

**JAWAHARLAL INSTITUTE OF POST GRADUATE
MEDICAL EDUCATION AND RESEARCH**

(AN INSTITUTE OF NATIONAL IMPORTANCE)

PART-D

TENDER DOCUMENT

For the work of

*Establishment of IVF LAB at WCH Block for JIPMER,
Puducherry.*

PART-II

Special conditions for Supply of Medical equipments and Furnitures..

TENDER NO. HLL/IDS/IVF-JIPMER/16/03

Dated: 25th May 2016

HLL LIFECARE LIMITED.

Tender Enquiry No.: HLL/IDS/IVF-JIPMER/16/03

Dated: 26th May 2016

1. Detail list of Medical Equipments

MEDICAL EQUIPMENTS		
Sl no.	Description	Quantity in nos.
1	Sperm Counting Chamber - CRYOCELL	1
2	Refrigerator - 360 L capacity With Temperature controlled	1
3	pH Monitor	1
4	USG Portable Machine with TAS and TVS probe(Kindly check the availability of USG machines in other depts., may be shifted)	1
5	Portable Mobile Light (Select Simple one)	2
	ICSI Machine Antivibration Table	1
6	Co2 Incubator Stand (SS)	2
7	Trolley for Patient Shifting	1
8	Co2 Cylinder with regulators D Type	2
9	Pre mixed gas cylinder(Nitrogen,O2, Co2)	2
10	Patient Examination Table	2

2. Detail list of Furniture

FURNITURES		
Sl. No.	Description	Quantity in nos.
1	Study tables for faculty rooms, anaesthesia and staff nurses	6
2	Consultant Chairs	6
3	Patient waiting chairs	20
4	Locker Cupboard	4
5	Cot for ultrasound room	1
6	Weighing machine	2
Stainless steel furnitures in embryology lab/ OP		
7	Stools	4
8	Tables	4
9	ICSI chairs (with back rest)	2
10	Steel Racks / compartment	2

Special conditions for Medical Equipments and furniture

1. Documents Comprising the Tender

- 1.1 The **Two Tender System**, i.e. “Techno-Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

A) Techno-Commercial Tender (Unpriced Tender)

- i) Price Schedule(s) as per Section XII filled up with all the details including Make, Model, Name of manufacturer, etc. of the goods offered with prices blank (without indicating any prices).
- ii) Statement of deviations parameter wise from tendered technical specifications, if any.

2. Tender currencies

- 2.1 The tenderer shall quote only in Indian Rupees.
- 2.2 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

3 Tender Prices

- 3.1 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, same should be clarified as “NA” by the tenderer.
- 3.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules.
- 3.3 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.

- 3.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 3.4.1 **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 annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

3.5 Additional information and instruction on Duties and Taxes:

3.5.1 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.

3.5.2 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 relief, exemptions, rebates, concession etc. if any obtained by the supplier.

3.5.3 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.

3.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of entry tax/town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy

of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

- 3.6 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 3.7 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.
- 3.8 HLL Lifecare Ltd. is only a procurement consultant/agent and the **supplies/equipments/goods against this contract are meant for supply under JIPMER project. The ownership of the supplies/equipments/goods belongs to JIPMER Medical college, Puducherry.**

4. Firm Price

- 4.1 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.
- 4.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

5. Alternative Tenders

- 5.1 Alternative Tenders are not permitted.
- 5.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

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

- 6.1 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.
- 6.2 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.
- 6.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

7. Minor Informality/Irregularity/Non-Conformity

- 7.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on

such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

- 28.1 The purchaser may seek clarifications of historical nature from the tenderers, which has no bearings on prices.

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.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

- 30.1 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. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

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.

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. Annual Comprehensive Maintenance Contract

- 5.1 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form' 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.
- 5.2 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 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.

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 to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no 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 in SCC. 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 in SCC, 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. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.
- 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. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.
- 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.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery as specified in the list of requirement.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:
The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods on DDP basis at consignee's site.

11. Insurance:

- 11.1 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 arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from "warehouse to warehouse" (consignee site) on

all risk basis. The insurance cover shall be obtained by the Supplier **making the consignee as beneficiary** and should be valid till 3 months after the receipt of goods by the Consignee.

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

- 13.1 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.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) 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** 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.
 - 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 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the **warranty for the rectified/replaced goods shall be extended to a further period of 24 months** from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. **In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced with a new one and fresh warranty as per Clause 15.2 above shall be applicable. The decision of the purchaser in this respect shall be final and binding on the supplier.**
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 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 Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for **10 years** from the date of installation and handing over.

16. Modification of contract

- 16.1 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.
- 16.2 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.

17. Prices

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

18. Taxes and Duties

- 18.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser/consignee.
- 18.2 Further instruction, if any, shall be as provided in the SCC.

LIST OF REQUIREMENTS

1. Detail list of Medical Equipments

	MEDICAL EQUIPMENTS	
Sl no.	Description	Quantity in nos.
1	Sperm Counting Chamber - CRYOCELL	1
2	Refrigerator - 360 L capacity With Temperature controlled	1
3	pH Monitor	1
4	USG Portable Machine with TAS and TVS probe(Kindly check the availability of USG machines in other depts., may be shifted)	1
5	Portable Mobile Light (Select Simple one)	2
	ICSI Machine Antivibration Table	1
6	Co2 Incubator Stand (SS)	2
7	Trolley for Patient Shifting	1
8	Co2 Cylinder with regulators D Type	2
9	Pre mixed gas cylinder(Nitrogen,O2, Co2)	2
10	Patient Examination Table	2

3. Detail list of Furniture

	FURNITURES	
Sl. No.	Description	Quantity in nos.
1	Study tables for faculty rooms, anaesthesia and staff nurses	6
2	Consultant Chairs	6
3	Patient waiting chairs	20
4	Locker Cupboard	4
5	Cot for ultrasound room	1
6	Weighing machine	2
Stainless steel furnitures in embryology lab/ OP		
7	Stools	4
8	Tables	4
9	ICSI chairs (with back rest)	2
10	Steel Racks / compartment	2

Part II: Required Delivery Schedule:

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

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

Part III: Comprehensive Maintenance Contract (CMC) as per details in Technical Specification.

Part IV: Required Terms of Delivery

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

Technical Specifications

- Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it's tender is liable to be ignored.
- Note 2:** General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centers across the country on every preventive maintenance call.
- Note 3:** OPTIONAL ITEMS: Bidders are requested to quote for all the available options as asked in the bidding document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose.

TECHNICAL SPECIFICATION FOR MEDICAL EQUIPMENTS

Item Sl. No.1

Sperm counting chamber
Technical Specification
The Makler counting chamber 10 microns deep, 1/10 th of the depth of ordinary hemocytometers, making it the shallowest of known chambers.
Counting chamber should be specially designed for sperm counting
The chamber is to be easily rinsed with water for reuse. Contact surfaces are to be wiped with special lens paper after washing.
Warranty and CMC as per tender terms.

Item Sl. No.2

Pharmaceutical Refrigerator
Technical Specification
Temperature Range : 2 deg C to 8 deg C
Chamber Volume Capacity : 360 Litres or above
Inner Cabinet make : Stainless Steel SS-304
Outer Cabinet make : Powder coated sheet metal
Refrigeration technology should be CFC free

Should have automatic defrost with self-evaporating drip tray
Should have digital temperature controller
Front door type : Double glazed safety glass doors with self closing hinges
Insulation:High-grade pressure – foam material.
Light illumination : Full length light illumination
Compressor Type :Hermetically enclosed, low noise, vibration proof compressor.
Front door lock : Front door lock as standard
Internal shelves : Heavy duty adjustable shelves
Should be fitted with castor wheels with brakes for easy maneuverability and shifting.
Should be supplied with voltage stabilizer of suitable rating.
Should be supplied with Operator manual.
The quoted model should have CE certificate and copy of the same should be enclosed along with the technical bid.
Warranty and CMC as per tender terms.

Item Sl. No.3

Digital pH meter with micro electrode
Technical Specification
Compact and light weight table top unit.
Fastest response as compared to conventional pH meters.
Built-in automatic temperature compensation.
Two point calibration provided. With buffers low and high.
pH range : 0 to 14 pH
pH accuracy : ± 0.05 pH
pH resolution : 0.01 pH
pH temperature compensation : Automatic
pH input impedance : $>10\text{ M}\Omega$
pH probe : Epoxy body combination pH electrode
pH display : LED
pH inputs : BNC
pH power supply : 230 V $\pm 10\%$, 50 Hz.
Should be supplied with Operator manual and Service manual
Warranty and CMC as per tender terms.

Item Sl. No.4

Portable Ultrasound with Colour Doppler unit
Technical Specification
Fully digital portable ultrasound machine with provision for Doppler examinations.

The unit should have a laptop type console design. The unit should be compact, lightweight and portable. Weight should be less than or equal to 10 Kg including battery (excluding cart and accessories).
Measurement and report function for all applications like abdomen, obstetric, gynec, small, small parts. Peripheral vessels, cardiac to be available.
Minimum grey scale resolution to be 256 with 128 or more digital processing channels.
Maximum scanning depth to be 30 cm or more.
The system to have a dynamic range of 165 decibels or more.
The system should support Convex and Linear probes.
Transducers (one each):
Convex electronic phased array transducer with biopsy attachment and detachable needle guide: 2-6 MHz for abdominal imaging.
Endovaginal probe (3-9MHz) with biopsy attachment and detachable needle guide.
All transducers should be lightweight digital broadband type transducers with 128 elements or more.
The system should have a frame rate of at least 300 frames per second (fps) in B mode.
The system should have an ergonomic full alphanumeric soft keys keyboard with easy access scans controls and trackball. Provision for attaching an external keyboard and mouse should be present.
The System must have integrated high – resolution TFT/LCD/Single monitor of 15” Inches & more.
The system should have cine loop review facility of not less than 60 sec/1000 frames.
The system should have the facility of digital storage and retrieval of B/W and colour image data on built-in CD/DVD Drive & USB.
Imaging modes of Real time 2D, Colour Doppler, Pulsed wave Doppler and Power (energy) Doppler, Tissue Harmonic Imaging to be quoted as standard feature.
Controls for 2D mode: Total gain, depth, TGC, dynamic range, acoustic power output.
Controls for Colour Doppler: PRF, colour gain, position and size of ROI, steering of ROI, colour maps and colour invert.
Controls for pulsed Doppler: variable sample volume size from 1 to 5mm or more, steer, PRF, baseline, gain angle correction, spectral invert, duplex on/off.
Measurements for 2D mode: Multiple distances, area and volume.
Measurements for Doppler modes: Stenosis quantification in area percentage, diameter, PSV, EDV, mean, PI, RI, acceleration time and index. Automatic and manual measurements and display of pulsed Doppler calculations should be possible.
Facility for storage on CD/DVD should be available.
Unit should function with 200-240 V, 50 Hz AC, 5 amp power outlet. Power requirement to be specified.
In built battery backup should be at least one hour.

Essential accessories: Black & White Thermal printer, UPS, OEM mobile cart with transducer holder, jelly bottles (3 Nos) with holder and space for printer.
Colour laser printer (Optional)
Paper and cartridges for 1000 image printouts should be provided with the unit.
The unit offered in the tender will require technical demonstration.
The unit should be United States Food and Drug Administration (FDA) or Conformité Européenne (CE) approved and copy of the same should be submitted along with technical bid.
Should be supplied with Operator manual and Service manual
Warranty and CMC as per tender terms.

Item Sl. No.5

Mobile Examination Light
Technical Specification
Should be LED type.
Single dome mobile type with shadow reduction technology.
Mounted on articulated, spring balance arm for easy positioning.
Minimum light output should be 60,000 lux at 0.5m.
Minimum field size should be 200 mm.
Should be mounted on caster for free movement.
Color temperature should be between 4000°K and 5000°K, Ra > 93 or better.
Light intensity should be variable in 4 or more steps.
Light should be sealed to meet IP 43 standard
Should be CE or FDA approved product.
Input supply - 230Vac, 50Hz.
Should be supplied with Operator manual and Service manual
Warranty and CMC as per tender terms.

Item Sl. No.6

TABLE. For ICSI Machine
Technical Specification
Should be antivibration table.
The base stand should be made of SS 304. (14gauge).
TOP is made up of GRANITE (1 inch thickness) sharp less edge, properly polished. OR of S.S.
The table should be able to with stand the capacity of 80Kg.
The legs (studs) should be covered with hardened rubber shoes to arrest the possible vibration.
Dimension (Aprox) : L -990 mm , B - 840 mm & H - 775 mm.

Preacceptance demonstration of the furniture is must.

Item Sl. No.7

Table for CO2 Incubator
Technical Specification
The base stand should be made of S.S 304. (preferably 14gauge)
TOP should made up of S.S.
The table should be able to withstand the capacity of 90Kg.
Dimensions : Suitable for placing CO2 incubator.
Preacceptance demonstration of the furniture is must.

Item Sl. No.8

Patient Shifting Trolley
Technical Specifications
Should be a general purpose patient trolley.
Frame of MS pipe of 2 cm dia and thickness 1.5 mm approx.
Mounted on 4 castors of size 20 cm dia. Castors of high quality.
Removable stretcher top made of SS sheet with no sharp edges, with holding handles.
Frame pretreated and epoxy powder coated.
Approx.Size L 2000mm Width-560mm, Height – 850mm approx
Should have oxygen cylinder holder and S.S IV roads with two hooks
Preacceptance demonstration of the furniture is must.

Item Sl. No.9

Co2 Cylinder with regulators D Type

Item Sl. No.10

Pre mixed gas cylinder(Nitrogen,O2, Co2)

Item Sl. No.11

Sl.No	Patient Examination Table
1	Technical Specifications
1.1	Should be constructed from Mild Steel material.
1.2	Should have adjustable back rest.
1.3	Top should be covered with synthetic material.
1.4	Should be mounted on four 50mm castors.
1.5	Should be epoxy powder coated.
1.6	Overall size (Aprox) : 2100 (L)*550(W)*750(H) mm.
1.7	Preacceptance demonstration of the furniture is must.

TECHNICAL SPECIFICATION FOR FURNITURE**Item Sl. No. 1**

Office Table
Technical Specifications
The office table should be made up of steel.
Should be of high quality, aesthetic and ergonomic design
Top made up pre laminated, ivory coloured material of high density pressed wood, properly treated. Flame and water retardant. Lipped on all sides with PVC beading of black colour
Should be with one drawer and one shelf on right hand side
Size (approx)
Height -750 mm
Width - 800 mm
Length - 1200 mm
Preacceptance demonstration of the furniture is must.

Item Sl. No. 2

Medium Back Chair
Technical Specification
Medium back junior executive type chair
Revolving
Gas height adjustment
PP armrest with nylon base
Epoxy powder coated extruded aluminum 5 spokes base (circumscribing diameter 60 cm.)
Antistatic castors, approx 75mm diameter, atleast 2 with brakes.
Seat size and backrest size for standard adult
Seamlessly upholstered seat and backrest,
Colour of upholstery - blue / grey
Colour of base - black
With height adjustable, broad, padded and upholstered arm rests and comfortable back rest.
Pre acceptance demonstration of furniture is must.

Item Sl. No. 3

Combination Chair-Set of 3
Chair should be a combination of three seats
Chair leg should be made out of CRCA sheet and 16 g 1" pipe.
Should be Nickel chromplated
Approximate Dimension :64" X 24 " X18 "
Should have hand support
Should be of good quality

Pre acceptance demonstration of furniture is must.
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Item Sl. No. 4

Cupboard
Technical Specification
18 gauge steel cupboard, epoxy powder coated.
High quality, cold rolled, close annealed (CRCA) steel.
With two doors and 4 compartments. Doors should have locking facility.
Anticorrosion treated components, treated with seven steps of anti corrosion process.
Surface free from flaws, roll marks, dents, lines etc.
Oven baked epoxy powder coating.
Dimension (approx)
-Length -0.90m
-Width - 0.45m
-Height - 1.8m
Pre acceptance demonstration of furniture is must.

Item Sl. No. 5

Ultrasound Examination Couch
Technical Specification
High quality couch for Ultrasound Examination.
Mattress base 2 sectional.
Base plate of sheet steel, pre treated with epoxy powder coating. Intermittent drilled holes of 1 cm dia to allow fluid drainage.
Lower frame and intermediate frame of steel tubes of rectangular and square sections, multiple pretreated and epoxy powder coated.
Size (approximate): Length: 2050 mm bed surface, 2125 mm with frame. Width: 750 mm. Bed surface size: 705 mmW x 1950 mmL.
Mattress – High density foam mattress anti microbial treated with water proof flame retardant, antimicrobial, leather like upholstery.
Pre acceptance demonstration of furniture is must.

Item Sl. No. 6

Patient Weighing Scale-Digital
Technical Specification
Should be battery operated
Should have LCD Display
Should have large foot space
Should have Tap On & Auto Off
Should have Overload & Low Battery Indicator

Should have Unit Of Measurement in Kg.
Maximum Capacity should be 150 Kg or higher
It should have ISI or BIS or ISO mark on quality and complies with all regulations of Department of Legal Metrology, Government of India

Stainless steel furnitures in embryology lab/ OP

Item Sl. No. 7

Revolving Stool - SS
Technical Specification
Should be SS revolving top.
M.S. tubular four legs fitted with PVC stumps
Foot ring supports
18" to 27" adjustable heights
S.S.top through screw, pre treated and epoxy powder coated

Item Sl. No. 8

Tables

Item Sl. No. 9

ICSI Chair
Technical Specification
Medium back junior executive type chair for ICSI
Revolving
Gas height adjustment
PP armrest with nylon base
Epoxy powder coated extruded aluminum 5 spokes base (circumscribing diameter 60 cm.)
Antistatic castors, approx 75mm diameter, atleast 2 with brakes.
Seat size and backrest size for standard adult
Seamlessly upholstered seat and backrest,
Colour of upholstery - blue / grey
Colour of base - black
With height adjustable, broad, padded and upholstered arm rests and comfortable back rest.
Pre acceptance demonstration of furniture is must.

Item Sl. No.10

Open Storage Rack

Technical Specifications
Should be open, slotted angle, medium duty (unit of 180.cm H x45cm D x 90 cm L shelves)
Storage shelf (180 cmH x 90 cmL x 45 cmD)
Sheet steel cupboard, epoxy powder coated.
High quality, cold rolled, close annealed (CRCA) steel.
With 4 shelves.
Anticorrosion treated components, treated with seven steps of anti corrosion process.
CRCA specification: 1S - 513
Surface free from flaws, roll marks, dents, lines etc.
Oven backed epoxy powder coating.
Colour ivory / graphite grey.
Shelf sheet thickness: 0.8 mm
Pre acceptance demonstration of furniture is must.

GENERAL TECHNICAL SPECIFICATIONS FOR SOPHISTICATED EQUIPMENT

GENERAL POINTS:

1. Warranty:

Two years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including X ray tubes, 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/ Institution/ Medical College/ Organisation/Consignee/ User.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College/Organisation/Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within **24 hrs**. The service should be provided 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. If the manufacturer /agent do not have the service centres in India they will have to set up the same within 45 days after award of contract.

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

a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period **may be quoted for next 5 years on yearly basis** for complete equipment (including X ray tubes, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any).

The price quoted shall remain firm and fixed during CMC period.

b) The consignee will enter into CMC with the supplier at the rates as stipulated in the contract three months prior to the completion of warranty period. A security deposit in the form of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment, valid for a period till 2 months beyond the expiry of CMC period shall be furnished within 21 days of award of CMC. The performance security submitted against the order for main equipment shall be forfeited if security deposit for CMC is not furnished within the above said period.

4. 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.

CONTRACT FORM

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM 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

2. The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

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

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

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment 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 Annual CMC within a period of 21 (twenty one) days of issue of Annual 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 Annual 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 Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. Hospital/ Institute /Medical College's authorised official)

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

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

The following store (s) has/have been received in good condition:

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

Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No _____ dated _____

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

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

(d) Quantity: _____

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

Receipt/ Goods Consignment Note no _____ dated _____

(f) **Name of the vessel/Transporter:** _____(g) **Name of the Consignee:** _____(h) **Date of commissioning and proving test:** _____**Details of accessories/spares not yet supplied and recoveries to be made on that account.**

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