coaxial, movement
13. Power supply 220/240 volts.
14. Spare halogen lamps-6 no's to be supplied with each microscope
15. Power cord

Item No 36
VACUUM EXTRACTOR

1. Machine should be easy to handle, noiseless suction unit, light weight and portable having fast vaccum build up.
2. It should have double releasing pressure system and self lubricating piston or cylinder
3. It should be standing unit or trolley based suction machine with vaccum extractor attachment
4. It should be able to provide moderate to high vaccum and flow rate. The maximum suction pressure setting should be of at least 600-700mm Hg and should also allow lower vaccumlevels.The pressure once built up should be retainable
5. The aspirator should be capable of reaching a vaccum level of 300 mm Hg in 4 seconds or less.
6. There should be a vacuum gauges and vaccum limiting devices (regulator). The vaccum gauge should be accurate and easy to read. The vaccum should have selection option for absorption procedures.
7. There should be mechanical overflow protection system. The suction bottles should have one way float valve to prevent backflow. It should be adjustable to use large (3L) or small(1.5L) bottle capacity, detachable for cleaning and sterilizing.
8. Set of soft , high 100% silicon cups- 40,50 & 60mm (two each)
9. Set of bird cups, stainless steel- 40, 50 & 60mm (two each)
10. The handle and wall assemblies should be manufactured of chrome plated brass and could be replaced. The shafts should have moulded ridges for firm grip.
11. The suction tube should be autoclavable with lock joint and of sufficient length to attach to suction bottle.
12. Should be provided with battery backup (integrated battery charger preferred to separate units). Fully charged batteries should power the unit at maximum pressure for at least 30minute. It should have both audible and visual warning to alert user regarding near depletion battery levels.
13. Preferable option for foot operation for generating pressure.
14. Accessories like patient tubes. Canister, foot switch to be supplied.

Item No: 37

VAGINAL HYSTERECTOMY	Qty
B.P.Handle No.3	1
B.P.Handle No.4	1
Diss. Forceps Plain 20cm	1
Diss. Forceps tooth 16cm	1
Diss. Forceps Tooth 20cm	1
Artery Forceps St.16cm	6
Artery Forceps Curved.16cm	5
Artery Forceps Mosquito curved	5
Artery Forceps Mosquito St.	2
Haeney's Clamp	6
Volsellum Forceps Curved	1
Allis Forceps 20cm	6
Allis Forceps 16cm	6

Babcock Forceps 20cm	1
Artery Forceps Long Curved 23cm	2
Kochers Clamp curved.	4
Hysterectomy Clamp 23cm	6
Needle Holder 16cm curved	2
Needle Holder 16cm st	2
Scissors Mayo St. 18cm	1
Scissor Mayo Curved 17cm	1
Scissor Mayo Curved 18cm	1
Scissor Matzenbaum curved 18cm	1
Sponge Holder 10" St.	4
Auvards Vaginal Speculam Blade	1
Anterior Vaginal Wall Retractor	2
Jackson Retractor	2
Towel Clip	6
S S Bowls 10 cm	2
S S Kidney tray 12cm	1
SS tray without cover	1
Bladder sound	1
Bladder catheter metal	1

Item No: 38

MULTIPARA MONITOR WITH CENTRAL MONITORING STATION

Multipara Monitor:

Patient monitor system should be of modular type and capable of monitoring adult, pediatric & neonatal patients.

Monitor should have 17" independent flat panel display.

Touch screen user interface.

Module rack / housing should be independent and shall be able to be placed near to the patient.

Should be capable of 8 traces display.

Monitor must be capable of simultaneously monitoring the following parameters which should be present as standard: ECG, NIBP, SpO2, invasive pressures (2), temperatures(2)

Should be compatible with Capnography, Cardiac output, 4 channel direct EEG, and BIS and prices to be offered as optional for each module separately.

ECG should have capability for 3, 5 and / or 10 lead monitoring and should have built in arrhythmia monitoring on all leads.

Inbuilt ST segment analysis and arrhythmia detection for all the leads should be possible.

Haemodynamic and drug dose calculations should be available.

Arrhythmia should be grouped based on classifications – and should show no of arrhythmias occurred.

Respiration should be available with Cardio Vascular Artifact filter.

ICP monitoring should be possible.

It should have split screen facility.

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.

Monitor shall provide the capability to interact with alarms at remote bedsides.

Monitor shall provide the capability to receive and display real-time waveforms, trended data and alarm status from other bedside or telemetry units on the patient monitoring network.

Monitor shall provide the capability enter patient information at the bedside or central monitor.

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 must be user configurable.

Waveform color changing should 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.

Bed to bed communication between the monitors should be possible with out a central station.

Networking to central station should be possible and price of central station should be offered as optional

Patient monitoring network shall use standard TCP/IP protocol and be capable of residing on hospital's network infra-structure.

Should be compatible with HIS and should be HL7 compliant.

Monitor should provide remote viewing of real time waveforms through internet.

Patient monitoring network shall be able to support up to 1,000 monitoring nodes.

Should be supplied with necessary accessories for adult , pediatric and neonatal accessories.

Accessories and spares

1. ECG / respiration: 5 lead ECG cable and lead wire set per monitor

2. NIBP cuff 1 each (adult, pediatric and neonate)

3. SPO2 Sensor: Adult sensor with cable, pediatric sensor with cable and neonatal sensor with cable per monitor

4. IBP: Include 10 nos of disposable pressure transducer with bracket and interface cable per monitor

5. Temperature: Skin and nasopharyngeal probes per monitor.

6. EtCO2 module with d-fend& cable.

7. Spirometry module.

8. BIS cable with sensor
9. NMT module
10. CO module
11. Laser printers

Monitor should have battery backup minimum of 2 hours

The equipment should be CE Approved.

Central Monitoring Station for multi para monitor:

System should have minimum 16 beds capability.

Central station should have 19" color display.

Should have drug dose and hemodynamic calculations.

It should have possible to view information such as vital signs, alarm status, arrhythmia analysis, trended parameters, patient data etc for any selected bed from the central station.

Should have separate computer keyboard and 4 channel thermal array recorder.

Should have default alarm limits and customizable parameter settings.

Central station should have full bed review capability.

Central station should be able to be configured as a bedside monitor if required.

Should have 24 hours trends.

Should have capability for HL7 interface. Should be capable of monitoring telemetry modules.

All system should have CE certification

Should be supplied with a On-line suitable UPS

Note: Price of MULTI PARAMETER MONITOR and CENTRAL MONITORING STATION should be quoted separately.

Item No 39
RESPIRATOR VENTILATOR CRITICAL

Microprocessor controlled Ventilator for Neonates, Paediatrics and Adults patient with invasive & non- Invasive ventilation in both pressure and volume based modes.

Should be expandable and up gradable.

Should have the both pressure & flow trigger sensitivity.

Minimum of following Modes of ventilation should be present: -

- CAMV – controlled Assisted mechanical ventilation
- SIMV – with pressure and volume support mode (VS)
- Pressure controlled ventilation
- Tube compensation
- PRVC
- BIPAP/Bi-level or equivalent with pressure support
- CPAP

Inverse ratio ventilation

APRV

- PAV+ (Proportional Assist Ventilation) or equivalent mode

Should have following Parameters: -

Tidal volume: 5 to 2000 ml

• Frequency: 2 to 150 b/m

• I:E Ratio : 1:299 to 4:1

• Pressure support: 0 to 70 cmH2O

• Inspiratory time 0.2 – 8 sec.

• Inspiratory flow: 3-150 L/min.

• Inspiratory pressure : 5-90 cmH2O

• Exhalation Sensitivity: 1-80% of Spont. Peak Flow

• Oxygen cone. :- 21 to 100%

• PEEP / CPAP : 0-45cmH2O

Following parameters should be monitored:-

a) Volume: Exp. Tidal volume & M.V leakage MV

b) Tinsp.

c) Frequency

d) FiO2

e) Pressure: peak, plateau, peep, mean

f) Resistance and compliance

g) Ti/ Total & RSBI, P0.1 and Vital capacity

h) Measurement of PEEPiPEEPi volume

Should have user programmable Apnea back-up & should have detection of severe patient occlusion to protect patient against excessive airway pressure, terminate normal ventilation and allow patient to exhale through inspiratory limb by opening safety valve.

Should have at least 10” size integrated colored touch screen.

Should display: -

a) Wave forms: P x t, f x t, v x t

b) Loops: p x v, f x v

c) Should have different color for different breath

Alarms: - Audio visual Alarms for low air pressure, low oxygen pressure, low and high inspiratory pressure, low and high rate, leak rate, disconnection, apnea alarm time 15-60 sec, low battery etc.

Should have facility of log book for storage of alarms.

Should have reusable auto cleavable heated bacterial filter exhalation isolation system

Inbuilt Battery back up for ventilator for at least 30 min.

Essential Accessories:-

A) Reusable autoclavable heated bacterial filter/cassette exhalation isolation system- 10no.

B) Humidifier- Heated temperature controlled, preferably temperature monitored with alarms- 1 no.

C) Reusable humidifier chamber- 01no

D) Heater wires – 01no.

E) Heater wire adapter- 01no.

F) Flow sensor if applicable with flow sensor cables- 10no.

G) Reusable Breathing Circuits adult = 05no.

H) Reusable breathing Circuits pediatrics = 05no.

I) Reusable breathing circuits neonatal = 05no.

J) Nebulizer-

Ultrasonic nebulizer with pore size up to 2 micro meters to deliver medicament. It should not affect Ventilator parameter delivered to pt. When in use & it has both timed and Continuous nebulisation mode.

K) Compressor

a. Should be of same make as of ventilator.

b. Should be oil free, medical grade and silent (less then 60db at 1/meter) and flow upto 160LPM.

c. Should have high temperature and low-pressure alarms.

d. Compatible to be connected to compressed air from hospital central gas supply.

L) Trolley

M) Hinged arm holder for holding the circuit

N) NIV masks - both nasal and facial 2 sets each

It should have auto flow facility, manual inspiratory/ expiratory hold, sign

It should have facility to to attach to remote computer

AMC/CMC rates for 5 years should be provided along with the order

In case of any default I working of the machine , company should repair the equipment within 4 hours, as early as possible or the company should provide another machine till the equipment is repaired .

The equipment should be US FDA Approved.

Item No 40
PORTABLE X-RAY MACHINE WITH LEAD APRON

2.5 KW HF General purpose, single tank diagnostic mobile
X-ray Equipment, suitable for radiography of standing,sitting or recumbent patients as well as for patients in bed or Operation table & as stand by unit.
Comprising of High Frequency X-ray generator

Multiphase 2.5 with the following out put-

Output: 2.5 KW as per Is 7620

KV Range : 40 KV-100KV in 24 steps

mA Range :16mA-60mA,

mAs Range : 0.32mA's-200mAs

Exposure Time : Min 20 m sec

The unit will be calibrated within the permissible limit of x-ray tube

X -RAY TUBE

stationary anode x-ray tube having 1.4*1.4mm focal spot

Collimator:-

Bright field light beam collimator with 100W halogen

lamp and auto shut-off facility

Power Supply:-

Single phase 195V-265V, 50Hz power supply with line

resistance<0.8 ohms

Mobile Stand

Light weight, low height mobile stand with easy maneuverability
Total Weight = 130kg(approx)
Height in the parking position=140cm(approx)

Item No 41
ULTRASONIC CUTTING AND COAGULATION INSTRUMENT(HARMONIC KNIFE)

1. Ultrasonic generator (no current passes to or through the patient) with a frequency of 55.5 KHz, capable of incising tissue and providing haemostatic with minimum thermal injury.
2. It should have both 5mm and 10mm instruments for open and laparoscopic surgical procedures.
3. Generator should have facility to connect two double pedal footswitches, if required.
4. Generator should not have auto switch off mechanism.
5. Generator should have system diagnostics and trouble shooting guide to pinpoint and resolve alert/alarm functions like malfunctioning cable, probe etc.
6. Generator should have stand by mode for battery safety.
7. To provide cart to house the generator and accessories
8. Accessories:
a) Hand piece- transducers (all) to operate instruments mentioned in points 9 & 10
b) Foot switch with maximum and minimum pedals with cable.
9. Open surgery instruments:
a) 17 cm shaft, curved, tapered tip for precise dissection, seals 5mm vessels as well as lymphatic with 16mm active blade & 240 degree activation, triggers support multiple hand positions- quantity 4 pcs
b) 9cms shaft, curved, tapered tip for precise dissection, seals 5mm vessels as well as lymphatic with 16mm active blade & 240 degree activation, trigger support multiple hand positions quantity 12 pcs
c) 5mm hand activated curved coagulating shears capable of sealing blood vessels upto 5mm in diameter, 23cm shaft length quantity 4 pcs
10. Endoscopic(laparoscopic) surgery instruments:
5mm lap hand activated coagulation shears capable of sealing blood vessels up to 5mm in diameter, 36cm long. Quantity 12 pcs
11. The company should have fully operational service centre in India.
12. Power input to be 220-240V AC, fitted with Indian plug with UPS of suitable rating with voltage regulation and spike protection for 120 minutes backup.
13. Manufacturer should have ISO certification for quality standards.
14. User, technical and maintenance manuals to be supplied in English.
15. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.

Item No 42

O T TABLE FOR MINOR OT

Dimensions:

a) Table top length with headrest 2080mm minimum

b) Width 520mm minimum.

c) Height 700mm to 1040mm

1. The table shall be battery powered with high recharging capacity of approx 50 operations per charge.
2. The table shall be provided with a cable connected hand control box with battery charge indicator.
3. An override manual control on the head-end of the base, to be provided in case of emergency.

a) Head-rest (detachable)

b) Back section

c) Seat section

d) Split Leg section (detachable).

5. The table should have stainless steel base cover.
6. The following adjustments shall be electro-hydraulically operated:-

a) Height 700mm – 1040mm

b) Back section up/down 75 deg./45 deg.

c) Leg section up/down 30 deg/90 deg.

d) Trendelenburg/Reverse trendelenburg 30/30 deg.

e) Tilts left/right 20 deg.

f) Reset to zero position

g) Brake locking/unlocking of the table base.

7. The table shall be provided with the following standard accessories:

a) Arm board with cushion and clamp - 2 Nos.

b) Anesthesia screen with clamp - 1 No.

c) Body strap

d) Goepel knee crutches - 2 Nos.

e) Radial setting Clamp -2 Nos.

9. Patient Weight Capacity should be more than 225 Kg.
10. The table should be of international standard, i.e. C.E. & ISO

Item No 43
MINOR OT SURGERY INSTRUMENT SET

All the instruments should be from ISO 9001-2000 certified company and also CE certified

Instrument:	**Qty.**
Spencer wells artery forceps straight and curved - 6"/7"/8"	6 each
Mosq artery forceps straight and curved - 4"/5"	6 each
Kocher's artery forceps straight & curved - 6"	6 each
Dissecting forceps plain and toothed - 5"/6"	4 each

Dissecting forceps fine toothed and non toothed - 5"/6"	4 each
Russian desecting forceps - 6"	4
Towel forceps (Backhaus) - 4"	20
B.P handle - No: 3/4/7	6 each
Lister sinus dressing forceps - 6"	5
Malleable probe with eye - 6"/8"	3 each
Bozemann needle holder straight - 6"/8"	4 each
Kilner needle holder fine - 6"/6"	4 each
Mayo heggars needle holder straight - 6"/7"/8"	4 each
Dressing scissors curved and straight (sharpX sharp) - 6"	5
Dressing scissors curved and straight (sharpX blunt) - 6"	5
Iris scissors straight and curved - 5"	3 each
Knapp scissors straight and curved - 4 1/2" / 5 1/2"	4 each
Metz scissors curved and straight - 6"/7"/8"	4 each
Mayo scissors curved and straight - 6 1/2"/7 1/2"/8 1/2"	4 each
Greenberg scissors (kilner) straight and curved - 6"	4
Pott's angled scissors - 30 deg, 45 deg,60deg	2 each
Health suture removal scissors	4
Guage cutting scissors - 9"	4
Adson dissecting forceps plain and toothed - 5"/6"	4 each
Allis tissue forceps - 6"	12
Babcock grasping forceps - 6"	12
Mixture ligature right angled forceps - 6"/8"	4 each
Bowl lifting forceps - 12"	8
Mayo safety pin instrument holder	20
Cheatle jar	5
Cheatle forceps - 10"	8
Kilner skin retractor sharp and blunt	3 set each
Double hook retractor	8
Gillis skin hooks	8
Czerny retractor - 8"	6
Langenbeck retractor small - 25cmX6mm/35cmX15mm	6 each
Lengenbeck retractor big - 45cmX20mm/65cmx25mm	6 each
Lanes retractor - set of 2	2
Haemorrhoidal ligating gun with forceps - (+200 pile bands)	1
Sponge holding forceps - 8"/10"	5 each
Tubing clamp - 8"	4
Instrument sterilizing perforator box (SS) with silicon mat - 12"X10"X3"	5
Cidex box heavy stainless steel with lid - 28"X6"X5"	4
Doyen retractor - 1"/1 1/2"	4 each

Item No 44
RADIOVISIOGRAPH

1. Based on CCD or advanced CMOS technology must have sufficient fiber optics to protect the life of sensing element.
2. Sensor thickness not more than 5mm
3. Sensor size (size 1) dimensions of active area:-min 20x29mm
4. Sensor must have round edges/smooth curves for patient comfort
5. Theoretical resolution more than 22 line pairs/mm
6. No of pixels 1.5mega pixels(min)
7. Sensor wire length should be more than 2 meters
8. Direct connectivity to the computer through USB
9. Sensor must be provided with user friendly software which has facility to enhance, zoom, colorize, invert, and rotate the image. Should be DICOM compatible
10. Should have auto trigger function to eliminate the need to manually activate the sensor before exposure
11. Should be supplied with compatible computer having at least core 2 duo processor, windows 7 or vista or windows xp prof operating system, min 2GB RAM., 160GB Hard disk, CD ROM/DVD 52X(CD-R drive recommended), USB port 2.0(min 3 ports),17" LCD/TFT screen
12. Disinfectant for disinfecting sensor should be supplied along with
13. Should be supplied with sensor holder

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

   a) Comprehensive Warranty as stated in GCC clause No. 15 (in Section – IV) for complete equipment (including X ray tubes, HT Cable, Probes, Electrodes, Detectors, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/ Dispensaries/ Institute/ Medical College.
   b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
   c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

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

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

3. Training:

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

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

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

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

5. Turnkey:

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

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

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

Section – VIII

Quality Control Requirements

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

Tender Reference No.
Date of opening
Time
Name and address of the Tenderer:

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

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

02 Plant and machinery details

03 Manufacturing process details

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

05 Total annual turn-over (value in Rupees)

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

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

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

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functoning 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 functoning 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 functoning satisfactorily, any where in India of the same manufacturer.

Note:

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

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

2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No.: _____

Date & Time of opening: _____

Name and address of the Tenderer: _____

Name and address of the manufacturer: _____

Order placed by (full address of Purchaser/Consignee)	Order number and date	Description of ordered goods and services	Quantity of ordered goods	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate duly notarised certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money and or performance security furnished will be forfeited. Such certificates from a third party or middleman other than actual end user will not be accepted. The satisfactory performance implies working satisfactorily without any complaint since the date of installation, commissioning & handing over to the end user as per the standard format enclosed.

Section – X
TENDER FORM

Date_____

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

Ref. Your TE document No. _____dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver_____ *(Description of goods and services)* in conformity with your above referred document.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

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

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

(Signature with date)

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

SECTION – XI PRICE SCHEDULE

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

1	2	3	4	5							6
				Price per unit (Rs.)							
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Transportation, loading/ unloading and Incidental costs till consignee's site (d)	Insurance charges for a period including 3 months beyond the date of delivery (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)

Total Tender price in Rupees: _____

In words: _____

Note: -

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

Name_____

Business Address_____

Place: _____ Signature of Tenderer_____

Date: _____ Seal of the Tenderer_____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

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

** to be quoted in Indian Currency

Total price at Consignee's site

(A) In foreign currency : column (4 x e)_____ (In figures and words) plus

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

Note: -

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

Name_____

Business address_____

Place:_____ Signature of Tenderer_____

Date:_____ Seal of Tenderer_____

C) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

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

*** After completion of Warranty period**

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual and labour, after satisfactory completion of Warranty period may be quoted for next 5 (or as specified) years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be madeas 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_____

Place: _____ Signature of Tenderer_____

Date: _____ Seal of the Tenderer_____

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 madeas per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

Name_____

Business Address_____

Place: _____ Signature of Tenderer_____

Date: _____ Seal of the Tenderer_____

SECTION – XII
QUESTIONNAIRE

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

1. The tenderer should furnish specific answers (alongwith mention of relevant page nos. of tender) to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "not applicable"

2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

SECTION – XIV
MANUFACTURER'S AUTHORISATION FORM

To,

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

Dear Sir,

Ref. Your TE document No _____, dated _____

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

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

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

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

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs_____

[*Name & address of the manufacturers*]

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Head of Hospital/Institute/Medical College of ESIC

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no_____ dated _____ to supply (description of goods and services) (herein after called "the contract").

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

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

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

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

This guarantee shall remain valid till 2 (two) months beyond the warranty period, i.e up to ---------- (indicate date)

…….
(Signature with date of the authorised officer of the Bank)
…….
Name and designation of the officer
…….
…….
Seal, name & address of the Bank and address of the Branch

SECTION – XVI
CONTRACT FORM - A

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

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

Contract No_____ dated_____

This is in continuation to this office's Notification of Award No_____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No_____ dated_____ and subsequent Amendment No_____, dated_____ (if any), issued by the purchaser
3. Supplier's Tender No_____ dated____ _____ and subsequent communication(s) No_____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

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

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

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

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

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

Any other additional services (if applicable) and cost thereof: _____
Total value (in figure) _____ (In words) _____

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

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

Received and accepted this contract

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

(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR COMPREHENSIVE MAINTENANCE CONTRACT

Comprehensive Maintenance Contract No._____dated_____
Between

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

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

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

_____

(Signature, name and address of
Hospital/Institute/Medical College's authorised official)
For and on behalf of_____

Received and accepted this contract

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

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

The following store (s) has/have been received on said to contain basis in good condition:

1) Contract No. & date :_____

2) Supplier's Name :_____

3) Consignee's Name & Address with telephone No. & Fax No. : _____

4) Name of the item supplied :_____

5) No of cartons received which are said:

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

:_____

6) Date of Receipt by the Consignee :_____

7) Name and designation of Authorized Representative of Consignee :_____

8) Signature of Authorized Representative of Consignee with date :_____

9) Seal of the Consignee :_____

SECTION – XVIII
Final Acceptance Certificate by the Consignee

No _____ Date_____

To
M/s_____
_____
_____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No_____ dated_____

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

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

(d) Quantity:_____

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no_____ dated _____

(f) Name of the vessel/ Transporter: _____

(g) Name of the Consignee: _____

(h) Date of commissioning and proving test: _____

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

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

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
The supplier has fulfilled its contractual obligations satisfactorily ## or
The supplier has failed to fulfil its contractual obligations with regard to the following:
He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
He has not supervised the commissioning of the equipment(s)/plant(s)in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
The supplier as specified in the contract has not done training of personnel.

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

is_____.
The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.
The amount of recovery on account of failure of the supplier to meet his contractual obligations is_____ (here indicate the amount).

Signature
Name:
Designation with stamp

Explanatory notes for filling up the certificate:

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

SECTION – XIX

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

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

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

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

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

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

3. ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

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

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

   For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker& Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)
   The seller should arrange shipment through the Government of India's Forwarding Agents M/s Schenker& Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

4. SHIPMENT FROM POLAND&CZECHOSLOVAKIA

   (i) IMPORTS FROM POLAND

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

(ii) IMPORTS FROM CZECHOSLOVAKIA

Goods under this contract would be signed by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement Co-operation in shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.
Shipping arrangement should be made by the Sellers in consultation with Resident Representative of the Indian Shipping Lines in Gdynia, Co., MorskaAgencja 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, EGYPY

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

9. SHIPMENT FROM U.S ATLANTIC & GULF PORTS

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

10. SHIPMENT FROM ST. LAWRENCE AN EASTERN CANADIAN PORTS

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

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

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

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

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

B) BILLS OF LADING:

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

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

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

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

(ii) F.O.R SHIPMENTS

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

SHIPPER: The F.O.R suppliers Concerned

CONSIGNEE: Supplier's Indian Agent on order

Note:

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

SECTION – XX

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

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

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

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

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm**)**

Section – XXI

Consignee address

Sl. No.	Consignee Code	Consignee Name & Address
1	Bhiwadi	Medical Superintendent ESIC Hospital Bhiwadi, Rajasthan
2	Peenya	Medical Superintendent ESIC Hospital, Peenya, Bangalore-58
3	Manesar	Medical Superintendent ESIC Model Hospital Manesar, Haryana
4	Ezhukone	Medical Superintendent, ESIC Hospital, Ezhukone, Kollam, Kerala - 691 505. Tel: 0474-2522454/2529380; Fax: 0474-2529294
5	Thane	Medical Superintendent Employees State Insurance Scheme Hospital, Wagle Estate, Road No: 33, Thane - 400 604 Tel: 2582 3434/ 2442
6	Tirunelveli	Medical Superintendent ESIC Hospital Tirunelveli, Tamilnadu Ph: (0462) 2332105, 2332106, 2332107
7	Rourkela	Medical Superintendent E.S.I.C Model Hospital Rourkela - 04. Ph: 0661 - 6536386, 2513554 Fax: 0661-2512936.
8	Naroda	Medical Superintendent, ESI General Hospital, Near Railway Crossing, Himmatnagar Highway, Naroda, PO: Kubernagar,Ahmedabad-382340 (Gujrat) Phone: 079-22812333/36
9	Manicktala	Medical Superintendent ESI Hospital Manicktala, Bagmari Road Kolkata - 700 054
10	Rajajinagar	Medical Superintendent ESIC Model Hospital Rajajinagar, Bangalore-560 010 Ph: 080-2332 0271/72
11	Ludhiana	Medical Superintendent ESIC Hospital Ludhiana, Punjab

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