TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENTS

RS:200/- For each equipment
EMPLOYEES' STATE INSURANCE CORPORATION
MODEL HOSPITAL
NACHARAM, HYDERABAD-76.
E-mail-ms-nacharam.ap@esic.in Phone no.- 040-27173315
NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.52-U.SS-16-11/ESIC/NR/12
Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad, Andhra Pradesh invites sealed tenders from eligible and qualified tenderers for supply of following Medical Equipment **Harmonic Knife** for ESIC Model Hospital, Nacharam, Hyderabad.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details</th>
<th>Quantity</th>
<th>E.M.D.</th>
<th>Cost of the tender document</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Laboratory Equipments (Two Bid System)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01</td>
<td>Semi Automated coagulation Analyzer 01No</td>
<td>Rs.3000/-</td>
<td>Rs.200-00</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Automatic Tissue processor 01No</td>
<td>Rs.45,000/-</td>
<td>Rs.200-00</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Rotatory Microtome 01No</td>
<td>Rs.18,000/-</td>
<td>Rs.200-00</td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>5-part Automatic Hematology Analyzer 01No</td>
<td>Rs.45,000/-</td>
<td>Rs.200-00</td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Elisa Reader with washer 01No</td>
<td>Rs.12,000/-</td>
<td>Rs.200-00</td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Biological Safety cabinet 01No</td>
<td>Rs.15,000/-</td>
<td>Rs.200-00</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>ICU Equipment (Two Bid System)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Defibrillator 02No's</td>
<td>Rs.24,000/-</td>
<td>Rs.200-00</td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>Gynecology Equipments (Two Bid System)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>C.T.G machine 01No</td>
<td>Rs.12,000/-</td>
<td>Rs.200-00</td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>Harmonic Knife 01No</td>
<td>Rs.30,000/-</td>
<td>Rs.200-00</td>
<td></td>
</tr>
</tbody>
</table>

The schedule for different activities are as below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Dates of sale of tender enquiry documents</td>
<td>02-05-2013 to 22-05-2013</td>
</tr>
<tr>
<td></td>
<td>From 10 am to 4 pm</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Closing date &amp; time for receipt of Tender</td>
<td>Upto 2 pm on 23-05-2013</td>
</tr>
<tr>
<td></td>
<td>For the equipments 1-5</td>
<td>Upto 2 pm on 24-05-2013</td>
</tr>
<tr>
<td></td>
<td>For the equipments 6-9</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Time and date of opening of Techno-Commercial tenders</td>
<td>At 3 pm on 23-05-2013</td>
</tr>
<tr>
<td></td>
<td>For the equipments 1-5</td>
<td>At 3 pm on 24-05-2013</td>
</tr>
<tr>
<td></td>
<td>For the equipments 6-9</td>
<td></td>
</tr>
</tbody>
</table>

Interested tenderers may obtain tender enquiry document on payment of non-refundable fee of Rs200/- + Vat for each individual equipment from the office of Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad, Andhra Pradesh.

Tenderer may also download the tender enquiry documents from the web site www.esic.nic.in and submit its tender by utilizing the downloaded document, along with the required fee of Rs. 200/- + vat for each individual equipment in the form of demand draft or banker’s cheque.
Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at the office of Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad, Andhra Pradesh on or before the closing date and time indicated 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 above, failing which the tenders will be treated as late tender and rejected.

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. The Tender Enquiry Documents are not transferable.

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

Medical Superintendent
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
(iv) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
(v) “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.
(vi) “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.
(vii) “Earnest Money Deposit” (EMD) means Bid Security/ Monetary or demand draft form to be furnished by a tenderer along with its tender.
(viii) “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.
(ix) “Performance Security” means money or in the form of D.D to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
(x) “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.
(xi) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
(xii) “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.
(xiii) “Day” means calendar day.

2. Language of Tender

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.

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.

3. Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in this documents.
4. 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.

B. PREPARATION OF TENDERS

5. Documents Comprising the Tender
5.1 The Two Tender System, i.e. “Techno – Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

A) Techno – Commercial Tender (Un priced Tender)
i) Earnest money furnished in accordance with TE document
ii) Tender Form dually signed and serially numbered and indexed
iii) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation in the prescribed format as per Annexure-I
iv) Power of Attorney/Authorisation in favour of signatory of TE documents
v) Performance Statement along with relevant copies of purchase orders and end users’ satisfaction certificate.
vii) Price Schedule(s) filled up with all the details including Qty., Make, Model, Country of origin, etc. of the goods offered with prices blank (without indicating any prices).
vii) Checklist as per Annexure- II

B) Price Tender:
The information given at clause no. 5.1 (vi) above should be reproduced with the prices indicated.
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.
5.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
5.3 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.
5.4 Tender sent by fax/telex/cable/electronically shall be ignored.

6. Tender currencies
6.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
6.2 For imported goods if supplied directly from abroad, prices shall be quoted in Indian rupees. 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.
6.3 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

7. Tender Prices
7.2 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.
7.3 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.

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.

Contd… 4
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.

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

7.4.1 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 price of CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

8. Indian Agent

8.1 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 shall also be furnished.

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.

9. Earnest Money Deposit (EMD)

The earnest money shall not be accepted in any other form except the following:

i. Account Payee Demand Draft or

ii. Banker’s cheque

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 ESIC account no. I, payable at Hyderabad.

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.

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.

10. Tender Validity

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.

Contd….5
11. Signing and Sealing of Tender

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 initialed 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 initialed by the person(s) signing the tender.

TE document seeks quotation following two Bid System, in two parts. First part will be known as ‘Techno-Commercial Tender’, and the second part ‘Price Tender’. 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.

C. SUBMISSION OF TENDERS

The tenderers are to deposit the tenders in the tender box kept for this purpose at the office of Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad, Andhra Pradesh.

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.

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.

D. TENDER OPENING

12. Opening of Tenders

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

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 Techno-Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in TED. 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 later 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.

E. AWARD OF CONTRACT

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.

Contd...6
13. Notification of Award

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.

14. Return of EMD

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest.

15. Publication of Tender Result

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

15. 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. The purchaser

(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.

17. Inspection, Testing and Quality Control

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.

18. Warranty

18.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

18.2 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 in the TED.

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

18.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier.

18.5 above irrespective of any other period mentioned elsewhere in the bidding documents.

18.6 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

18.7 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of two years.

18.8 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.

19. Taxes and Duties

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

Contd...7
20. Terms and Mode of Payment

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

A) Payment for Domestic Goods Or Foreign Origin Located Within India.
Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:
90% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:
(i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
(ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
(iii) Two copies of packing list identifying contents of each package;
(iv) Inspection certificate issued by the nominated Inspection agency, if any;
(v) Certificate of origin.

b) On Acceptance:
10% balance payment would be made against ‘Final Acceptance Certificate’ of goods to be issued by the consignee 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 imported goods shall be made in the Indian currency as specified in the contract in the following manner:

a) On delivery:
Ninety (90) % of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) in Indian currency 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 and documents also to be submitted for payment of LC confirming that dispatch documents have 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

C) On Acceptance:
(i) Balance payment of 10% of net price of goods would be made against ‘Final Acceptance Certificate’ Letter of Credit (LC) in Indian rupees opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.
(ii) 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 by the tenderer.
iii) 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.

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

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

iii) 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.

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

v) 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.

vi) 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.

vii) 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.

viii) 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 despatch of goods.

(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) The contract price where it is subject to variation has been finalized.

(c) 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.”

Contd….9
21. 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.

22. Force Majeure
26.1 Notwithstanding the provisions contained in TED 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.

23. Resolution of disputes
23.1 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 the office of Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad, Andhra Pradesh.

23.2 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 Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad, Andhra Pradesh. 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/-)

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

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

Contd…10
LIST OF REQUIREMENTS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Semi Automated coagulation Analyzer</td>
<td>01No</td>
</tr>
<tr>
<td>02</td>
<td>Automatic Tissue processor</td>
<td>01No</td>
</tr>
<tr>
<td>03</td>
<td>Rotatory Microtome</td>
<td>01No</td>
</tr>
<tr>
<td>04</td>
<td>5-part Automatic Hematology Analyzer</td>
<td>01No</td>
</tr>
<tr>
<td>05</td>
<td>Elisa Reader with washer</td>
<td>01No</td>
</tr>
<tr>
<td>06</td>
<td>Biological Safety cabinet</td>
<td>01No</td>
</tr>
<tr>
<td>07</td>
<td>Deefibrillator</td>
<td>02No’s</td>
</tr>
<tr>
<td>08</td>
<td>C.T.G machine</td>
<td>01No</td>
</tr>
<tr>
<td>09</td>
<td>Harmonic Knife</td>
<td>01No</td>
</tr>
</tbody>
</table>

Part II: Required Delivery Schedule:
Within 90 days from date of opening of L/C for imported goods. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period). If there are any domestic supplies, those shall be supplied on or before the imported items are delivered.

Part III: Scope of Incidental Services:
Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. 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: Required Terms of Delivery and Destination.
- **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.
- **For Imported goods directly from abroad:**
  The foreign tenderers are required to quote their rates in Indian rupees 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.

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, at least 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last Five years from the date of Tender Opening, at least 50% (or one No. where the schedule of requirement is one no.) of quoted quantity of similar model which is functioning satisfactorily anywhere 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, at least 50% (or one No. where the schedule of requirement is one no.) of the quoted quantity of similar equipment which is functioning satisfactorily, anywhere in India of the same manufacturer.
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS OF SEMI-AUTOMATED COAGULATION ANALYSER

1. To measure Prothrombin Time, Activated Partial Thrombin time (APTT), Fibrinogen, Thrombin Time, Factors (Intrinsic & Extrinsic) 2, 5, 7, 8, 9, 10, 11, 12, Protein C & Protein S.

2. Should be 4 Channel, random access coagulation analyser.

3. Should be able to perform 4 different parameters in 4 channels at the same time.

4. **DETECTION PRINCIPLE:**
   1. Photo-optical scattered light & percentage end point for clot detection method.
   2. Mechanical method.

5. Complete coagulation curve for each test performed.

6. Sensitivity for fibrinogen must be up to 50-450 mg/dl

7. Should report derived fibrinogen from the PT Test at no extra cost.

8. Should have two level flagging for each parameter.

9. Should have sensor based mixing mechanism starting automatically on reagent addition.

10. Should have at least 8 wells for plasma preparation.

11. Should have at least 5 positions for pre-warming reagents (37 ± 1).

12. Should have QC Programms with data storage of 3 files for each parameter with 50 data points for 14 parameters.

13. Built in thermal graphic printer.

14. Reagent prices for PT, APTT, FIBRINOGEN.

15. Prices of controls.

16. IQ/OQ/PQ Documentation

17. Warranty-3 years, CMC to be quoted for next 5 Years.
TECHNICAL SPECIFICATIONS OF TISSUE PROCESSOR.

1. Microprocessor controlled Tissue Processor with 9 freely selectable programs
2. User programmable parameters like infiltration time, delay time, vacuum on-off, agitation on-off and single or double basket operation
3. Programmable infiltration time from 5 minutes to 99 hours 59 minutes in 1 minute increments
4. Delayed start up function to a maximum of 9 days
5. Drain time of 60 sec in each station to reduce carry over contamination
6. Reagent containers of 1.8 litre with seals to minimize evaporation and exposure of the hazardous fumes
7. Agitation in 3 sec intervals with on/off function for thorough and even mixing of reagents
8. Maximum tissue processing capacity of 80 – 100/ 160 Tissue Cassettes using with single /double basket operation
9. Integrated vacuum pump- programmable to apply vacuum during fixation, dehydration, cleaning and wax infiltration stations.
10. Maximum safety concept with automatic immersion of the tissue basket into the beaker in case of power failure
11. Audible alarms, error messages and warning codes for maximum safety
12. Chloroform resistant wax bath with temperature adjustment from 45–70C
13. Wax bath with over temperature (at 75 C) and under temperature cut-off facility for the safety of tissues
14. Electronic locking facility to avoid inadvertent operation
15. Optional fume extraction system with charcoal filter for safe disposal of hazardous fumes
16. Facility of manually lift the corousal and remove tissues in case of long power failures.
17. AMC/ CMC Required.
18. CE /USFDA APPROVED.
Technical specifications for Manual Rotary Microtome

- Ergonomically located coarse feed wheel for fatigue-free operation
- Extremely smooth-running hand wheel due to patented spring-based force balancing system
- Two safety locking mechanisms on the hand wheel.
- Section thickness setting range – 1-60μm. Trimming thickness ranges - 10, 30 μm
- Total horizontal specimen feed – approx 30mm. Vertical stroke length of 70 mm for larger samples
- Specimen retraction: approx 60μm can also be deactivated. Precision specimen orientation with zero point reference
- Specimen orientation – horizontal 8° & Vertical 8°. Non orienting fixture for specimen clamps is available as an optional accessory.
- Single-handed operation specimen clamps.
- Facility to use cassette clamps also.
- A precise knife holder lateral adjustment ensures that the entire width of the blade can be utilized.
- Universal knife holder base for difference knife holders.
- Disposable blade holder with integrated safety finger protection guard.
- Spacious magnetized section waste tray.
- Complementary disposable blades, High Profile – 100 No’s & Low Profile 100 No’s
- AMC / CMC Required.
- Extended 2yrs Warranty.
- CE / US FDA approved.
TECHNICAL SPECIFICATIONS – HEMATOLOGY ANALYZER

1. Fully Automated 5 – Part differential hematology analyzer.

2. Discrete analysis modes for CBC, CBC + DIFFERENTIAL.

3. Parameters to be provided
   - WBC, RBC, HGB, HCT, MCV, MCH, MCHC, NEUT%, LYMPH%, MONO%, EOS%, BASO%,
   - NEUT#, LYMPH#, MONO#, EOS#, BASO#, RDW – CV, PLT, MPV, PCT, PDW,
   - ATYPICAL CELLS, IMMATURE CELLS.

4. Detection principles
   - RBC/PLT – Hydrodynamic focussing / Impedance method
   - HB – Cyanide free SLS – HB / Calorimetric method / photometry.

5. Differentiation – Flow cytometry / DHSS.

6. Semiquantitative Flagging to quantify degree of abnormality

7. Multichannel analysis – better resolution 7.60-80 samples / hr.


9. Auto loader, stat mode, pre analysis mixing, automatic sample re run mode.

10. Interface attachment.

11. Barcode reader, printer, UPS – 1 KVA with 15 mts back up.

12. Linearity of WBC COUNT 0-4 Lakhs, PLATELET COUNT 0-50 Lakhs, HAEMOGLOBIN – 0-25 g/dl.

13. Data storage – 10,000 samples.


15. Common controls for CBC & CBC DIFF. Controls pack size & price to be freeze’d for next 3 yrs. – External Quality Controls.


17. Cost per test with reagent consumption of every reagent (including start up & shut down).

18. CE/USFDA Certification.

19. IQ/OQ/PQ Documentation.

20. Warranty – 3 yrs, CMC to be quoted for next 5yrs.
TECHNICAL SPECIFICATIONS FOR BIOLOGICAL SAFETY CABINET CLASS II A2

1. Biological Safety Cabinet with superior protection of the user, sample and the environment with ergonomic design and operational cost saving unit.

2. Length of the Cabinet should be 4 Feet.

3. Dimensions around for 4 Feet.

4. The Cabinet should be certified to NSF/ANSI 49 and UL61010-1 and EN12469.

5. Should have minimum two filters to deliver ISO class 3 air cleanliness to work area. Dual long life ULPA filter / HEPA filter for supply & exhaust airflow.

6. Supply/exhaust air filters EN 1822 compliant – ULPA filter with > 99.999% efficiency at 0.1-0.3 micron particle size or HEPA H14 99.995% at 0.3micron particle size.

7. Advanced more efficient model will be preferred.

8. Should have dual motors for independent control over inflow and down flow velocities.

9. Down flow and Exhaust should be equipped with ULPA / HEPA filters for Safety of Sample, User and Environment.

10. The exhaust blower on the Cabinet must continue operating when the supply blower stops working. If the exhaust blower should fail, the supply filter will also be turned off for the safety of user and the Environment.

11. Should have pressure sensor monitoring system (rather than anemometer) which detects pressure changes inside the plenum and ensures safe airflow across the entire work surface.

12. Contaminated positive pressure plenum should be surrounded by negative pressure plenum for uniform airflow.

13. Should have microprocessor controlled easy to read controls with large display of operating parameters and functions such as within the reach from the seated working position.

14. Should have performance factor which display’s Real Time information of overall cabinet status of operational safety, Service requirements, Performance Data including inflow and down flow velocities, Hours of Operation and Reduced speed operations.

15. Alarms - Visual and Audible for correct working position of the window, Airflow Safe or Restricted.

16. In course of short intervals of cabinet window closing the blower should be reduced to 30% speed ensuring sterile work environment and extending the life of filter usage.

17. Ergonomically angled front to improve reach and comfort.

18. The front sash must be made of laminated safety glass to ensure containment of potentially hazardous samples.

19. Quickstart mode to turn blower & lights ON/ OFF by moving the sash window to correct position.

20. Antimicrobial powder coating on all painted surfaces to minimise contamination.

21. Maximum load of one piece work tray should be more than 45kgs.

22. Working height of front window should be around 10 inches.

23. Maximum opening height of front window should be around 21 inches.

24. All cabinet components, including Filters should be easily accessible from the front to allow for faster service with minimum work disruption during preventive maintenance and recertification. The window design should allow simplified filter scanning during certification.

25. Should have comfortable Arm rest with provision for safe air flows.

26. Should have single piece SS work tray with load taking capacity of 50Kgs with easy cleaning and minimum loss of pipette tips and debris into the drain pan.

27. To reduce risk of sample cross contamination, the window sash should be easily lowered to clean the interiors of entire glass safely and easily without removing any part and should be easily accessible for the service.
28. The UV lamp must be programmable from 30min - 24Hrs with auto shut off.
29. Noise level should be equal or less than the prescribed levels of NSF/ANSI 49.
30. Power consumption operating set point should be less than 0.3kw
31. Current consumptions should be less than 3Amps.
32. Should have a provision for at least 2 Access ports on each side.
33. Cabinet should include an Adjustable Stand with caster wheels, UV Light, set of Arm rests as a package.
34. Should come with THREE YEARS Parts and Labour Warranty. Warranty for filters required.
35. Should provide IQ / OQ / PQ calibration certificate when required.
36. Should provide training to the staff.
AMC required.
ELISA Reader

ELISA Reader is required to read the colour density known as Optical density (OD) in Enzyme Linked Immunosorbent Assay plates.

1. Should have 96 wells and should have reading capability of 1 to 96 wells individually.
2. Should provide accurate, reproducible and fast measurements
3. Should have a linear measurement range of 0 to 3.000 Abs.
4. Should have both single and dual wavelength reading option with facility for kinetic measurement
5. Should have wavelength range from 400 to 750nm
6. Machine should be supplied with 5 standard filters i.e. 405, 450, 492, 530, & 620 nm and also have 3 open positions for future additions.
7. Should have a photometric accuracy of ±3% or better.
8. Should have a resolution of 0.001Abs and minimum resolution of 0.0001 O.D
9. Should have in built variable speed plate shaking capability with selectable speed and time.
10. Should have easy access 8 position filter wheel.
11. Should have automatic calibration before each reading.
12. Should have at least 6 second reading speed.
13. Should have facility for storage of calibration curves.
15. Should have different types of blanking facility like air wise and well wise i.e. flexible blank mode setting.
16. Should be capable of reading all types of microwell plates with transparent bottom U, V and flat type wells
17. Should be capable of reading 8 or 12 well strip plates.
18. Can read end point & kinetic reactions.
19. Should use LED based maintenance free, long life- light source or halogen lamp.
20. Should have external printer connectivity option. Compatible with USB- printer ( new USB interface) & ergonomic handling.
21. Advanced model will be preferred.
22. Memory back-up option should be provided for data management. Storage of immediately preceding measurements. At least 15 user programmable tests permanently stored.
24. Should work with input 200-240VAC, 50 Hz supply.
**ELISA WASHER**

1. Should have capability to wash flat, U or V bottomed micro plates or 8 or 12 well strip plates.
2. Should have 8 or 12 way manifold.
3. Should have 25 wash program memory or more.
4. Should have easily programmable washing time, volume and soaking time.
5. Should have large choice of washing methods which can be combined for most complex washing sequences.
6. Should have continuous operating cycle.
7. Should have minimum 6 wash cycle.
8. Should have residual volume less than 6μl and dispensable wash volume 50-300μl /well.
9. Should have in-built vacuum and dispensing pumps to ensure accurate and quite washing.
10. Should have removable and autoclavable plate carrier
11. Should have waste bottle with full bottle alarm or sufficient mechanism to avoid spillage and damage to equipment
12. Should have solution based wash buffer intake
13. Should work with input 200 to 240Vac 50 Hz supply.
14. Should provide aerosol shield for user safety and dust cover for both machines.

Environmental Factor-
The unit shall be capable of being stored /operated continuously in ambient temperature of 0-50oC and relative humidity of 15-90 %.

Standards and safety-
Should be certified by CE-IVD / FDA / ISI /ISO.

Documentation-
- User /Technical /Maintenance manual to be supplied.
- Certificate of calibration and inspection from the factory.
- List of equipments available for providing calibration & routine maintence support as per manufacturer documentationin service / technical manual.
- Log book with instructions for daily, weekly, monthly and quaterly maintence checklist.
- Comprehensive training for lab staff and support services till familiarity with the system.s
SPECIFICATIONS FOR CARDIAC MONITOR CUM DEBIBRILLATOR

- Should be based on latest technology, compact design upgradable to mounted on moulded Sturdy trolley, Castor wheel with lockable system and facility to store accessories.
- Should be a low energy Biphasic Defibrillator, monitor with recorder, having capacity to arrest all arrhythmias with multiple selectable energy levels maximum 200 joules.
- Should have facility to disarm after 30 seconds.
- Should work on manual and automatic external defibrillator mode with voice prompt.
- Should monitor ECG through pads, paddles & monitoring electrodes.
- Should defibrillate through pads and paddles.
- Should be capable of doing synchronized cardio version through paddles.
- Should have an inbuilt printer.
- Should have charging time of less than 3 seconds for maximum energy.
- Should have bright TFT/LCD display screen more than 4” for viewing messages and ECG waveform of 4 seconds.
- Should have external paddles with paddles contact indicator- for good paddle contact.
- Should have event summary facility for recording and printing atleast 50 events and 50 waveforms.
- Should have configurable shock protocol, set up mode and auto self test before usage and set up function.
- Should have configurable audio visual alarm limits for Heart rate and other parameters.
- Should have internal/external facility to store patient data more than 90 minutes of patient ECG & events.
- Should have sealed battery capable of usage for atleast 90 minutes or 40 aprox. Discharges.
- Should have capable of printing reports on event summary, configuration, self test, battery capacity etc.
- Should have Pulseoxymetry to detect low perfusion situation based on MASMO/ Nellcor/FAST technology.
- Should have transcutaneous (external) demand & fixed mode pacing.

Quality Standard:

Valid FDA & CE.

- Safety feature for Electro-Magnetic compatibility and Electric safety standard as per accepted on international standard.

Standard Accessories for each machine:

Pediatric and Adult defibrillator paddle- 1 each.

Reusable oxymetry probes for pediatric and adult – 1 each

Disposable pads & paddles 10 each
SPECIFICATIONS FOR CARDIOTOCOGRAPH UNIT (C.T.G.):

- It should be portable, compact, light weight, simple to use with user friendly features.
- It should be battery operatable, compatible with bed side and ambulatory monitoring upto 100m distance.
- It should have clear visual display in color with digital screening process technology.
- It should be integrated to show fetal heart rate accurately in beats per minute, intrauterine pressure and changes.
- It should have automated fetal movement detection and maternal sensed fetal movement marker on display.
- It should have twin variant compatibility to record twin traces simultaneously in two different color graphs.
- It should have user defined alarm setting to pickup signals for fetal Tachycardia, Bradycardia and loss of contact.
- The transducer for the fetal heart rate and toco should have color code and water proof with safe low voltage monitoring.
- The CTG unit should be able to store atleast 100 CTG and enable for memory feature for accurate reproducibility.
- Internal battery should enable continuous of monitoring and rechargeable.
- The trace should give high accuracy printing (integrated) and should connectable to a PC compatible printer.
- The parts should be easily available and replaceable.
SPECIFICATIONS FOR HARMONIC KNIFE

The equipment should have the following features:

- It should be a tissue sealing device that can simultaneously transects seals vessels with atleast 7mm-10mm, large tissue pedicles and vascular bundles with minimal thermal damage to the tissue (-1mm) during laproscopic surgeries.
- It should be enabled to use under water/saline efficiently.
- It should came with reusable shaft size of 5mm.
- It should provide rapid hemostasis.

**Electro Surgical Diathermy unit:**

- It should have a high frequency system for use in both open and endoscopic surgeries.
- It should have atleast two monopolar output and two bipolar output The monopolar output should cut atleast 350 to 400 watts power output.
- The monopolar output for coagulation should be atleast 320 watts.
- The bipolar sealing output should be 300 watts and bipolar cut output should be atleast 120w.
- The main current should be atleast 6amp power input max 40w.
- There should be screen display showing the monopolar and bipolar output.
- It should be user friendly, simple, speed, precision and safety standard.

**Standards:**

- It should be classified to type CF; DN defibrillatin proof with approval mark of conformity CE 0297.
- The approximate weight should be 8kg-10kg and dimension within 400X200X350 mm.

**Accessories:**

- Bipolar scissors for both open and laproscopic surgery for fast and safe hemostasis.
- Bipolar clamp for sealing vessels or tissue bundles in open surgery without any lateral thermal damage.
- Monopolar and bipolar cable with patient plate.
  System should have automatic instrument recognition and universal connector.
- System should be CE approved.
- System should have a touch screen display for fast and setup operation and on-screen diagnostics.
- System should have a high resolution display with wide viewing angles.

Contd..2
System should have a potential equalization terminal for compatibility with other medical systems requiring such connections.

System should provide class-1 protection against electric shock.

System should have the ability to select hand switch or foot switch activation and the ability to change selection during use.

System should not have minimal lateral thermal spread more than 1mm.

System should have stand by mode to ensure safety.

System should come equipped with system diagnostics and trouble shooting guide to pin point any problems in the systems.

System should have on screen warning display system for generator overheating, generator software upgrade, hand piece errors and instrument errors.

System should be compatible for open surgery and for laparoscopic energy.

System should be compatible with both 5mm and 10mm instruments.

All hand probes for open and lap procedures should be able to simultaneously cut and coagulate tissues.

System should have hand instruments of 5mm shaft diameter for both open and laparoscopic procedures in the following shaft lengths (14cm, 25cm, 35cm, & 45cm) and should be both hand and foot activated, with following specifications:

- Scissor grip curved coagulating shears with curved, tapered tip for precise dissection and with 24-degree activation triggers that support multiple hand positions in the following shaft lengths (9cm and 17cm). Can seal blood vessels up to and including 5mm in diameter.

- Pistol grip curved coagulating shears with ergonomic handle in the following shaft lengths (23 cm, 36 cccm, 45 cm). Can seal blood vessels up to and including 5mm in diameter. Curved blade and Dissecting hook having telescoping shaft (10cm-14cm) with integrated hand activation control buttons)

5mm Lap Dissecting hook, 32cm long.

should comprise the following:

**Hardware:**

1. Energy source, quantity-1no

**Footswitch &cable, Quantity-1no each**

**Accessories:**

- Handpiece for laparoscopic surgeries, Quantity-1no.
- Handpiece for open surgeries, Quantity-1no.
- Energy source Cart, Quantity-1no

Contd..3
Adaptors for energy instruments, Quantity - 1 each.

**Disposables:**

- 5mm shaft diameter laproscopic curved shear, Shaft length-36cm, Quantity-6no.s
- 5mm shaft diameter laproscopic Hook blade, Quantity-2no.s
- Curved shear for open surgeries - Shaft length 17 cms, Quantity-1no.
- Probe with 35cm shaft and 5mm round head, Quantity-6no.s.
- Probe with 14cm shaft and 5mm round head, Quantity-6no.s.
- Probe for open surgeries with 40cm curved jaw and 22 cm shaft-6no.s.

It should be capable of marking in three modes.

- Flat
- Blunt
- Sharp

- 5mm coagulation, 360° rotation capable of cauterizing vessels up to 5mm.
- It should not have auto-switch off mechanism.
## CHECKLIST

**Name of Tenderer:**
**Name of Manufacturer:**

<table>
<thead>
<tr>
<th>s.NO</th>
<th>Activity</th>
<th>Yes/No/NA</th>
<th>Page No. In TED</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Have you enclosed EMD of required amount for the quoted schedules?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>In case of Technical deviations in the compliance statement, have you identified and marked the deviations?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Have you enclosed duly filled Tender Form as per format ?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Have you enclosed Power of Attorney/ Authorisation in favour of the signatory?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Have you submitted manufacturer’s authorization as per Annexure -II?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>Have you submitted the certificate of incorporation?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>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?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Have you intimated the name and full address of your Banker (s) along with your Account Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Have you furnished Annual Report (Balance Sheet and Profit &amp; Loss Account) for last three years prior to the date of Tender opening?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Have you submitted the Quality Control Requirements as per Proforma given the TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Have you accepted delivery period as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Have you accepted the terms of delivery as per’ DDP at consignee site basis”?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Have you accepted the warranty/CMC as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Have you accepted all terms and conditions of TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Have you fully accepted payment terms as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Have you submitted satisfactory end user performance certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Have you submitted copy of the order(s) against the above end user certificate(s)?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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)
MANUFACTURER’S AUTHORISATION FORM

To,
Medical Superintendent
ESIC Model Hospital,
Nacharam, Hyderabad-500076
Andhra Pradesh

Dear Sir,

Ref. Your TE document No ____________, dated _____________

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

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

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

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs___________________________

[Name & address of the manufacturers]

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

2. Original letter may be sent.
TENDER FORM

Date __________

To,
Medical Superintendent
ESIC Model Hospital,
Nacharam, Hyderabad-500076
Andhra 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
## PRICE SCHEDULE

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Brief Description of Goods (with make &amp; model)</th>
<th>Country of Origin</th>
<th>Quantity</th>
<th>Price per unit (Rs.)</th>
<th>Total Price (at Consignee Site) basis</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4x5(g)</td>
<td>Ex - factory/ Ex - warehouse/Ex showroom/Off - the shelf</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ex - factory/ Ex - warehouse</td>
<td>Excise Duty (if any)</td>
<td>Sales Tax/ VAT (if any)</td>
<td>Transportation, loading/ unloading and Incidental costs till consignee’s site</td>
<td>Insurance charges for a period including 3 months beyond the date of delivery</td>
</tr>
<tr>
<td></td>
<td>/Ex showroom</td>
<td>(%) &amp; value</td>
<td>(%) &amp; value</td>
<td>(%) &amp; value</td>
<td>(%) &amp; value</td>
</tr>
<tr>
<td></td>
<td>/Off - the shelf</td>
<td>(%) &amp; value</td>
<td>(%) &amp; value</td>
<td>(%) &amp; value</td>
<td>(%) &amp; value</td>
</tr>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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________________________**
C) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

<table>
<thead>
<tr>
<th>Item Sl.No.</th>
<th>Brief Description of the goods</th>
<th>Quantity(No.s)</th>
<th>Comprehensive Maintenance Contract Cost for Each unit year wise*</th>
<th>Comprehensive Maintenance Contract Cost for 5 (or as specified) Years[3X(4a+4b+4c+4d+4e)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>1st</td>
<td>2nd</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>a</td>
<td>b</td>
</tr>
</tbody>
</table>

*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 which includes preventive maintenance include testing & calibration as per technical/service/operational manual and labor, after satisfactory completion of Warranty period may be quoted for next 5 (or as specified) years on yearly basis for complete equipment and Turnkey.(If any).

3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

4. Cost of CMC will be added for Ranking/Evaluation purpose.

5. The payment of CMC will be made as per clause GCC clause 21.1(D).

6. The uptime warranty will be 98% on 24 (hrs) X7(days)X365(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 responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name

Business Address

Signature of Tenderer

Seal of the Tenderer

Place:

Date:
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following stores have been received in good condition:

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