GOLBAL TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF
MEDICAL EQUIPMENT
FOR INSTITUTIONS GETTING UPGRADED
UNDER PMSSY PHASE II

On behalf of

GOVT. OF INDIA

MINISTRY OF HEALTH & FAMILY WELFARE

HLL/PCD/PMSSY-II/04/13-14

Issued by

HLL LIFECARE LIMITED
(A Govt. of India Enterprise)
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SECTION I

NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: HLL/PCD/PMSSY-II/04/13-14 **Dated 09.09.2013**

1. Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites sealed tenders, from eligible and qualified tenderers for supply of Medical Equipment to the institutions i.e. Government Medical College -Amritsar, Jawahar Lal Nehru Medical College (Aligarh Muslim University) -Aligarh and Dr. Rajendra Prasad Government Medical College - Tanda which are getting upgraded under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) Phase II:

Sl. No.	Equipment Name	Qty.	EMD Amt. (Rs.)
1	Cardio tocography machines with central station	1	70,000
2	Therapeutic auto transfusion (cell separator) system fully automatic	1	80,000
3	Gamma Camera Single Head with accessories	1	220,000
4	TEE (Trans Esophageal Echocardiography Unit with epicardial and trans thoracic probe)	2	140,000
5	Plasma Sterilizer Unit	1	80,000
6	Heart Lung Machine (with five pump console with one pump giving pulsatile flow with battery back up of all pump heads)	4	640,000
7	Fundus Camera	1	200,000
8	Operating Microscope-Neuro	1	60,000
9	Anaesthesia m/c with ventilator	14	280,000
10	Defibrillator with monitor	21	168,000
11	Fully auto random access biochemistry analyzer (medium throughput)	2	60,000
12	ICU Ventilator	18	432,000
13	Infusion Pump	67	67,000
14	Patient monitor - 3 Parameter	25	150,000
15	Patient monitor - 5 Parameter	17	136,000

Sl. No.	Equipment Name	Qty.	EMD Amt. (Rs.)
16	Syringe Pump	40	32,000
17	Neonatal Ventilator	4	96,000
18	5 part fully automated haematology analyser	1	40,000
19	C- arm with Image intensifier	1	60,000
20	Multiparameter Monitor (Complete Monitoring System)	19	190,000

2. Tender No.: HLL/PCD/PMSSY-II/04/13-14

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	09.09.2013 to 17.10.2013 on all working days between 10:00 Hrs. to 16:00 Hrs IST.
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited, Procurement & Consultancy Services Divn B-14 A, Sector-62, Noida-201 307
iii.	Cost of the Tender Enquiry Document	Rs. 5,000/-
iv.	Pre Tender Meeting Date & Time	**17.09.2013**, 1100 Hrs IST
v.	Pre Tender Meeting Venue	Same as 2 (ii)
vi.	Closing date & time for receipt of Tender	**18.10.2013**, 1400 Hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	**18.10.2013**, 1430 Hrs IST
.	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs. 5,000/- per set in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of **"HLL Lifecare Limited"** payable at New Delhi**.**

4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers and by international airmail to the foreign tenderers, for which extra expenditure per set will be Rs 100/- for domestic post and Rs 500/- for international airmail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.

5. Tenderer may also download the tender enquiry documents from the web site www.lifecarehll.com or www.eprocure.gov.in/cppp and submit its tender by utilizing the

downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.

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

7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late and rejected.

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

9. The Tender Enquiry Documents are not transferable.

Head (P&CD)

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

CONTENTS

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

(i) "Purchaser" means Ministry of Health & Family welfare Govt of India.
(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 financial guarantee 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 monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
(x) "Consignee" means the Hospital (AIIMS)/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.

1.3 Abbreviations:

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

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

2. Introduction

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

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

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

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

3. Availability of Funds

3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

Section II – General Instructions to Tenderers (GIT)
Section III – Special Instructions to Tenderers (SIT)
Section IV – General Conditions of Contract (GCC)
Section V – Special Conditions of Contract (SCC)

Section VI – List of Requirements
Section VII – Technical Specifications
Section VIII – Quality Control Requirements
Section IX – Qualification Criteria
Section X – Tender Form
Section XI – Price Schedules
Section XII – Questionnaire
Section XIII – Bank Guarantee Form for EMD
Section XIV – Manufacturer's Authorisation Form
Section XV – Bank Guarantee Form for Performance Security/CMC Security
Section XVI – Contract Forms A & B
Section XVII – Proforma of Consignee Receipt Certificate
Section XVIII – Proforma of Final Acceptance Certificate by the consignee
Section XIX – Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
Section XX – Check List for the Tenderers
Section XXI – Consignee List

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

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the TE documents and will be binding on them.

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

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

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

i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
ii) Tender Form as per Section X (without indicating any prices).
iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. **While giving authorization to agent , to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.**
v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form.
vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
viii) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
ix) Certificate of Incorporation in the country of origin.
x) Checklist as per Section XX.

B) Price Tender:

The information given at clause no. 11.1 A) ii) & viii) above should be reproduced with the prices indicated. **In case of tenderers quoting for more than 1 (one) item, the prices for the quoted items should be submitted in separate sealed covers.**

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

11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender. Individuals signing the tender or other documents connected with a contract must specify whether he signs as:
i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
ii. A partner of the firm ,if it be a partnership , in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
iii. Constituted attorney of the firm if it is a company.

Note:
1. In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either ,case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
3. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages

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

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

12. Tender currencies

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

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

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

13 Tender Prices

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

13.2 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 and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

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

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

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

a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, 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.

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

a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
b) The amount of freight and insurance
c) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
d) Deleted
e) the charges for 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. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
f) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
g) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
h) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 Excise Duty:

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

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

13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of 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. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.
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.

13.5.5 Customs Duty:

The Purchaser will pay the Customs duty wherever applicable.

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

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

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

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

14. Indian Agent

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

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
b) The details of the services to be rendered by the agent for the subject requirement.
c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business.
e) Principal/ manufacturer's original proforma invoice with the price bid.

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.
16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
16.3 Only one tenderer is permitted to quote for the same manufacturer irrespective of models

17 Documents Establishing Tenderer's Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

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

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

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

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

19. Earnest Money Deposit (EMD)

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

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:

i) Account Payee Demand Draft
ii) Banker's cheque and
iii) Bank Guarantee

19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.

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

19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Tender Validity

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

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

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

21. Signing and Sealing of Tender

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

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

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

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

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

21.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as **'Techno - Commercial Tender'**, and the second part **'Price Tender'** as specified in clause 11 of GIT. Tenderer shall seal **'Techno - Commercial Tender'** and **'Price**

Tender' separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh**. In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to **Head (P&CD)** or his nominee, **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

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

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

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

27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence

27.3 Deleted

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

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

(i) Deleted
(ii) Tender is unsigned.
(iii) Tender validity is shorter than the required period.
(iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
(v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
(vi) Tenderer has not agreed to give the required 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.

(vii) Deleted

(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

(ix) Poor/ unsatisfactory past performance.

(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.

(xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.

(xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

(xiii) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Informality/Irregularity/Non-Conformity

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, , the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax 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.

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.

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation. **Net Present value (NPV) of the Comprehensive Annual Maintenance charges (CMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated at a discounted rate of 10% per year.**

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

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

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

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

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

35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

36. Tenderer's capability to perform the contract

36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the

lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by

registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

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

42. Issue of Contract

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

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

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

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

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

44. Return of E M D

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after

Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

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

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

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	26
B	8 to 10	TE documents	No Change	26
C	11 to 21	Preparation of Tenders	No Change	26
D	22 to24	Submission of Tenders	No Change	26
E	25	Tender Opening	No Change	26
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	26
G	38 to 45	Award of Contract	No Change	26

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:
In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

A **Preamble**

No Change

B **TE documents**

No Change

C **Preparation of Tenders**

No Change

D **Submission of Tenders**

No Change

E **Tender Opening**

No Change

F **Scrutiny and Evaluation of Tenders**

No Change

G **Award of Contract**

No Change

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

1. Application

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

2. Use of contract documents and information

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

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

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

3. Patent Rights

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

4. Country of Origin

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

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

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

5. Performance Security

5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual

obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 30 months from the date of Notification of Award

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

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

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

5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

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

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

6. Technical Specifications and Standards

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

7. Packing and Marking

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

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

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

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

8. Inspection, Testing and Quality Control

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

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

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

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

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

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

8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right

to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

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

9. Terms of Delivery

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transhipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.
In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

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

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

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 arrival 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 ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months

beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

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 consumables and spares for the goods so that the same are used during warranty and CMC period.

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 to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

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 / courier (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) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
(iii) Two copies of packing list identifying contents of each package;
(iv) Inspection certificate issued by the nominated Inspection agency, if any.
(v) Certificate of origin;
(vi) Insurance Certificate as per GCC Clause 11.
(vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

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

15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials,

manufacturing 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 The **warranty** shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination and accepted by the purchaser/consignee (s) in terms of the contract, unless specified otherwise in the SCC.

a. No conditional warranty 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 undertaken for the defective goods.
d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

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

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

15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

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

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

15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in 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.

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

16. Assignment

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

17. Sub Contracts

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

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

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

18. Modification of contract

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

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

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) On delivery:

75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

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

b) On Acceptance:

Balance 25% payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. In case where the installation and commissioning or final inspection and test at site is delayed for any reason for which consignee is responsible, 25% of the contract price shall become payable, after the expiry of six months from the date of arrival of the last consignment at site subject to submission of a bank guarantee by the supplier for the said amount valid initially for the period of six months. The supplier shall get the validity of the bank guarantee extended for the further period as and when asked for by the purchaser.

B) Payment for Imported Goods:

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

a) On Shipment:

75% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
(ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
(iii) Four Copies of packing list identifying contents of each package;
(iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
(v) Manufacturer's/Supplier's warranty certificate;

(vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
(vii) Manufacturer's own factory inspection report and
(viii) Certificate of origin by the chamber of commerce of the concerned country;
(ix) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV or equivalent (acceptable to the purchaser).

b) On Acceptance:

Balance payment of 25% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees to the supplier. The supplier shall submit the original final acceptance certificate to the purchaser (HLL Life Care Ltd) who shall issue no objection certificate to the banker for payment through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any

In case where the installation and commissioning or final inspection and test at site is delayed for any reason for which consignee is responsible, 25% of the contract price shall become payable, after the expiry of six months from the date of arrival of the last consignment at site subject to submission of a bank guarantee by the supplier for the said amount valid initially for the period of six months. The supplier shall get the validity of the bank guarantee extended for the further period as and when asked for by the purchaser.

c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

d) Payment of Indian Agency Commission:

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

C) Payment of Turnkey, if any:

Turnkey payment will be made as 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.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

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

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

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

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

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

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

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

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

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

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

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

22. Delivery

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
(i) imposition of liquidated damages,
(ii) forfeiture of its performance security and
(iii) termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall

examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

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

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

22.6 Passing of Property:

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

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

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

23. Liquidated damages

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

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

24. Termination for default

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

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

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

25. Termination for insolvency

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

26. Force Majeure

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

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

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

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

26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier

accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

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

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

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

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

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

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). 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 lakhs (Rs. 1,00,000/-)

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above ,by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be ,and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. General/ Miscellaneous Clauses

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

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

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

33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

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

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

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

The period of Warranty and Comprehensive Maintenance Contract (CMC) shall be applicable as mentioned in the list of requirement only.

Warranty as well as Comprehensive Maintenance Contract (CMC) for the tendered items will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-

- X-ray and CT tubes and high-tension cables.
- Helium replacement
- Any kind of motor.
- Plastic & Glass Parts.
- All kind of sensors including oxygen sensors.
- All kind of coils, probes and transducers including ECG cable, BP transducers, SpO2 Probes, Ultrasound and Colour Doppler Transducers/ probes, BP cuffs, Defibrillator internal and external paddles, chart recorders, ventilator reusable patient circuits, servo humidifier with chamber, electrodes and probes for blood gas analyzer, MRI coils.
- All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys etc
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

SECTION - VI

LIST OF REQUIREMENTS

Part I

List of items with consignee codes, quantities, warranty & CMC period.

Sl. No.	Equipment Name	Institution	Dept.	Qty.	Total Qty.	Warranty period (yrs.)	CMC period (yrs.)
1	Cardio tocography machines with central station	GMCA	OBG	1	1	2	5
2	Therapeutic auto transfusion (cell separator) system fully automatic	GMCA	CVTS	1	1	2	5
3	Gamma Camera Single Head with accessories	GMCA	Nuclear Medicine	1	1	5	5
4	TEE (Trans Esophageal Echocardiography Unit with epicardial and trans thoracic probe)	GMCA	CVTS	1	2	2	5
		DRPGMC	Cardiology	1			
5	Plasma Sterilizer Unit	GMCA	CVTS	1	1	2	5
6	Heart Lung Machine (with five pump console with one pump giving pulsatile flow with battery backup of all pump heads)	GMCA	CVTS	1	4	2	5
		DRPGMC		2			
		JNMC		1			
7	Fundus Camera	JNMC	OPD & Trauma	1	1	2	5
8	Operating Microscope-Neuro	JNMC	OPD & Trauma	1	1	2	5
9	Anaesthesia m/c with ventilator	JNMC	OPD & Trauma	10	14	2	5
			OBG	4			
10	Defibrillator with monitor	JNMC	OPD & Trauma	10	21	2	5
			OBG	3			
		DRPGMC	Cardiology	6			
			Nephrology	2			
11	Fully auto random access biochemistry analyzer (medium throughput)	JNMC	OPD & Trauma	2	2	2	5
12	ICU Ventilator	JNMC	OPD & Trauma	11	18	2	5
			OBG	2			
		DRPGMC	Cardiology	4			
			Nephrology	1			
13	Infusion Pump	JNMC	OPD & Trauma	30	67	2	5
			OBG	10			
		DRPGMC	Cardiology	20			
			Nephrology	7			

14	Patient monitor - 3 Parameter	JNMC	OPD & Trauma	20	25	2	5
		DRPGMC	Gastroenterology	5			
15	Patient monitor - 5 Parameter	JNMC	OPD & Trauma	10	17	2	5
		DRPGMC	Nephrology	7			
16	Syringe Pump	JNMC	OPD & Trauma	30	40	2	5
			OBG	10			
17	Neonatal Ventilator	JNMC	OBG	4	4	2	5
18	5 part fully automated haematology analyser	JNMC	OPD & Trauma	1	1	2	5
19	C- arm with Image intensifier	DRPGMC	Gastroenterology	1	1	2	5
20	Multiparameter Monitor (Complete Monitoring System)	JNMC	OPD & Trauma	7	19	2	5
		DRPGMC	Cardiology	12			

Legend:
GMCA - Govt. Medical College Amritsar
DRPGMC – Dr. Rajendra Prasad Govt. Medical College, Tanda
JNMC - Jawaharlal Nehru Medical College, Aligarh (AMU)

Part II: Required Delivery Schedule:

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

90 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).

Installation and commissioning shall be done within two weeks of receipt of the stores/ goods at site or within two weeks of handing over the site for installation, whichever is later.

b) For Imported goods directly from foreign:

90 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Tenderers may quote the earliest delivery period).

Installation and commissioning shall be done within two weeks of receipt of the stores/ goods at site or within two weeks of handing over the site for installation, whichever is later.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V:

Warranty period as per details in general technical specification and as specified in Part I above.

Comprehensive Maintenance Contract (CMC) as per details in General Technical Specification and also specified in part I above.

Part VI:

Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods if supplied from India:
At Consignee Site(s)

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

The shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XIX.

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.

Destination/Consignee details are given in Section XXI

SECTION – VII

TECHNICAL SPECIFICATIONS

Item Sl. No. 1
Cardio tocography machine with Central Station

1 Description of Function
  1.1 Antepartum and Intrapartum foetal monitor (Cardiotocomachine) is used to monitor Foetus during antepartum period (before labour) or intrapartum period (birth process)

2 Operational Requirements
  2.1 The complete unit with printer and all accessories should be offered.

3 Technical Specifications
  3.1 The monitor should be provided with
    1) Battery and main operation facility
    2) Should have inbuilt LCD screen / LCD TV monitor with facilities to display on screen fetal heart tracings and toco tracings.
    3) Should be compact, lightweight and should have inbuilt carrying handle and waterproof transducers.
    4) The unit should have Fetal Heart rate range 50 to 240 bpm External Toco range 0 to 127 relatives units. Should have NST timer for antepartum applications
    5) Highly sensitive ultra sound transducer which should be 1.5MHZ for less signal attenuation and good signal acquisition. Ultrasound transducer should be a waterproof unit. Designed with Snap Clasp closure for easy application and cleaning. Should have facility to connect any transducer in any socket for easy use. Preferably there should be facility to switch between transducers when more than one transducer is used.
    6) Ability to give an accurate continuous trace and should be able to detect sudden beat changes upto 25 bpm
    7) Audible alert indication of fetal bradycardia and tachycardia
    8) External tocotransducer which should be a sealed waterproof unit. Guard ring designed to reduce maternal respiration artifact.
    9) Patients event marker.
    10) Capability of automatic fetal movement detector.
    11) Digital numeric and text display along with audio signal of fetal movement. Should have inbuilt keyboard entry screen for patient data entry, Name etc. Minimum 5 hour memory of traces with fast printing.
    12) Should provide following accessories – Transducer belts, Belt buckles, Main cables, interconnecting cables, ultrasound gel bottles, thermosensitive paper, ground cable, spare fuse.
    13) Adjustable print speed of 2-3/min, high speed inbuilt high resolution thermal / Laser printer with easily available cost effective paper
    14) Should be provided with trolley with wheels with locking facility for mounting the unit on it with accessories for storage of transducers paper etc or the unit must have the facility for wall mounting and a protective cover with cabinet.
    15) PC based software for storage, reload and analysis.
    16) Optional

(I) Should have facility for intra uterine pressure monitor.
(II) Should have facility to record fetal heart rate pattern through fetal ECG.
(III) Should have facility to monitor twins. Should have twin offset feature so that both fetal heart traces are clearly visible.
(IV) Should have facility of connection of central monitor system with remote control upto 8 monitors with wire and wireless connection.

4 System Configuration Accessories, spares and consumables
None

5 Environmental factors
5.1 Shall meet IEC – 60601-1-2: 2001 (Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/EEC; EMC-directive.
5.2 The unit shall be capable of operating continuously in ambient temperature of 5-40 deg C and relative humidity of 15-90%
5.3 The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%

6 Power Supply
6.1 Power input to be 220-240V AC, 50Hz fitted with Indian plug
6.2 Should work on 220-240V AC as well as rechargeable batteries. Mains adaptor to be supplied

7 Standards, Safety and Training
7.1 Should be FDA, CE, UL or BIS approved product
7.2 Comprehensive warranty for 2 years and 5 years CMC after warranty including UPS
7.3 Comprehensive training for lab staff and support services till familiarity with the system.
7.4 Manufacturer should have ISO certification for quality standards.
7.5 Should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service / maintenance manual.

8 Documentation
8.1 User /Technical / Maintenance manuals to be supplied in English.
8.2 List of Equipments available for providing calibration and routine Preventive Maintenance Support. As per manufacturer documentation in service / technical manual.
8.3 Certificate of calibration and inspection.
8.4 List of important spare parts and accessories with their part number and costing.
8.5 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page / para number of original catalogue / data sheet. Any point, if not substantiated with authenticated catalogue / manual, will not be considered.
8.6 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

Item Sl. No. 2

THERAPEUTIC AUTOTRANSFUSION (CELL SEPARATEOR) SYSTEM FULLY AUTOMATIC

1. The equipment should be compact light weight having castor wheels for easy movement in operation theatre and should work on 220V/AC.
2. It should work in fully automatic mode as well as in manual mode.
3. The equipment should have inbuilt vacuum pump to suck the blood.
4. Centrifuge speed should be adjustable from 1500 to 6000 RPM & flow 25 to 1000ml. per minute.
5. It should have display to show all information during the operation as pump speed, centrifuge speed and alert messages.
6. The equipment should be able to separate lost blood, anti-coagulant, filter store concentrate and wash.
7. Beside the RMC separation and washing it should able to sequester plasma and platelet from salvaged blood in separate bags.
8. Two years comprehensive warranty including all components should be given followed by CMC for next five years.
9. Should be supplied with 50 complete sets of disposable accessories and consumables required for blood processing.
10. The price of disposables/ consumables should be fixed for five years.
11. Should be US FDA/ European CE approved product.

Item Sl. No. 3

Gamma Camera Single Head with Accessories

1. General:

i. A latest technology Single Headed SPECT Gamma Camera system capable of performing all planar, Dynamic, SPECT, Gated Cardiac SPECT, Whole Body SPECT imaging applications.

ii. All the application, operating and service manuals in duplicates should be provided by the vendor at the time of handing over the machine. At least one of the manual sets to be provided in computer readable format.

iii. Vendors to provide a comprehensive list of users of single headed SPECT gamma camera installation-base in India and their performance profile.

2. Gantry:

i. Gantry design should be wide open with image acquisition capability with clockwise and anticlockwise movement.

ii. Should be capable of variable angle detector configuration.

iii. Gantry display unit to show the current positions of the gantry's moving parts, positions of the table & patient position.

iv. Gantry motion controlled by remote control handset and via user defined programs.

v. Gantry should have emergency stop buttons.

vi. Auto contouring: The detectors should be equipped with automatic body countering (ABC).

3. Detectors

i. Large field of view rectangular detector with UFOV of 53 cm or more x 38 cm or more enable adequate patient breadth coverage.

ii. Should have facility for automatic correction for energy, linearity and uniformity

iii. Crystal thickness: 9.5 mm (3/8")

iv. Number of PMTs : > 55 per detector with digital acquisition capability (1 ADC per PMT)

v. Automatic Quality control capability

vi. Performance parameters should be as per NEMA NU 1 2007 or the latest specification and clearly mentioned with the literature support.

4. Collimator Specification:

i. Low Energy High Resolution (LEHR)- One

ii. High Energy parallel hole collimator for I-131 imaging-One

5. Patient Table specifications:

i. Single universal table for all studies i.e. planar, SPECT, Whole body imaging.

ii. Table top should be composed of low attenuation material preferably Carbon fiber/high modulus carbon fiber with attenuation not more than 10% at 140 ke V

iii. Table should be covered with mattress pad and straps.

iv. Weight bearing capacity: 190 kg or more

v. Maximum deflection of patient pallet: less than 2 mm

vi. Scan length in Whole body mode: 190 cm or more

vii. Should move to home position automatically

viii. Table should have facility to lower height to facilitate easy patients transfer and should be movable to permit imaging in sitting, standing, stretcher and wheelchair patients.

ix. Pediatric pallet, adjustable head positioning pallet, injection armrest, cardiac armrest, leg support, Velcro straps for patient restraint and support.

6. Acquisition Workstation

i. One integrated or separate acquisition station independent of main processing unit capable of data acquisition in static, dynamic, multi-gated, list, whole body scanning, SPECT and gated SPECT.

ii. On the fly digital energy, linearity, uniformity and isotope decay and COR Corrections

iii. On line live display of acquired data and imaging parameters during acquisition.

iv. Acquisition consol should allow universal networking via latest version of DICOM ready to both local and wide area networks

v. Display of the alpha numerical patient acquisition data

vi. High performance Pentium PC of latest specification with multi tasking operating system having> 2 GB RAM, > 3.0 GHz processor speed, >250 GB SCSI hard drive and high-resolution flat panel LCD monitor of minimum of 19" size. It should also have CD and DVD writer or combo drive with writer capability.

vii. Image acquisition and data display should be from 64x64 matrix up to 256 x 1024 matrix.

viii. Acquisition termination by preset time, preset count or manual stop with ability to pause and resume all types of acquisitions

ix. Pre-defined acquisition protocols as well as facility for user to configure his own customized protocols.

x. Zoom and rotate features.

xi. Cinematic displays dynamic, MUGA & all multi frame studies.

xii. Should provide system compatible ECG Gating Device. ECG display during acquisition and R-R histogram display. Indicate frames per R-R interval and maximum frame rate capability.

xiii. Real time irregular beat rejection for gated planar and SPECT studies.

xiv. Ability to acquire 8, 16, 24 & 32 frames per R-R interval.

xv. Virtual film sheet with image manipulation.

xvi. Acquisition software should include camera quality control including center of rotation (COR) correction, uniformity correction maps, Energy, Senstivity and linearity maps, Daily/weekly QC including gantry calibration, energy spectrum, histogram (PHA) display QC for Whole body Acquisition, QC for balancing sensitivity of both detector heads.

xvii. The acquisition workstation should be DICOM ready to permit-

a.) Exchange of images and other information

b) Communication with other manufacturer's equipments/work stations

c) Workflow with hospital information system and other radiological information system.

7. Processing & Software workstations:

i. High performance Pentium latest specifications multi-tasking PC with minimum of 6 GB RAM, 3.0 GHz or more processor speed and 350 GB or more SCSI hard drive logically divided into 3-4 partitions

ii. Minimum 21 inch high resolution LCD color monitor.

iii. Provision for data transfer to external storage device (CD/DVD/ external hard disk) for mass data storage and archiving for both processed and raw data.

iv. The graphical user inter-face (GUI) should be identical to that of acquisition unit.

v. Predefined and user configurable protocols for standard studies for rapid recall.

vi. The computer is to be connected via a DICOM network or processing and storage of the data.

vii. Broad band remote diagnostic facility to be provided and maintained.

viii. All standard SPECT, Whole body imaging and Planar imaging such as general static, dynamic clinical application packages including display analysis software, 3-D volume rendering display with maximum intensity projection (MIP), cine review capability, curve generation and image manipulation tools.

ix. Filtered back projection & iterative reconstruction, wide beam and 3D-OSEM reconstruction algorithm software for software for SPECT studies.

x. Image subtraction &addition software should be available for all types of images.

xi. Image output format should include JPEG, TIFF, AVI and multimedia reporting tool with self-executable CD creation software.

xii. Complete renal processing software including Transplant evaluation, diuretic renography, package for GFR, EFPR, Renal extraction fraction, deconvolution analysis and renal output efficiency etc.

xiii. Thyroid uptake & thyroid volume.

xiv. Technetium- Thallium/ MIBI subtraction for parathyroid imaging.

xv. Hepatic Extraction fraction and gall balder ejection fraction.

xvi. Condensed dynamic image programme for esophageal transit studies and gastric emptying software.

xvii. Lung perfusion &ventilation, left to right lung ratio.

xviii. Bone static, Three phase and SPECT with 3-D display.

xix. 3-D bone reconstruction programme.

xx. Whole body SPECT processing software.

xxi. Complete cardiac processing software and comprehensive protocol for wide spectrum of planar & SPECT data including gated radionuclide ventriculography (automated and manual), cardiac first pass study, myocardial perfusion SPECT, cardiac shunt studies.

xxii. Brain quantification program for rCBF calculation

xxv. Any latest special software or hardware to enhance the SPECT image quality and to complete the study in minimum time should be offered as a standard features.

xxvi. Future up gradation of the software or new developments shall be required to be done by the vendor free of charge from time to time.

8. Accessories:

i. Co- 57 flood source of at least 15 mCi strength for rectangular field of the size adequate for the camera.

ii. One four Quadrant Bar Phantom

iii. One Jaszczak SPECT Phantom

iv. One dose calibrator (Capintec CRC 25-R) including Moly breakthrough assay canister.

v. Two lead lined containers for radioactive waste.

vi. One high resolution network Laser Color paper printer compatible with the processing work station

vii. One online digital UPS of appropriate capacity providing at least 30 minutes backup time with maintenance free batteries to support Gamma camera and all acquisition& processing stations.

viii. One Treadmill, One defibrillator, One syringe infusion pump(Optional)

ix. Other accessories (To be mentioned as per local requirement –Optional)

9. Others:

i. Equipment is to be installed as per AERB requirements. Qualified personnel from the company should install and commission camera.

ii. Performance parameters should as per latest NEMA camera.

iii. Comprehensive warranty of first FIVE YEARS. Warranty of the equipment shall include all the accessories as well as electronic/ electrical consumables/cables /leads and third party items.

iv. Comprehensive Annual Maintenance Contract (CMC) subsequently from 6^{th} year onward for at least 5 years to be quoted now which shall include the accessories as well as electronic/electrical consumables/ cables/ leads and third party items.

v. After sale service to be made available locally

vi. The acceptance tests for the verification of different performance parameters of the system will be carried out by the concerned department with the help of the company service engineers. The acceptance of the system installed shall be subject to the satisfactory handing over the system to the department and certificate to this effect to be issued by the concerned authority.

Item Sl. No. 4

TEE (Trans Esophageal Echocardiography Unit with Epicardial and transthoric probe)

Advanced technologically advanced digital live 2D and 3D Echocardiography system for adult, paediatric cardiac applications. System should be capable of live 2D and 3D imaging in Transeoesophageal applications.

1. System should have minimum 120,000 digitally scalable channels for simultaneous formation, acquisition and processing of multiple ultrasound beams and has a system architecture to process an entire bandwith of frequencies from 1MHz to 17MHz. system should support pulse coding and pulse shaping technologies.

2. System should have dynamic range of minimum 180 DB so that variety of patient sizes can be handled without compromise.

3. System should be capable of supporting second – generation LIVE 3D matrix Transducer capable of supporting up to 2000 elements for exceptional LIVE3D image quality on the matrix array transducer.

4. System should offer live X-plane imaging with manipulation of orthogonal planeteral, elevation and rotation should be possible. Elevation beam steering should be possible so that ideal en-face views for measurements can be obtained without moving the transducer. These features should be demonstrated during technical evaluation.

5. System should have live 3D Echocardiography capability with color flow imaging.

6. Should have good tissue harmonic imaging for improved image quality.

7. Should have extended field of view imaging of structures, by continuosly scanning & moving the problem over of interest.

8. Should have advanced tissue Doppler imaging with high frame rate acquisition of more than 300 frames per second.

9. Should be able to perform MRP views for Qualification from 3D imaging on Volume measurements like LV volumes, Ejection fraction from 3D image, etc. also should offer 3D synchronicity indicates to measure and compare timing of maximum contraction of regional LV volumes to determine those patients who will best benefits from CRt system. Should display global LV volume and should provide simultaneous display of 17 regional volume waveform.

10. Should be able to perform advanced qualification measurements like strain & strain rate qualification, cardiac motion qualification. Should measure the myocardial velocity and derives the strain rate and strain along user-defined M<-lines, capable of drawing uo to 3 M-lines at a time, capable of sub-dividing each m-line into 8 sub-regins or according to user defined sub region sizes, Point of interest tool obtains values from any point on the M mode display.

11. Should have a 19 inch Monitor, Preferable a flat panel type.

12. System should have DICOM 3.0 print and store service classes with support for modality,worklist perform procedure set up, storage commit. Antivirus Programme for 5 years.

13. System should allow storing of cropped 3D images which can be recalled and recropped later.

14. System should have inbuilt image management facility with facility for direct storage of images and loops in the Hard disk Disk and also thumbnail review to view & edit images loops and also reports.

15. System should have storage facility of image loops in the hard disk drive of 160GB or more. System should be able to transfer Images & clips to CD & DVD media.

16. System should offered with the following:

    a) Live 2D and 3D echo electronic Matrix Transducer for adult Live 2D and 3D TEE. With Tissue Harmonic imaging and with electrocautery suppression. (please mention the tip size, small tip size will be preferred

    b) High frequency phased array transophageal transducer for paediatric intraoperative cardiac imaging with 3 to 7 MHz extended operating frequency range. (please mantion the tipo size, small tip size will be preferred)

    c) Adult transthoracic echo transducer with frequency ranging from 1-5 MHz. This transducer should have either single crystal technology or pure wave technology for excellent image quality on difficult to image patients.

    d) Paediatric 3-.1-8MHZ transthoric transducer.

    e) Epicardic 3-12 MHz probe for intraoperative use.

    f) Linear probe 5-10 MHz for vascular studies(small foot probe)

    g) Contrast harmonic imaging should be offered as standard on the system, with optimization for low and Hl Ml applications. Should also have facility of LOW Ml with triggered replenishment imaging.

    h) The mashine should have inline facility as well as latest PC (off- line workstation) software for analyzing and qualification of 2D and 3D data sets, Q-lab or equivalent (for both TTE and TEE), CD and DVD writer with image management software and color lazer printer. PC should be offered with a flat panel at least 24 inch high resolution display monitor.

    i) B/W thermal printer.

    j) 3KVA online UPS with a backup of 30 min minimum, from any reputed brand.

    k) There should be facility to display Echo on large scale monitor (atleastt 32”size) with long cable (atleast 100 meters length)

Terms and conditions:

1. Two years warranty and 5 yrs CMC after warranty as per terms and conditions of PGIMER rules. Warranty and 5 yrs CMC will include all items that company will be supplying even from any other sources also. During warranty and CMC period the down time of any

function parameter, hardware or software should not be more than 48 hours. Afterwards company will be liable for a penalty of 0.1% of equipment cost per day. The warranty and CMC which ever applicable will be extended for a period equal to the down time period of the machine. In case the company gives replacement of the equipment during downtime, there will be no penalty. All the TEE probes should be covered within the CMC and warranty.

2. System should be demonstrated in PGIMER for compliance for specification and operational capabilities.

3. There will be prebid conference with interested firms to participate in tender for clarification and upgrading of specifications.

Item Sl. No. 5

PLASMA STERLIZER UNIT

1 Description of Function

1.1 Hydrogen peroxide sterilization system may include exposing an article to be sterilized to a plasma generated from a gas mixture. The exposure of the article to the plasma is carried out at a pressure of from 0.1 to 10 torr and a chamber temperature of less than 63.degree. C. for a time period sufficient to effect sterilization. The apparatus for plasma sterilization of articles includes a plasma generator and a sterilizing chamber or it may be through Vaporized Hydrogen peroxide gas

2 Operational Requirements

2.1 Sterilization of Operation Theatre instruments using state -of-art Hydrogen peroxide Gas Plasma Technology and cost effective

3 Technical Specifications

3.1 The temperature of sterilization must be in the range of 30-60 deg C and of low-moisture sterilization process

3.2 The process should be rapid enough to provide high throughput with the cycle time of 50-75minutes

3.3 The cycle time to processing should be programmable to best match the Operation Theatre instruments and load configuration

3.4 The sterilizer should have usable volume of 90 to 150 liters.

3.5 There should be no toxic residuals with primary by-products being water vapour and oxygen & it should be safe for patient, staff and environment.

3.6 The technology should be such that it required no costly engineering requirements for installation and functioning. The equipment should not require connection other than an electrical power cord.

3.7 Supplier should connect the system to the standby power of the hospital which does not allow power interruption beyond 10 seconds by the supplier.

3.8 The chamber shape should be Rectangular or Square in shape

3.9 The system should be capable of sterilization of hollow catheters/rigid instruments . All required accessories (such as connectors, boosters) should be supplied with the unit.

4 Environmental factors

4.1 Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/EEC; EMC-directive.

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

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

5 Power Supply

5.1 Power input to be 220-240VAC, 50Hz or 400VAC 3 phase 50 Hz fitted with Indian plug

5.2 Voltage corrector/ stabilizer of appropriate ratings meeting ISI Specifications.(Input 160-260 V and output 220-240 V and 50 Hz or 400 VAC 3 phase 50 Hz)

6 Standards, Safety and Training

6.1 Certified to be in compliance with ISO/EN 14937.- Standards for sterilization equipments.

6.2 Should be US FDA or European CE approved product including critical consumables such as Sterilant Cartridge/Chemical Indicators/Biological Indicators etc.

6.3 Electrical safety conforms to standards for electrical safety IEC-60601-1General Requirements

6.4 Manufacturer/Supplier should have ISO certification for quality standards.

7 Documentation

7.1 User Manual in English

7.2 Service manual in English

7.3 Certificate of calibration and inspection.

7.4 List of Equipments available for providing calibration and routine Preventive Maintenance Support. As per manufacturer documentation in service/technical manual.

7.5 List of important spare parts and accessories with their part number and costing.

7.6 Price of all consumable (Including Gas cartridge, labels, indicators, packing material, tray, adaptor etc) required for 1000 cycles of full load should be offered by the bidder. This pricing shall be frozen for Five Year.

7.7 All consumables required for 100 cycles should be supplied as per the requirement of the individual user without loss of shelf life.

Item Sl. No. 6

HEART LUNG MACHINE WITH ACCESSORIES

S.N. Description of function

1.1 Heart Lung Machine is an apparatus through which blood is temporarily diverted, during heart surgery, to oxygenate it and pump it throughout the body, thus maintaining circulation until the heart and lungs are able to return to normal functioning.

S.N. Operational requirements

2.1 BASIC EQUIPMENT will consist of the following unit

1)5- Pump Console
2)Temperature Control Module (Hypo-Hyper thermia unit)
3)Monitors: a) Pressure monitor – arterial and cardioplegia with transducers
b) Time
c) Temperature Monitor with probes
d)Display of total volume of each infusion along with delivery time
4)Air- Oxygen Blender with hoses and Flow meter
5)Safety Devices –
a) Ultrasonic air sensor
b) Level Sensor

S.N. Technical Specifications

3.1

A. 5- Pump Console

1. The unit should have 5-pump console compactly arranged with separate power supply and control modules. Should have easy access connectors for interchanging the pump.
2. Each individual roller pump should be capable of running independently on 220 V/50Hz supply.
3. Should have a spill proof base.
4. The unit should be supplied with a battery backup for at least two pumps, all safety systems and accessories for a minimum of 30 minutes. Switch over from main power to battery backup should be automatic and immediate. The battery unit should be built in to the pump base and it should be recharged automatically when the system is operating with main power supply.
5. Individual pump heads should have Harvey Roller pumps with facility for tubing to be used adjustable from ¼" to 5/8" through 3/8"and ½" by easily changeable mechanism.
6. Individual pump heads should have display in digital –The total infusion volume in litres and delivery time, the flow rates in LPM and in RPM
7. Each Pump should have easy mechanism for occlusion setting for different thickness of tubes available in the market, 1/32" to 3/32".
8. Should have unidirectional hand crank facility as a critical safety feature hand crank loading should be from top for faster access.
9. The Console should have a compact base mount for the entire pump heads together, with pole and handles.
10. Should have variable, changeable tubing holders in each pump head:1/4", 3/8", ½", 5/8" and double ¼".
11. Should have movable oxygenator holder.
12. Roller pump should have a self-diagnostic circuit with provision to detect and display critical alarm conditions.
13. Optional Pulsatile module which can be mounted on any of the blood pump.

3.2 Should have a venous control module with single pole mast with electronic venous line occluder.

3.3 Should have a monitor mount with adjustable monitoring arm

3.4 Instrument tray positionable with long monitoring arm

3.5 Lightweight surface table; writing surface

3.6 B.. TEMPERATURE CONTROL MODULE:

TEMPERATURE CONTROL AND MONITOR SYSTEM WITH CARDIOPLEGIA SUPPLY AND REMOTE TEMPERATURE DISPLAY: with the following features:

1. Simultaneous delivery of water for arterial and cardioplegia heat exchangers and to thermal blankets.
2. To work with power supply of 220± 20 V 50 Hz.
3. Pressure regulated blanket ports maintaining the temperature of the arterial port.
4. Temperature display range of 0- 50 ° Celsius; remote accuracy of 0.3 ° Celsius and remote temperature display unit module with 3-temperature display.
5. Microprocessor based unit to control, cool, rewarm and maintain temperature.
6. Water outlet temperature of heat exchanger and blanket range 0-42° C.
7. Maximum flow performance of heat exchanger port 15 – 22 LPM; 480mmHg maximum pressure; Blanket 1.5 to 2.5 LPM at zero head.
8. Ice generation facility. Rewarming facility with venous difference mode settable at 6 to 10 ° C gradients to hold the water bath temperature at higher than the venous blood temperature.
9. Temperature probe module for the operating ranges of 0-50° C.
10. Six Temperature probes to fit in standard oxygenators (bubble / membrane)

3.7 C.MONITORS:

PRESSURE MONITOR: Facility to monitor one arterial line pressure and two cardioplegia line pressures (total 3); along with necessary pressure transducers, cables and domes reusable, with accurate digital display and alarm facilities audio and visual.

TIME MONITOR: Facility for 4 time displays -- 2 for arterial and 2 for cardioplegia delivery. With stop, reset and start function.

TEMPERATURE: 6 temperature displays 3 for patient monitoring and 3 for cardioplegia monitoring with digital display in Celsius with 6 necessary compatible temperature probes with 3 of them for nasal, rectal and esophageal use

3.8 D. AIR- OXYGEN BLENDER:

To work at 50-60 PSI for membrane oxygenator with water trap attached with necessary hoses and connections of minimum of 5 meters length and with triple flow glass flow meters.

3.9 E.SAFETY Monitoring DEVICES with:

ULTRASONIC AIR SENSOR: Ultra sonic air sensor to detect bubbles to work equally well with crystalloid and blood; should be possible to fit anywhere in the circuit easily.

LEVEL SENSOR SYSTEM: Ultrasonic transducers to work well with crystalloid and blood with adhesive pads, with alarm settings.

Should be able to provide both alert and alarm for audible and visual alarms or low blood level alarm

Safety monitor should have optional capability for computer interface to retrieve perfusion data

3.10 **ACCESSORIES**

1. REMOTE CONTROL MODULE FOR THE TEMPERATURE CONTROL MONITOR
2. INSTRUMENT TRAY WITH MOUNTING ARM

SL System configuration accessories, spares and consumables

4.1 Heart Lung Machine as per specification -01

4.2 Remote Control module for Temperature Control Monitor

4.3 Instrument tray with mounting arm

4.4 Machine cover

4.5 System should be provided with appropriate furniture like adjustable revolving chair for the perfusionist to operate the system.

The system should contain all the above accessories in Integrated or as separate accessories.

S.N. Environmental factors

5.1 The unit shall be capable of operating continuously in ambient temperature of 10 -40^0 C and relative humidity of 15-90%

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

5.3 Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.

S.N. Power supply

6.1 Power input to be 220-240VAC, 50Hz,/440 V 3 Phase as appropriate fitted with special imported plug dedicated to the unit.

6.2 Resettable overcurrent breaker shall be fitted for protection

6.3 Suitable Servo controlled Stabilizer/CVT

S.N. Standards ,safety and training

7.1 Should be US FDA or European CE approved product

7.2 Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450

7.3 One engineer should be posted for a week to impart training

7.4 Manufacturer should have ISO certification for quality standards.

S.N. Documentation

8.1 User manual in English

8.2 Service manual in English

8.3 List of important spare parts and accessories with their part number and costing available in stock with the supplier.

8.4 Certificate of calibration and inspection from factory.

8.5 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist.
The job description of the hospital technician and company service engineer should be clearly spelt out

8.6 List of Equipment available for providing calibration and routine Preventive Maintenance Support as per manufacturer documentation in service/technical manual.

Item Sl. No. 7

Fundus Camera

Description

Fundus camera photographs the retina, optic disc, macula, and posterior pole of the eye.
Fundus camera basically consists of a specialized low power microscope with camera.
Fundus photography is used to detect and evaluate retinopathy, glaucoma, papilledema etc.

Specification

1. Should be able to perform digital imaging of the following modes of examination:
   Colour, Red-free, Angiography (fluorescein angiography and indocyanine green) and Fundus autoflurecence, Ant. segment imaging using suitable filters.

2. Optics:
   A. Field angle: 30°,60°
   B. Digitally capturing and direct display of the image on monitor 17inches to 19 inches.
   C. Internal and external fixation.
   D. Working distance: patient's eye to lens 42-45mm
   E. Tilting angle: +/-45° horizontal, +15° /-10° vertical.
3. Should have the advanced computer system with advanced database system with facility for data storage, facility for multi visit recall, mapping of Montage, facility for comparison of old with new image, data transfer image in the network, USB,DVD. Image formats for export and import are DIACOM, jpeg, bmp, multifunction colour printer.
4. Original instrument table, motorized suitable for the wheel chair patient
5. Power supply 220-240 VA input.
6. Integrated voltage stabilizer with approximate ISI standards
7. Suitable UPS with minimum of one hour back up.
8. FDA/CE/international standards
9. Local availability for demonstration.

Item Sl. No. 8

Operating Microscope - Neuro

1) Motorized zoom magnification 1:6 ratio
2) Should have variable magnification to see both superficial and deep structures
3) Variable working distance range from 200-500 motorized and manual
4) Pair of wide field eyepiece for spectacle wearers 12.5° diopteric setting +5D to -8D
5) Ergonomic handles with button for motorized control of focus zoom axis movement and light intensity
6) Microscope should have control for variable spot size
7) Microscope should have 180 W xenon bulb or above
8) Inclinable binocular tube, inclinable over range of minimum 0-180 degree for operator
9) A side binocular attachment for assistant
10) Stereoscopic observation attachment for second observer with tiltable eyepiece, minimum 0-180 degree should remain fixed when titling of main microscope
11) Beam splitter for assistant binocular tube or camera should be provided
12) 3-chip modular camera with necessary attachment for recording and viewing should be provided

13) Video editing software should be provided with the recording system
14) 1 spare light assembly should be provided
15) There should be 21 inch LCD/plasma monitor mounted on OT wall should be supplied
16) Microscope should be easily balanceable in many positions with switches on both hand grips
17) Hand grips should have control for zoom, light intensity and focus
18) Should work with hospital electric supply
19) 5 year warranty and 5 year CMC to be quoted (total 10 years)
20) Price of spare part to be frozen for next 10 years
21) A local service agent should be available

Item Sl. No. 9

Anaesthesia m/c with ventilator

A system integrating anaesthetic gases flow delivery vaporization, monitoring and ventilation

1. Anaesthesia machine constructed from welded tubular / epoxy powder painted steel. Stainless steel top and 1 no. lockable drawers and electrical outlet to be provided. Should have large castor wheel with foot brake. Gas specific, high pressure forged brass gas blocks with integrated pin indexed yoke for oxygen and nitrous oxide with long life metal diaphragm with non-interchangeable gas supply inlet (Pipeline connection) for oxygen, N2O and air with color coded HP antistatic tubes.
2. Separate colour coded large gauges to indicate cylinder and pipeline pressure of oxygen, nitrous oxide and Compressed air.
3. Having mechanical hypoxic guard incorporating nominal basal flow of atleast 100 ml for minimal flow anesthetic techniques with system on / off switch
4. Having reservoir based audible oxygen failure alarm of at least 7 seconds.
5. Dual cascaded flow meter for oxygen, nitrous oxide and single for C. Air accurately calibrated with an accuracy of + 2.5 % and range of at least 10 ltr./min.
6. Emergency oxygen flow of at least 35 ltr / min with non locakale push button to be provided.
7. Should have selected twin vaporizer manifold with automatic interlocking facility
8. Having 3 latest vaporizers for halothane sevoflurane and isoflurance all should be temperature,pressure and flow compensated, with key filling arrangement and should be quick mountable.
9. Agency capacity should be minimum 225 ml of free volatile anesthetic agent.
10. Should be integrally fitted with at least 2 kg capacity reversible canister, double chamber type of CO2 absorber system having provision to bypass. Absorber system through a switch and ventilate with bag
11. All sensor connection shall be internal to help prevent disconnection.
12. Electrically operated pneumatically driven integrated anesthesia ventilator, bag in bottle type with volume control with pressure limited and integrated PEEP.
13. Ventilator should automatically compensate for fresh gas by adjusting fresh gas flows for changes in fresh gas flow, small system leak changing lung compliance or compression losses.
14. The ventilator should have bellows and be integrally mounted to absorber system

15. Should have large LCD display for patient data like, TV, MV frequency 02 conc., P Mix. P Mean and air way bar graph along with set data simultaneously
16. The display screen should be mounted in alarm for easy viewing
17. Facility to change I:E Ratio should be provided.
18. Alarm setting should be available for low and high and tidal volume, minute volume airway pressure and apnea.
19. The ventilator to have at least 60 minutes battery back up
20. The anesthesia system should have a integrated passive scavenging system with pressure relief valve.
21. The anesthesia machine should have monitoring facility of following parameter in a suitable single monitor :
22. Monitor should be with multi-parameter module with minimum 15 inches colour TFT display with 8 channels.
23. The monitor should not require any, lengthy start-up procedure or calibration. It should be ready to monitor as soon as on / off switch is pressed.
24. Should have 24 hours graphical and numerical trend with split screen facility of all parameters with at least 15 critical alarms summary.
25. Monitor to have ventilation, haemodynamic and oxygenation calculation with drug calculator package
26. Should be able to monitor and display all parameters in single screen.

RESPIRATION

1. Range should be 6 to 60 BPM with waveform should have alarm for apnea and high and low alarm limit for respiratory ate.
2. Monitor shall incorporate two temperature channel ranging from 20.0 to 45 C with an accuracy of at least + 0.1 and resolution of 0.1 C.

CO2

1. Should be measured through side stream infrared absorption technique
2. Measurement range should be at least 0 – 10%
3. Breath by breath capnograph display
4. Numeric display of inspired and end tidal CO2

Patient Oxygen

1. Should be measured through differential paramagnetic sensor or fuel cell technology (to be supplied for 5 years).
2. Measurement range should be at least 0 – 100%
3. Breath by breath oxygram display
4. Numeric display of inspired and expired oxygen.

Agent Monitoring

Agent monitoring for nitrous oxide, halothane, isoflurane, sevoflurane and desflurane should be provided.

Should have following accessories:),

1 Anesthesia gas / spirometry accessory kit (4 each)
2. Disposable domes with complete kit (100 in No.)
3. Etco2 sampling kits (20 in No.)
4. Disposable anaesthesia breathing circuits.

General Conditions

1. Should enclose compliance statement.
2. Should have service facility in Delhi.
3. Must submit printed catalogue and technical data sheet to substantiate the offer.
4. All imported components like machine monitor and ventilator should be from one manufacturer/ principal.
5. Any misinformation regarding the specification of the equipment offered would mean outright technical rejection.
6. Demonstration of the equipment is mandatory.
7. Warranty: 98% uptime warranty period of the complete system with extension of the warranty period by double the downtime period.
8. Comprehensive Maintenance Contract:
   (a) For the main equipment along with accessories for five years
   (b) With labour and spares after satisfactory completion of warranty period.
   (c) The cost of CMC should be quoted along with the taxes as applicable, on the date of tender opening.
   (d) Cost of CMC will be added for ranking purposes.
   (e) The payment of CMC will be made on six month basis after satisfactory completion of contract, duly certified by user.
   (f) There will be 98% uptime warranty during CMC period for complete system with extension of CMC period by double the downtime period.
9. Back to back warranty to be given by supplier from principal/manufacturer of the equipment to supply spares for a minimum of 10 years.

Item Sl. No. 10

Defibrillator with monitor

1 Description of Function	
1.1	Defibrillator is required for reviving the heart functions by providing selected quantum of electrical shocks with facility for monitoring vital parameters.
2 Operational Requirements	
2.1	Defibrillator should be Bi- Phasic, light weight (< 8kg) and latest model
2.2	Should monitor vital parameters (ECG, NIBP, HR, SPO2 and EtCO2[optional] and display them
2.3	Should print the ECG on thermal recorders.
2.4	Should work on Manual and Automated external defibrillation (AED) mode. Manual selection maximum up to 360 J.
2.5	Should be capable of doing synchronised & asynchronised cardioversion
2.6	Can be operated from mains as well as battery
2.7	Should have defibrillator testing facility
3 Technical Specifications	

3.1	Should be a Low Energy Biphasic defibrillator monitor with Recorder, within a maximum energy of 360 Joules
3.2	Should monitor ECG through paddles, pads and monitoring electrodes and Defibrillate through pads and paddles. Should have Automatic Lead switching to see patient ECG through paddles or leads
3.3	Should measure and compensate for chest impedance for a range of 25 to 1500hms
3.4	Should have a built in 50mm strip printer/ thermal recorder
3.5	Should have charging time of less than 5 seconds for maximum energy. Charging indicator should be there.
3.6	Should have Display- TFT coloured LCD at least 8” diagonal for viewing messages and ECG waveform of 5 seconds
3.7	Should have internal and external paddles with paddles contact indicator – for good paddle contact. Both Adult and paediatric should be available for both internal and external paddles. Switch for delivering the shock should be available on the internal paddles.
3.8	Should have event summary facility for recording and printing at least 250 events and 50 waveforms.
3.9	Should have a battery capable of usage for at least 120 minutes and/or 30 discharges.
3.10	Should be capable of printing Reports on Event summary, configuration, self-test, battery capacity etc.
3.11	Should have facility for self-test/check before usage and set up function
3.12	Should have SP02 and NIBP integrated facility, EtCO2 (optional)
3.13	Should be capable of delivering energy in increments of 1-2 joules up to 10J and increments 5-10 J till 50 and up to a maximum of 50J thereafter.
3.14	Should have user friendly 1,2,3 color coded operation.

4 System Configuration Accessories, spares and consumables

4.1	Defibrillator -01
4.2	Paddles Adult -external paddles 1 pair and internal paddles 1 pair.
4.3	Paddles –Paediatrics - external paddles 1 pair and internal paddles 1 pair.
4.4	Patient cable -02
4.5	ECG Rolls -50
4.6	Disposable pads-10 nos.
4.7	NIBP Cuff Adult - 02 NIBP Cuff Paediatrics- 02 NIBP Cuff Infants- 02
4.8	SPO2 Finger Probe-Adult -02

	SPO2 Ear Probe-02
4.9	Complete set of ECG Leads- 02

5 Environmental factors

5.1	The unit shall be capable of operating continuously in ambient temperature of 0 – 50 °C and relative humidity of 15-90%
5.2	The unit shall be capable of being stored continuously in ambient temperature of -20 – 60 °C and relative humidity of 15-90%
5.3	Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.

6 Power Supply

6.1	Power input to be 220-240VAC, 50Hz
6.2	Resettable overcurrent breaker shall be fitted for protection

7 Standards, Safety and Training

7.1	Should be US FDA or European CE approved product
7.2	Electrical safety conforms to standards for electrical safety IEC-60601-1 General Requirements and IEC-60601-2-25 Safety of Electrocardiograms. (OR EQUIVALENT BIS Standard)
7.3	Drop Test-Withstands 1 meter drop to any edge, corner or surface.
7.4	Should conform to international test protocols on exposure to shock forces and to vibration forces. The standard should be documented.
7.5	Should meet IEC 529 Level-2 (IP2X) for enclosure protection solid foreign object ingress.
7.6	Should meet IEC 529 Level 3 (IP3X)(spraying water) for enclosure protection , water ingress.
7.7	Should have local service facility .The service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
7.8	Comprehensive warranty for 5 years and provision of CMC for next 5 years.

8 Documentation

8.1	User Manual in English
8.2	Service manual in English
8.3	List of important spare parts and accessories with their part number and costing

8.4	Certificate of calibration and inspection from factory.
8.5	Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out
8.6	List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
8.7	Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.
8.8	Must submit user list and performance report within last 5 years from major hospitals.

Item Sl. No. 11

Fully auto random access biochemistry analyser (medium throughput)

1) Description of system function: open system, Discreet, Multi-channel, Random access clinical chemistry analyzer with ISE.
2) Assay modes: photometric end point, kinetic, indirect ISE, bichromatic and immunoturbidimetric.
3) Throughput: at least 400 photometric tests/hour and at least 800 btests/hour with ISE.
4) Sample type- plasma, serum, urine, CSF and other fluids analysis facility.
5) Sample loading: at least 70- sample positions with continuous loading.
6) The system should be able to take sample from the primary/secondary tubes, cups.
7) System should have automatic rerun, automatic reflex testing and have facility for continuous loading of stat samples without interrupting the routine run with 20 stat sample positions.
8) Photometer: multi-wavelength diffraction grating based photometric system with wavelengths ranging from 300-800 nm
9) Lamp source: halogen/xenon lamp.
10) Bar code reading facility for samples and reagents.
11) Sample and reagent probe: separate probes for sample and reagents.

12) Sample probe: probe must have liquid level detector/sensor and independent washing facility. Also probe crash detention and sample clot detection facility should be there. It should <25µl sample in 0.1µl increment.

13) Reagent probe: probe must have liquid level detector/sensor and independent washing facility with probe crash detention facility.

14) Reagent compartment; refrigerated reagent compartment/disk with minimum 40 positions.

15) Cuvettes: permanent hard glass / quartz cuvettes/plastic cuvettes with onboard washing facility.

16) Onboard parameter test: minimum 60 onboard parameters.

17) Should have pre-& post- auto dilution of samples and return capability for out of range samples. Also there should be facility for serial dilution in multipoint calibration.

18) Quality control: real time, individual and cumulative quality control with automatic QC programming with L-J graphs. Printout of QC charts & reports.

19) Software:
   i) Compatible, programmable windows based user friendly software with comprehensive data processing and management system.
   ii) Graphical user interface software.
   iii) LIS and HIS capability.
   iv) Complete backup of the database for calibration, control and patients sample result.
   v) At least 10,000 patient result storage and multitasking facility on computer.

20) Personal computer with monitor, printer etc.

21) Complete circuit diagram and service manual and operating manual must be provided user/ technical maintenance manuals to be supplied in English. Supplier must provide original documentary proof of the data and place of manufacturing of supplied equipment.

22) Water purification unit: All vendors should supply the compatible water treatment plant for the instrument along with necessary plumbing and adequate size storage tank. They must check the hospitals water quality before supplying water plant.

23) All related plumbing for whole instrument with suitable diameter pipes for input as well as drain water should be done by the company. Also suitable stand for water purification system and storage tank should be provided.

24) Equipment should be supplied with compatible online UPS for entire machine with at least 30 min battery backup.
25) Should have ISO or any equivalent Quality certification like FDA/CE approved certification
26) Comprehensive and full training of all users by suppliers for operating the equipment at installation point.
27) Logbook with instruction for daily, weekly, monthly and quarterly maintenance checklist the job description of the hospital technician and company service engineer should be clearly spelt out.
28) Certificate of calibration and inspection.
29) The system should be supplied with necessary pre requisites and start-up kits with required calibrators and control as per the requirement of the user.
30) Manufactures should also be manufacturing the reagents/kits needed for the machine.
31) Compliance report proforma : Compliance report to be submitted in a tabulated and pointwise proforma clearly mentioning the page/para number of original catalogue/data sheet.
32) Assured supply of spared and consumables for 10 years atleast.
33) Installation and satisfactory functioning reports of atleast last 2 years.
34) Backup machine of the same specification.
35) Comprehensive warranty for 5 years and next 5 years CMC after warranty.

Item Sl. No. 12

ICU Ventilator

1. Microprocessor Controlled ventilator with integrated facility for Ventilation monitoring suitable for New born to adult ventilation.
2. Imported hinged arm holder for holding the circuit
3. Colored TFT touch screen, 12 Inch or more
4. Facility to measure and display
   a) End tidal CO2 with capnography.
   b) 3 waves- Pressure and Time, Volume and Time and Flow and Time.
   c) 3 loops- P-V, F-V, P-F with facility of saving of 3 Loops for reference.
   d) Graphic display to have automatic scaling facility for waves
   e) Status indicator for Ventilator mode, Battery life, patient data, alarm settings, clock etc.
5. Trending facility for 72 hours with minimum 5 minutes resolution for recent 24 hours
6. Automatic compliance & Leakage compensation for circuit and ET tube

7. Following settings for all age groups.

   a) Tidal Volume
   b) Pressure (insp)
   c) Pressure Ramp
   d) Respiratory Rate
   e) SIMV Respiratory Rate
   f) CPAP/PEEP
   g) Pressure support
   h) FIO2
   i) Pause Time
   j) Pressure & Flow Trigger

8. Monitoring of the following parameters
   a) Airway Pressure (Peak & Mean)
   b) Tidal volume (Inspired & Expired)
   c) Minute volume (Inspired and Expired)
   d) Spontaneous Minute Volume
   e) Total Frequency
   f) FIO2 dynamic
   g) Intrinsic PEEP and PEEPi Volume
   h) Plateau Pressure
   i) Resistance & Compliance
   j) Use selector Alarms for all measured & monitored parameters

9. Modes of ventilation
   a) Volume controlled
   b) Pressure Controlled
   c) Pressure Support
   d) SIMV (Pressure Control and volume control) with pressure support
   e) CPAP/PEEP
   f) Inverse Ratio Ventilation
   g) Advanced mode like pressure controlled volume guaranteed
   h) Non Invasive ventilation
   i) APRV

10. Apnea /backup ventilation

11. Expiratory block should be autoclavable and no routine calibration required.

12. Should have the ability to calculate / Procedure

   a. Intrinsic Peep & Intrinsic PEEP Volume
   b. Occlusion Pressure
   c. Spontaneous Breathing trial
   d. Facility to calculate lower and upper inflection point

13. Nebulizer with capability to deliver particle size of < 3 micron & to be used in both Off and On line

14. Automatic Patient Detection facility preferable

15. Reusable silicone autoclavable sets of each Pediatric and adult hoses-2 sets of each with each ventilator.

16. Medical Air Compressor (Optional)

a) Imported stand alone Medical Air compressor

b) Snap fit with the Ventilator module to provide an oil free Medical air

c) Peak output flow should be minimum 160 LPM.
d) Air quality should comply with ISO compressed air purity class.
e) Medical Air Compressor should automatically activate in the event of wall air supply loss.
f) Replacement of internal filters should be performed without removing the compressor
g) Should have washable air filter.

17. Technical Specifications for reusable face mask & nasal mask.

a) Reusable face & nasal mask with textured dual flap silicone cushion flap for easy fit.
b) Removable forehead support and pad to match the angle of patient's forehead Stability Selector for easy fit and angle.
c) Ball & Socket headgear attachments.
d) Should be autoclavable.
e) 2 sets of all sizes (Small, Medium, Large) with each machine.

18**. General conditions**

a) Demonstration of quoted model is a must
b) Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/ literature
c) Should have local service facility
d) Battery back-up for minimum 30 min
e) Must submit user list & performance report within last 5 years from major hospital.
f) Back to back warranty to be taken by the supplier from the principal to supply spares for minimum 10 years
g) Comprehensive warranty for five years
h) Annual Maintenance contract (AMC) for next 5yrs

Item Sl. No. 13

Infusion Pump

1. The equipment should have Roller type Peristaltic pump /volumetric pump technology for delivery of IV fluids and blood/blood products ranging between 2.5 ml to 750 ml per minute.

2. The Equipment should have high levels of safety from air embolism by integrating at least two ultrasonic air detection sensors.

3. Heating process should be done by an electromagnetic induction heating system.

4. The Equipment should have two infra –red temperature sensors for accurate delivery of fluids at 37ºC.

5. The equipment should have the facility to automatically purge air for removal of any out-gassed air to prevent it from entering the patient line. No manual process should be involved.

6. The equipment should have operator controlled Bolus infusion key for rapid response in critical situations.

7. The equipment should have a line pressure control sensor for restriction of flow in case of line occlusion immediately and stop the delivery of fluids for patient safety.

8. The Equipment should have a recirculate mode for pre – warming of fluids during transport.

9. The Equipment should have an interactive on-board display system which displays information about the rate of infusion, total volume infused, real temperature of fluids, line pressure etc.

10. The equipment should have an internal rechargeable battery backup.

11. Consumables should be universal for all flow rates ranging between 2.5 ml to 750 ml per minute.

12. Guarantee/ warrantee for 24 months from the date of installation.

13. The principals/ supplier firm /vendor should have a 24 Hours. Service centre facility based at Delhi/NCR.

14. The Principals must give a certificate that if the supplier/ vendor is changed during the course of guarantee/ warrantee period ,the principals would be responsible for the upkeep/ maintenance of the quote/ supplied equipment, besides honoring all the terms and conditions of CMC/AMC in letter and spirit.

15. Spares/ Consumables should be available for a period of at least eight years after expiry of the guarantee/ warrantee period.

16. Performance certificates from satisfied customers from Central Govt. /State Govt. /reputed private hospitals must be appended in respect of the quoted equipment.

17. CMC/AMC Rates to be quoted for next five years after expiry of guarantee/ warrantee period of 2 years.

Item Sl. No. 14

Patient monitor – 3 parameter

1. Description of Function

1.1 It should provide monitors of ECG, NIBP, SpO2

2. Operational Requirements

2.1 Comprised of bedside monitors

2.2 Capability of storage of patient data and printing of patient reports.

2.3 Demonstration of the equipment is a must.

3. Technical Specifications

3.1 Minimum 15 inches multicolored TFT touch display screen.

3.2 Should have facility to monitor and display - ECG, NIBP, SpO2,

3.3 Digital and waveforms/traces display of all parameters. Specification include – monitoring of heart rate & respiratory rate in addition to above to make it a complete monitor.

3.4 Multichannel (up to 12 leads) ST segment analysis.

3.5 Automatic arrhythmia detection & alarm for standard and lethal arrhythmia

3.6 Should be suitable for Adult to Neonate usage

3.7 Should be able to automatically measure B.P in case of rapid blood circulation changes in between NIBP measurement intervals.

3.8 Motion tolerant NIBP with cuff overpressure protection

3.9 Should display the trends of circulation changes over a period of time

3.10 SpO2 should be pulse- tone modulation (pitch tone).

3.11 Should be capable of measuring oxygen Saturation even in case of motion artifact.

3.12 Should have audio – visual alarms for all parameters and should display alphanumeric alarm messages

3.13 Trend of at least 48 hours.

3.14 Should have automatic and manual alarm setting for all parameters

3.15 Should have inbuilt 3 Ch thermal recorder with selectable recording speed of 50, 25, 12.5,6, 3mm/sec and 50mm/ min.

3.16 Battery backup of up to 4 hours, when fully charged

4. System configuration Accessories, spares and consumables

4.1 ECG: 3/5 Lead Cable with clip – 2 sets per monitor

4.2 NIBP: Adult cuff- 2nos. per monitor and two sizes of paediatric cuffs- one per monitor (complete Sets). Thigh cuff & extra-large cuff – each one per monitor.

4.3 SpO2: Adult SpO2 sensor with cable- two nos per monitor and Paediatric SpO2 sensors- one no per monitor.

4.4 Necessary mounting solution /mounting on any pendant for monitors

5. Environmental factors

5.1 The unit shall be capable of operating continuously in ambient temperature of 0 -40deg C and Relative humidity of 15-90%

5.2 The unit shall be capable of being stored continuously in ambient temperature of -20 -60° C

5.3 Shall meet IEC- 60601 -1- : 2001 General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/ECC; EMC- directive.

5.4 The supplier shall provide environment friendly furniture and wall fittings for the entire system. Cabling has to be provided by the supplier

6. Power Supply

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

6.2 Voltage corrector / stabilizer of appropriate ratings meeting SIS Specifications.(Input 160-260 V and output 220-240 V and 50Hz)

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

7. Standards Safety and Training

7.1 Should be US FDA, CE, UL or BIS approved product

7.2 Shall meet the safety requirements as per IEC 60601-2-27: 1994- Medical electrical equipment – Part 2: Particular requirements for the safety of electrocardiographic monitoring equipment.

7.3 Manufacturer/ Supplier should have ISO certification for quality standards.

7.4 Should have local service facility the service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.

7.5 Back to back warranty to be taken by the supplier from the principal to supply spares for a Minimum period 10 years.

7.6 Comprehensive warranty for 5 years and provision of CMC for next 5 years.

8 Documentation

8.1 User Manual in English

8.2 Service manual in English

8.3 Must submit user list and performance report within last 5 years from major hospitals (at least 500 bedded)

8.4 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the Page /para number of orginal catalogue / data sheet. Any point, if not substantiated with Authenticated catalogue/manual, will not be considered.

8.5 List of Equipments available for providing calibration and routine Preventive Maintenance Support. As per manufacturer documentation in service/ technical manual.

8.6 List of important spare parts and accessories with their part number and costing and to be blocked for 5 years.

8.7 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out

Item Sl. No. 15

Patient monitor – 5 parameter

1. **Description of Function**
   1.1 It should provide monitors of ECG, NIBP, SpO2 Temperature, $ETCO_2$
2. **Operational Requirements**
   2.1 Comprised of bedside monitors
   2.2 Capability of storage of patient data and printing of patient reports.
   2.3 Demonstration of the equipment is a must.
3. **Technical Specifications**
   3.1 Minimum 15 inches multicoloured TFT touch display screen.
   3.2 Should have facility to monitor and display - ECG, NIBP, SpO2, Temperature, $ETCO_2$
   3.3 Digital and waveforms/traces display of all parameters. Specification include – monitoring of heart rate & respiratory rate in addition to above to make it a complete monitor.
   3.4 Multichannel (up to 12 leads) ST segment analysis.
   3.5 Automatic arrhythmia detection & alarm for standard and lethal arrhythmia
   3.6 EtCO2- Main stream/side stream. Display both inspired and expired values, showing capnography.
   3.7 Should be suitable for Adult to Neonate usage
   3.8 Should be able to automatically measure B.P in case of rapid blood circulation changes in between NIBP measurement intervals.
   3.9 Motion tolerant NIBP with cuff overpressure protection
   3.10 Should display the trends of circulation changes over a period of time
   3.11 SpO2 should be pulse- tone modulation (pitch tone).
   3.12 Should be capable of measuring oxygen Saturation even in case of motion artifact.
   3.13 Should have audio – visual alarms for all parameters and should display alphanumeric alarm messages
   3.14 Trend of at least 48 hours.
   3.15 Should have automatic and manual alarm setting for all parameters
   3.16 Should have inbuilt 3 Ch thermal recorder with selectable recording speed of 50,25,12.5,6, 3mm /sec and 50mm/ min.
   3.17 Battery backup of up to 4 hours, when fully charged
4. **System configuration Accessories, spares and consumables**
   4.1 ECG: 3/5 Lead Cable with clip – 2 sets per monitor
   4.2 NIBP: Adult cuff- 2nos. per monitor and two sizes of paediatric cuffs- one per monitor (complete Sets). Thigh cuff &extra-large cuff – each one per monitor.
   4.3 SpO2: Adult SpO2 sensor with cable- two nos. per monitor and Paediatric SpO2 sensors- one no. per monitor.
   4.4 EtCO2 module with all accessories. In case of side stream EtCO-10 sets of sampling tubes for each module to be included

4.5 Temperature: Nasopharyngeal temperature probe- two per monitor and skin temperature probe one per monitors.

4.6 Necessary mounting solution/ mounting on any pendant for monitors.

5. Environmental factors

5.1 The unit shall be capable of operating continuously in ambient temperature of 0 -40° C and relative humidity of 15-90%

5.2 The unit shall be capable of being stored continuously in ambient temperature of 20 -60° C

5.3 Shall meet IEC- 60601-1-2 : 2001 General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/ECC; EMC- directive.

5.4 The supplier shall provide environment friendly furniture and wall fittings for the entire system. Cabling has to be provided by the supplier

6. Power Supply

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

6.2 Voltage corrector / stabilizer of appropriate ratings meeting SIS Specifications.(Input 160-260 V and output 220-240 V and 50Hz)

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

7. Standard Safety And Training

7.1 Should be FDA, CE, UL or BIS approved product

7.2 Shall meet the safety requirements as per IEC 60601-2-27: 1994- Medical electrical equipment – Part 2: Particular requirements for the safety of electrocardiographic monitoring equipment.

7.3 Manufacturer/ Supplier should have ISO certification for quality standards.

7.4 Should have local service facility the service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.

7.5 Back to back warranty to be taken by the supplier from the principal to supply spares for a Minimum period 10 years.

7.6 Comprehensive warranty for 5 years and provision of CMC for next 5 years.

8. Documentation

8.1 User Manual in English

8.2 Service manual in English

8.3 Must submit user list and performance report within last 5 years from major hospitals at least 500 beds or from any government institutions or medical college.)

8.4 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the Page /para number of original catalogue / data sheet. Any point, if not substantiated with Authenticated catalogue/manual, will not be considered.

8.5 List of Equipment available for providing calibration and routine Preventive Maintenance Support. As per manufacturer documentation in service/ technical manual.

8.6 List of important spare parts and accessories with their part number and costing and to be blocked for 5 years.

8.7 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

Item Sl. No. 16

Syringe Pump

1 Description of Function	
1.1	The Syringe Infusion Pump provides uniform flow of fluid by precisely driving the plunger of a syringe down its barrel. It provides accurate and continuous flow rate for precise delivery of I.V. medication in critical medical care.
2 Operational Requirements	
2.1	The syringe pump should be programmable, user friendly, safe to use and should have battery backup and comprehensive alarm system. This should be able to integrate in the HIS
2.2	Demonstration of the equipment is essential.
3 Technical Specifications	
3.1	Syringe should be side loading.
3.2	Flow rate programmable from 0.1 to 1000 ml/hr or more in steps of 0.1 ml/hr with user selectable flow set rate option. SAVE last infusion rate even when the AC power is switched OFF.
3.3	Bolus rate should be programmable to 40 – 500 ml/hr or more with infused volume display. Reminder audio after every 0.5 ml delivered bolus. SAVE last Bolus rate even when the AC power is switched OFF.
3.4	Display of Drug Name with a provision of memorizing 10~15 names by the operator
3.5	Keep Vein Open (KVO) must be available 1.0 ml/hr or set rate if lower than 1.0 ml. User should have choice to disable KVO whenever desired.
3.6	Selectable Occlusion pressure trigger levels selectable from 300/500/900 mmHg
3.7	Must Work on commonly available ISI/CE/FDA APPROVED/CERTIFIED 20, 50/60 ml Syringes with accuracy of minimum of +/-2% or better.

3.8	Automatic detection of syringe size & proper fixing. Must provide alarm for wrong loading of syringe such as flanges out of slot; disengaged plunger, unsecured barrel etc.
3.9	Anti-bolus system to reduce pressure on sudden release of occlusion
3.10	Should have comprehensive alarm package including: Occlusion limit exceed alarm ,Near end of infusion pre-alarm & alarm, Volume limit pre-alarm & alarm, KVO rate flow, Low battery pre-alarm and alarm, AC power failure, Drive disengaged and preventive maintenance.
3.11	Rechargeable Battery having at least 5~6 hour backup for about 5ml/hr flow rate with 50ml syringes. Larger battery life and indication of residual life will be preferred.

4 System Configuration Accessories, spares and consumables

4.1	Syringe Infusion Pump -01
4.2	Mounting device/ Docking Station for two or four pumps as per requirement so as to enable to power up to 2-4 pumps with one power cord when mounted on IV pole. -01

5 Environmental factors

5.1	Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.
5.2	The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90%
5.3	The unit shall be capable of being stored continuously in ambient temperature of 0 -500 C and relative humidity of 15-90%

6 Power Supply

6.1	Power input to be 220-240VAC, 50Hz

7 Standards, Safety and Training

7.1	Should be FDA or CE approved product
7.2	Electrical safety conforms to standards for electrical safety IEC-60601-1 General Requirements
7.3	Manufacturer should be ISO certified for quality standards.
7.4	Certified for meting IEC60601-2-24:Particular requirements for the safety of infusion pumps and controllers
7.5	Should meet IEC 529 Level 3 (IP3X)(spraying water) for enclosure protection , water ingress.
7.6	Electrical Safety Classification Class I/II, Type CF and Internally powered equipment.
7.7	Certified for meeting IEC 60601-1-4 Medical electrical equipment - Part 1-4: General requirements for safety - Collateral Standard: Programmable electrical medical systems

7.8	Comprehensive warranty for 5 years and provision of CMC for next 5 years.
7.9	Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.

8 Documentation

8.1	Certificate of calibration and inspection from factory.
8.2	List of Equipment available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
8.3	User Manual in English
8.4	Service manual in English
8.5	Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
8.6	List of important spare parts and accessories with their part number and costing.
8.7	User list to be provided with performance certificate.
8.8	Performance report in the last 5 years from major hospitals should be enclosed.

Item Sl. No. 17

Neonatal Ventilator

- Microprocessor based time cycled, ventilator for pediatric to adults. Should be able to record and analyze various parameters. Breath to breath pulmonary functions, loops to be stored in the memory with feasibility of trend analysis on a touch screen.
- Can be compatible with external compressor for ICU
- Should be able to provide following ventilator modes:
  Controlled/assisted controlled mechanical ventilation - volume targeted (CMV/ACMV)

  Controlled/assisted controlled mechanical ventilation – pressured targeted PCMV/PACMV), synchronized intermittent mechanical ventilation (SIMV), spontaneous ventilation – pressure support CPAP spontaneous ventilation – pressure support, minimum tidal volume (PS_Vtmin), mandatory rate ventilation (MRV), airway pressure release entlation (APRV), PRVC, non-invasive ventilation, combination modes, inverse ratio ventilation.

- Should have facility for following settings:
  - Tidal volume : 20 to 2000ml
  - Flow pattern sinusoidal : Square, decelerating
  - Breath rate : 5 to 80 cycles/min
  - Inspiratory plateau : 0 to 60 % inspiratory time
  - SIMV rate : 1 to 40 cycles/min

- PEEP : 0 to 40 cm H_2O
- Pressure support/inspiratory pressure : 0 to 35 / 0 to 60 cm H_2O
- Pressure support slope : 50 to 150 cm H_2O
- FIO_2 : 21 to 100%
- Inspiratory trigger sensitivity : flow (0.1 to 50/min) and pressure to 5cm H_2O
- Expiratory trigger threshold : 0 to 30 1/min to max 0.5 to 3 sec
- Sign/sign frequency : 1 to 2x Vt: 1 to 10 cycles / 1-200 cycles

Manual cycle, inspiratory pause, expiratory pause, prolonged expiration.

- Should have screens for setting and measuring patients parameters with at least 10" or more touch screen.
- Should be able to monitor and measure following parameters:
  Tide volume, paletan pressure, mean airway pressure, peak airway pressure, intrinsic PEEP.

  Should have alarms for ball measured and motorized parameters.

  Should have also facilities for mobilization, back up ventilation and automatic calibration.

- Machine should have following alarms:
  MV high/low, apnea, tube obstruction, hose kinded, O_2 supply down, FIO_2 high/low, high PIP, low PEEP/CPAP, fail to cycle, gas supply low, power failure.
  The ventilator should have automatic compensation for leakage and should display the leak percentage.
  Machine should have necessary certificates as IEC/CE/FDA or equivalent.

Optional

- Medical air compressor should be supplied along:
  - Stand-alone medical air compressor
  - Snap fit with the ventilator module to provide an oil free medical air replacement of internal filters should be performed without removing the compressor.

Item Sl. No. 18

5 part fully automated Haematology Analyser

1. Fully automated Haematology Analyser reporting Blood Cell counts, 5 part differential & reticulocyte counting. 26 parameters WBC, NE#, NE%, LY#, LY%, MO#, MO%, EO#, EO%, BA#, BA%, RBC, HGB, HCT, MCV, MCH, MCHC, RDW, PLT, MPV, PCT, PDW, Retic#, Retic%, IRF & MRV.
2. System must be based on principal of flow cytometric method using semiconductor laser.
3. True 5 part differential analysis by 3 dimensional measurement of volume, conductivity and scatter.
4. Linearity

   WBC 0.0 To 99.9 * 1000 Cells/ul

RBC 0.0 To 7.00 * 1000000 Cells/ul
HGB 0.0 To 25 g/dL
MCV 50 To 150 fL
PLT 0.0 To 999000 Cells/Ul

5. Must be capable of performing at least 75 samples/ hour in primary mode.
6. System should be equipped with inbuilt Autoloader having minimum of 25 samples at one go with 5 samples mixing simultaneously.
7. System should allow whole blood closed vial, whole blood open vial& predilution mode sampling.
8. Sample volume should be 100 to 200 ul.
9. Capability of data storage of at least 4000 sets of results and graphics.
10. Quality assurance system having 20 control files with 100 runs each.
11. The equipment should preferably have :
    i. Definitive flags for abnormal cell types and patterns.
    ii. Laboratory defined Quantitative abnormalities and high/low ranges flags.
12. Must have separate Data manager with dedicated software and also with external printer.
13. Results should be available in CBC mode, CBC + DIFF mode and RETICS mode for economical usage of the instrument.
14. Instrument should have extended platelet counting.
15. There must be facility for sample bar-coding.
16. Should count each sample in triplicate.
17. System should have three Histograms and One Scattergram.
18. System should give alarm for waste container full.
19. Warranty for the Instrument should be for two years.
20. CMC charges for 5 years after the warranty period should be quoted.
21. Company should provide compatible on-line Ups with the Instrument.
22. Company should provide free reagents for 10000 (CBC + DIFF) samples and 3 vials each for 3 levels controls and one calibrator free of cost with the Instrument.

Item Sl. No. 19

C-Arm with Image Intensifier

Mobile image intensifier C-Arm suitable for performing fluoroscopy with minimum dose and radiography for wide range of application in Urology procedures with following specification and features:

S.No.	Specifications
A	C-ARM
	C-Arm should be fully counterbalanced and should afford easy maneuverability fulfilling the utilization in the operating theatre environment with following geometrical specifications:
A.1	Motorized vertical movement: At least 45 cms
A.2	Orbital movement 130 degrees or more
A.3	Panning motion At least+/- 10 degrees

A.4	Rotation At least+/-180 degree with safety lock mechanism
A.5	Horizontal movement At least 20 cms
A.6	Source to Image Distance Min .97.5 cms
A.7	Depth of C-Arm 61 cm or more
A.8	C-Arc opening 780 mm
B	**IMAGE INTENSIFIER/TV SYSTEM**
B.1	Image intensifier should be minimum 12 inch with triple mode 1.1 and C.C.D camera for maximum photon energy transfer to picture pick up device for better image perception.
B.2	Please mention any other special feature offered by you in terms of image quality and dose.
B.3	The pickup device should be latest solid state device to give more area of interest on the screen.
B.4	The system should have automatic dose rate control with simultaneous mA/kV control
B.5	The C-Arm being used as a surgical fluoroscopy tool for acquiring optimum image quality with minimum X-ray dose, the range of operation should be as under:
	Continuous Fluoroscopy not more than 3.0 mA
	Digital Pulsed Fluoroscopy for extended procedures and low dose.
	High Boost/Snap shot fluoroscopy
	Digital Radiography for improved image quality for obese patients. The mA should be 7.2 mA or more
	Cassette Radiography For exposure on film
	Radiographic mA Range 20 ma / 80 mAs or more
B.6	The TV system should be fully integrated with dual high resolution monitors of 17 inch flicker free TFT/LCD monitor for operation in the OT and the same shall be mounted on a trolley. The monitor should be touch screen type.
B.7	The system should have built in dual image storage with higher matrix. Please mention the matrix size. Minimum matrix size should be at least 1k x 1k at 50Hz power supply with 12 bit pipe line processor.
B.8	The system should be **upgradable to** Digital Fluoroscopy with frame rate of 25 frames/ sec and the system should quote with a hard disk storage capacity of 10000 images or more.
B.9	Remote controlled Iris diaphragm should be quoted. The system should have facility for edge enhancement.
B.10	Camera Rotation for correct orientation of image in monitor should be possible, with control from both monitor and C-Arm console.
B.11	The system should have software for patient database management.
B.12	Please mention the minimum working height of the C-Arm
C	**X-RAY GENERATOR & TUBE**
C.1	The generator should be high frequency or DC convertor type with 3 kW or more.
C.2	It should produce constant potential with provision for fast dose regulation with reduced skin dose.
C.3	System should be quoted with dual focus fixed X-ray tube with high thermal capacity.

D	Suitable Examination Table with adjustable height and floating table top.
E	Facility for still image/fluoroscopy recording on hard disc with CD/DVD writer facility.
F	**ESSENTIAL ACCESSORIES**
F.1	Suitable voltage stabilizer.
F.2	UPS for complete system for 30 minutes.
F.3	Sterile cover sets for I.I. and C-Arm-50 nos
F.4	B/W thermal printer
F.5	Lead apron (2 piece)/ lead screen, lead goggles and thyroid shield - 4 nos.
F.6	The system should meet AERB guidelines.

Item Sl. No. 20

Multiparameter Monitor (Complete Monitoring System)

1 Description of Function	
1.1	It should provide complete monitoring solution to meet the requirement of wide spectrum monitoring needs of critically ill patient
2 Operational Requirements	
2.1	It should comprise of monitors at the bedside.
2.2	Capability of storage of patient data and printing of patient reports.
2.3	Demostration of the equipment is a must.
3 Technical Specifications	
3.1	Minimum 15 inches multicoloured TFT display screen.
3.2	Separate CPU/Module rack.
3.3	Digital and waveforms/traces display for all parameters Specifications should include-monitoring of heart rate & respiratory rate in addition to above to make it a complete monitor.
3.4	Combination of single, dual and multiparameter modules.
3.5	Parameter modules freely exchangeable between all the monitors.
3.6	Multichannel (upto 12 leads) ST segment anlysis.
3.7	Should have Facility to monitor and display - ECG, Respiration, NIBP, SpO2, CO2 with capnography, Temp, Cardiac output NMT, BIS/Entropy, EEG & IBP(2 channels).
3.8	Automatic arrhythmia detection & alarm for standard and lethal arrhythmia.

3.9	EtCO2 -Side stream. Display both inspired and expired values, showing capnography.
3.10	NMT Module/monitor: For measurement and display of TOF count, TOF %, ST, DBS, Tetanic and Trend for continuous usage. Automatic measurement facility in selected time interval. Automatic selection of supramaximal current. Include standard accessories
3.11	EEG Module with all accessories.
3.12	Should provide hemodynamic , **oxygenation, Ventilation calculation package.**
3.13	**Should have drug calculation package.**
3.14	Trend of at least 48 hours.
3.15	200 nos. event recall/snapshot facility both manually and automatically triggered by alarm battery backup of 3 hours, when fully charged
3.16	Include Laser Printer and dual channel strip chart recorder.

4 System Configuration Accessories, spares and consumables

4.1	ECG/Resp :5 Lead ECG Cable with clip- 2 sets per monitor and 10 Lead ECG Cable with clip- 1 set per monitor.
4.2	NIBP:Adult cuff- 2nos. per monitor and two sizes of pediatric cuffs- one per monitor(complete sets)
4.3	SpO2:Adult SpO2 sensor with cable- two nos per monitor and Pediatric SpO2 sensors- one no. per monitor.
4.4	IBP: Include four nos. per monitor of reusable pressure transducer with bracket, holder and 100 nos disposble domes per monitor.
4.5	Temperature: Nasopharyngeal temperature probe- two per monitor and skin temperature probe- one per monitor.
4.6	EtCO2 module with all accessories. In case of side stream EtCO2-10 sets of sampling tubes for each module to be included.
4.7	Cardiac Output: Should be by thermo dilution method with all accessories
4.8	EEG Modules- with all accessories. Should display at least two channels.
4.9	BIS/Entropy Module: Adult Sensors-200 numbers. Spectral analysis modules by compressed spectral array.
4.10	Necessary cabling for networking the monitors on turnkey basis.
4.11	Necessary mounting solution/ mounting on any pendant for monitors

5 Environmental factors

5.1	The unit shall be capable of operating continuously in ambient temperature of 0 -40deg C and relative humidity of 15-90%
5.2	The unit shall be capable of being stored continuously in ambient temperature of -20 -60 deg C and relative humidity of 15-90%

5.3	Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/EEC; EMC-directive.
5.4	The supplier shall provide environment friendly furniture and wall fittings for the entire system. Cabling has to be provided by the supplier.

6 Power Supply

6.1	Power input to be 220-240VAC, 50Hz fitted with Indian plug
6.2	Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications. (Input 160-260 V and output 220-240 V and 50 Hz)
6.3	Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.

7 Standards, Safety and Training

7.1	Should be US FDA , CE,UL or UL approved product
7.2	Shall meet the safety requirements as per IEC 60601-2-27:1994—Medical electrical equipment—Part 2: Particular requirements for the safety of electrocardiographic monitoring equipment.
7.3	Manufacturer/Supplier should have ISO certification for quality standards.
7.4	Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance (minimum 4 times in a year) or as per guidelines provided in the service/maintenance manual.
7.5	Back to back warranty to be taken by the supplier from the principal to supply spares for a minimum period 10 years.
7.6	Comprehensive warranty for 5 years and provision of CMC for next 5 years.

8 Documentation

8.1	User Manual in English
8.2	Service manual in English
8.3	Must submit user list and performance report within last 5 years from major hospitals.(at least 500 beded)
8.4	Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.
8.5	List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual.
8.6	List of important spare parts and accessories with their part number and costing to be blocked for 5 years.

8.7	Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

   a) Two years/ five years as applicable Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts, helium wherever applicable) and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
   b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
   c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

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

3. Training:

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

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

   a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
   b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
   c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
   d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
   e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
   f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

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

Turnkey:

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

Note 1: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which 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 Centres across the country on every preventive maintenance call.

SECTION – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

01 Name of the manufacturer
- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

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

05 Total annual turn-over (value in Rupees)

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

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

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

Signature and seal of the Tenderer

SECTION – IX

Qualification Criteria

01. The tenderer must be a manufacturer. In case the manufacturer does not quote they shall give reasons for not quoting directly. They may authorise their agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.

2. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, at least 50% of the quoted quantity (If the quantity required is only one then in that case the manufacturer should have supplied and installed at least one quantity as asked for) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.

2. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least 25% of the quoted quantity (If the quantity required is only one then in that case the manufacturer should have supplied and installed at least one quantity) of the similar equipment of any manufacturer meeting major parameters of technical specification which is functioning satisfactorily.

1. The tenderer shall give an affidavit as under:

   "We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money."

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

   The manufacturer (Tenderer) / Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.

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

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

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

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

**** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

SECTION – X

TENDER FORM

Date_____

To

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

Ref. Your TE document No. _____dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver_____ *(Description of goods and services)* in conformity with your above referred document for the sum of _____ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

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

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

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

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

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

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

(Signature with date)

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

SECTION – XI PRICE SCHEDULE

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

1	2	3	4	5							6
				Price per unit (Rs.)							
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)

Total Tender price in Rupees: _____

In words: _____

Note: -

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

Name_____

Business Address_____

Place: _____ **Signature of Tenderer**_____

Date: _____ **Seal of the Tenderer**_____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5					6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)					Total price on CIP Named Port of Destination + Insurance (local transportation and storage) 4X 5 (e)
				FOB price at port/ airport of Lading (a)	Freight & Insurance (port of loading to port of entry) and other Incidental costs (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site** (c)	Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery** (d)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (e) = a+b+c+d	

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

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
4. Custom duty @ 10.76% and 2% C& F charges will be added to the CIP price to arrive at the DDP price for evaluation purpose.

Indian Agent:
Indian Agency Commission - ___% of FOB
Signature of Tenderer_____

Name_____
Business Address_____
Signature of Tenderer_____
Seal of the Tenderer_____

Place: _____
Date: _____

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

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)]**
			1st	**2nd**	**3rd**	**4th**	**5th**	
			a	**b**	**c**	**d**	**e**	

*** After completion of Warranty period**

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name_____

Business Address_____

Place: _____ **Signature of Tenderer**_____

Date: _____ **Seal of the Tenderer**_____

D) PRICE SCHEDULE FOR TURNKEY

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE CODE	Turnkey price

Note: -

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

Name_____

Business Address_____

Place: _____ **Signature of Tenderer**_____

Date: _____ **Seal of the Tenderer**_____

SECTION – XII

QUESTIONNAIRE

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

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

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

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

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Tenderer") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "tender") against the purchaser's tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____ 20___. The conditions of this obligation are:

1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

   fails or refuses to furnish the performance security for the due performance of the contract or
   fails or refuses to accept/execute the contract or
   if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

SECTION – XIV

MANUFACTURER'S AUTHORISATION FORM

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

Dear Sir,

Ref: Your TE document No _____ dated _____

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

We also state that we are not participating directly in this tender for the following reason(s):
_____*(please provide reason here).*

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.
We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

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

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs_____
[*Name & address of the manufacturers*]

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

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

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

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

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

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

SECTION – XVI

CONTRACT FORM - A

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

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

Contract No_____ dated_____

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

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

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

   Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
   (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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

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

6. Warranty clause
7. Payment terms
8. Paying authority

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

Received and accepted this contract

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

(Seal of the supplier)
Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No._____ dated_____
Between

(Address of Head of Hospital (AIIMS)
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)]**
			1st	**2nd**	**3rd**	**4th**	**5th**	
			a	**b**	**c**	**d**	**e**	

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

b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from_____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)

c) The cost of 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 (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Turnkey (if any).

d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

f) All software updates should be provided free of cost during CMC.

g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of 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 (AIIMS) authorised official)

_____

(Signature, name and address of Hospital (AIIMS) authorised official)
For and on behalf of_____

Received and accepted this contract

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

(Seal of the supplier)
Date: _____
Place: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

1) Contract No. & date :_____

2) Supplier's Name :_____

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

4) Name of the item supplied :_____

5) Quantity Supplied :_____

6) Date of Receipt by the Consignee :_____

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

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

9) Seal of the Consignee :_____

SECTION – XVIII

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/Transporters:_____

(g) Name of the Consignee:_____

(h) Date of commissioning and proving test:_____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

c) 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:

i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

ii) 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).

iii) Training of personnel has been done by the supplier as specified in the contract.

iv) 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, extent of delay should always be mentioned in clear terms.

SECTION – XIX

ANNEXURES

Annexure 1

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

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

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

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

(b) SHIPMENT FORM PORTS OF U.K. INCLUDING NORTHERN

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

(c) ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

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

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

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

instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

(d) SHIPMENT FROM POLAND & CZECHOSLOVAKIA

(i) IMPORTS FROM POLAND

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

(ii) IMPORTS FROM CZECHOSLOVAKIA

Goods under this contract would be signed by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement Co-operation in shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.
Shipping arrangement should be made by the Sellers in consultation with Resident Representative of the Indian Shipping Lines in Gdynia, Co., Morska Agencja W. Gdyniul, Pulaskiego 8, P.O. Box 246, Gdynia (Poland) – Telex : MG PL. 054301, Tel.: 207621, to whom details regarding contract number, nature of cargo , quantity, port of lading, discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, (Chartering Wing), New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

(e) SHIPMENT FROM U.S.S.R

Shipment under this contract should be made in accordance with the agreement between the Government of the Republic of India and the Government of U.S.S.R on Merchant Shipping 1976, as amended up-to-date, by vessels of Indo-Soviet shipping Service.

(f) SHIPMENT FROM JAPAN

The shipment of goods should be made of India vessels to the maximum extent possible subject to the minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo to whom details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

Note: The copies of such contracts are to be endorsed both to the Attached (commercial) embassy of India in Japan, Tokyo, and the shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi.

(g) SHIPMENT FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPY

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels, the seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Purchaser of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay – 400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 –

61157, 61158, 61159)

(h) SHIPMENT FROM PAKISTAN

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50 %.

Shipment arrangement should be made by the sellers in consultation with M/s Mogul Line Ltd., 16-Bank Street, Fort, Bombay – 400023 (Cable: MOGUL BOMBAY: Telex: 011 – 4049 MOGUL), to whom, details regarding contract number, nature of cargo, quantity, port of lading discharging, name of government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

(i) SHIPMENT FROM U.S ATLANTIC & GULF PORTS

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

(j) SHIPMENT FROM ST. LAWRENCE AN EASTERN CANADIAN PORTS

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

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

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

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

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

2. BILLS OF LADING

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

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

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

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

(ii) F.O.R SHIPMENTS

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

Shipper: The F.O.R suppliers Concerned

Consignee: Supplier's Indian Agent on order

Note:

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

SECTION – XX

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty/CMC as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you submitted Quality Control requirements as per Section VIII of TE document ?			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

SECTION – XXI

CONSIGNEE LIST

Consignee Code	Medical Institutions	Contact Address.	AirPort	Sea Port / Dry Port
GMCA	Government Medical College, Amritsar	The Principal Government Medical Collage Amritsar Circular Road, Amritsar Punjab 143001 Ph: 0183 257 2304	New Delhi	New Delhi (Tughlaqabad)
JNMC	Jawahar Lal Nehru Medical College, Aligarh (Aligarh Muslim University)	The Principal Jawahar Lal Nehru Medical College, Aligarh Muslim University Aligarh -202001 Uttar Pradesh Ph: 0571-2721165 Fax: 0571-2720039	New Delhi	New Delhi (Tughlaqabad)
DRPGMC	Dr. Rajendra Prasad Govt. Medical College, Tanda	The Principal Dr. Rajendra Prasad Govt. Medical College, Kangra at Tanda, Tanda – 176001 Himachal Pradesh Ph: 01892 – 267115, 2678640 Fax: 01892 - 267115	New Delhi	New Delhi (Tughlaqabad)

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