

ADVERTISED TENDER ENQUIRY DOCUMENT

**FOR PURCHASE OF
MEDICAL EQUIPMENT & CONSUMABLES**

**UNDER MCH PROJECT
FOR**

SAARC COUNTRIES

UNDER SAARC DEVELOPMENT FUND

HLL/PCD/SAARC-02/12-13



THROUGH

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

B-14A, Sector-62,

Noida-201 307

Gautam Budh Nagar

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SECTION I
NOTICE INVITING TENDERS (NIT)
Advertised Tender from
HLL Lifecare Limited
(A GOVERNMENT OF INDIA ENTERPRISE)
Procurement & Consultancy Services Division
B-14A, Sector-62, Noida-201 307
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FOR
SAARC COUNTRIES
UNDER SAARC DEVELOPMENT FUND

Tender Enquiry No.: HLL/PCD/SAARC-02/12-13

Dated: 30.03.2013

NOTICE INVITING TENDERS (NIT)

1. Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of SAARC Development Fund invites sealed tenders, from eligible and qualified tenderers for supply of following medical equipments and consumables for Special Newborn Care Unit (SNCU), First Referral Units (FRU) & Primary Health Centres (PHC) in member countries of SAARC.
2. The tender is for supplying kits to Afghanistan, Bangladesh, Nepal, Pakistan, Bhutan, Maldives and Sri Lanka which are meant for SNCU, FRU and PHC in these Countries. Each kit will consist of certain equipment/items and consumables. All Equipment in a Table put together as per the number and quantities as detailed below will make a kit. Similarly, all consumables in a Table put together as per the number and quantities as detailed below will make a kit. Total number of kits will be as given in respective tables.

1.1 Special Newborn Care Unit –

- 1.1.1 **Kit A1** for SNCUs/DGH shall consist of all items covered in Table 1

Total Number of kits 40 Nos., with country wise break-up as follows:

Afghanistan :	10 Nos.
Bangladesh :	10 Nos
Nepal :	10 Nos.
Pakistan :	10 Nos.

Table 1: KIT A1

Sl. #	Equipment Name	Quantity per Kit (Nos)
1	Open care system: radiant warmer, fixed height, with trolley, drawers, O2-bottles	12
2	Phototherapy unit, single head, high intensity	6
3	Resuscitator, hand operated, neonate, 250 ml	2
4	Resuscitator, hand operated, neonate, 500 ml	4
5	Laryngoscope set, neonate	6
6	Pump, suction, portable, 220V, w/access	2
7	Pump, suction, foot operated	2
8	Monitor, vital sign, NIBP, HR, SpO2, ECG, RR, Temp	1
9	Infantometer, plexi, 3½ft/105cm	1
10	Oxygen hood, S and M, set of 3 each, including connecting tubes	6
11	oxygen concentrator	4
12	Thermometer, clinical, digital, 32-43°C	12
13	Scale,baby,electronic,10 Kg <5g>	4
14	Pulse oximeter, bedside, neonatal	6
15	Stethoscope,binaural, neonate	12
16	Sphygmomanometer, neonate, electronic	6
17	Light, examination, mobile, 220-12V	6
18	Transport Incubator, basic, with battery and O2, without ventilator	1
19	Tape, measure, vinyl-coated, 1.5m	2

1.1.2 **Kit A2** for SNCUs/DGH shall consist of all items covered in Table 2

Total Number of kits 52 Nos., with country wise break-up as follows:

Afghanistan : 10 Nos.
Bangladesh : 10 Nos.
Nepal : 10 Nos.
Pakistan : 10 Nos.
Bhutan : 02 Nos.
Sri Lanka : 10 Nos.

Table 2 : KIT A2 :

Sl. No	Renewable Consumables for SNCUs indicating components.	Quantity per Kit (Nos.)
1	Lancet, safety, sterile, single-use/PAC-200(1.8mm)	6
2	Capillary tubes, box 1000	6
3	Sealing compound, capillary tubes, pack 500g	3
4	Mask, surgical, disposable, box 100	600
5	Cord clamp, disposable, set of 10	750
6	Extractor, mucus, 20ml, ster, disp Dee Lee	250
7	Tube, suction, CH10, L50cm, ster, disp	450
8	Tube, suction, CH12, L50cm, ster, disp	450
9	Tube, suction, CH05, L40cm, ster, disp	1500
10	Tube, suction, CH06, L40cm, ster, disp	1500
11	Tube, suction, CH07, L40cm, ster, disp	1500
12	Syringe, dispos, 1ml, ster/BOX-100	1500
13	Syringe, dispos, 2ml, ster/BOX-100	900
14	Syringe, dispos, 5ml, ster/BOX-100	900
15	Syringe, dispos, 10ml, ster/BOX-100	1500
16	Syringe, dispos, 20ml, ster/BOX-80	1500
17	Needle, disp, 22G, ster/Box-100	900
18	Needle, disp, 24G, ster/Box-100	1200
19	Needle, disp, 26G, ster/Box-100	1200
20	Needle, scalp vein, 21G, ster, disp	900
21	Needle, scalp vein, 25G, ster, disp	900
22	Gloves, exam, latex, medium, disp/Box-100	4500
23	Gloves, surg, 7, ster, disp, pair	150
24	Infusion set, pediatric, with chamber 150ml, ster, disp, with 22G needle 26 cotton wool, 500g, roll, non-ster	1200
25	Compress, gauze, 10x 10cm, n/ster/PAC-00	165
26	Compress, gauze, 10x 10cm, ster/PAC-5	165
27	Endotracheal tubes (2.5, 3.0, 3.5 and 4.0 mm)	50 each
28	Connector, 3-way, stop clock valve, ster, disp	75
29	Disinfectant, chlorhexidine, 20%	6
30	Disinfectant, bleach percentage	60
31	Disinfectant, handsoap	90
32	Antiseptic, betadine	6
33	Tape, adhesive, Z.O, 2.5cm x 5m	90
34	Scalpelblade, ster, disp, no.22 box of 100	90
35	Umbilical Venous catheter No 5,6	300
36	Disinfectant Bacilloid	90

1.1.2 One kit A1 will consist of all 19 equipment/items in the quantities mentioned against each item in Table 1. One kit A2 will consist of all 36 consumables in the quantities mentioned in table 2. **Each kit will be packed separately. Bidders are requested to quote for complete requirement of kit A1 and/or for kit A2 for SNCU/DGH for each member state as per the list of requirement.**

However if a bidder does not submit a bid for the total requirement covered in a specific kit, bid for such a kit will be rejected.

1.2. First Referral Unit (FRU) –

1.2.1 **KIT B1** for FRU shall consist of all items covered in Table 3

Total Number of kits 160 Nos., with country wise break-up as follows:

Afghanistan : 30 Nos.

Bangladesh : 70 Nos.

Nepal : 30 Nos.

Pakistan : 30 Nos.

Table 3: Kit B1:

Sl. No.	Equipment Name	Quantity per Kit (Nos)
1	Open care system: radiant warmer, fixed height, with trolley, drawers, O2-bottles	4
2	Resuscitator, hand operated, neonate, 500 ml	2
3	Laryngoscope set, neonate	2
4	Pump, suction, foot operated	1
5	Thermometer, clinical, digital, 32-43°C	4
6	scale, baby, electronic, 10 Kg<5g>	1
7	Light, examination, mobile, 220-12V	1

1.2.2 **KIT B2** for FRU shall consist of all items covered in Table 4

Total Number of kits 242 Nos., with country wise break-up as follows:

Afghanistan : 30 Nos.

Bangladesh : 70 Nos.

Nepal : 30 Nos.

Pakistan : 30 Nos.

Bhutan : 26 Nos.

Maldives : 26 Nos.

Sri Lanka : 30 Nos.

Table 4: Kit B2

Sl. No	Renewable Consumables for FRUs indicating components.	Quantity per Kit (Nos)
1	I/V Cannula 24G, 26 G	1800
2	Extractor, mucus, 20ml, ster, disp Dee Lee	250
3	Tube, feeding, CH07, L40cm, ster, disp	750
4	Oxygen Cylinders 8 F	2
5	Sterile Gloves	15
6	Tube, suction, CH10, L50cm, ster, disp	750
7	cotton wool, 500g, roll, non-ster	5
8	Disinfectant, chlorhexidine, 20%	9

1.2.3 One kit B1 will consist of all 7 equipment/items in the quantities mentioned against each item in Table 3. One kit B2 will consist of all 8 consumables in the quantities mentioned in table 4. **Each kit will be packed separately. Bidders are requested to quote for complete requirement of kit B1 and/or for kit B2 for FRU for each member state as per the list of requirement. However if a bidder does not submit a bid for the total requirement covered in a specific kit, bid for such a kit will be rejected.**

1.3. Primary Health Centres (PHCs) –

1.3.1 **KIT C1** for PHC shall consist of all items covered in Table 5

Total Number of kits 860 Nos., with country wise break-up as follows:

Afghanistan :	120 Nos.
Bangladesh :	500 Nos
Nepal :	120 Nos.
Pakistan :	120 Nos.

Table 5: Kit C1:

SL. No	Equipment Name	Quantity per Kit (Nos)
1	Open care system: radiant warmer, fixed height, with trolley, drawers, O2-bottles	1
2	Resuscitator, hand operated, neonate, 500 ml	1
3	Pump, suction, foot operated	1
4	Thermometer, clinical, digital, 32-43°C	1
5	Light, examination, mobile, 220-12V	1
6	Weighing scale, spring	1

1.3.2 **KIT C2** for PHC shall consist of all items covered in Table 6

Total Number of kits 1180 Nos., with country wise break-up as follows:

Afghanistan :	120 Nos.
Bangladesh :	500 Nos.
Nepal :	120 Nos.
Pakistan :	120 Nos.
Bhutan :	70 Nos.
Maldives :	130 Nos.
Sri Lanka :	120 Nos.

Table 6: Kit C2:

Sl. No.	Renewable Consumables for PHCs indicating components	Quantity Per Kit (Nos)
1	I/V Cannula 12G, 26 G	1800
2	Extractor, mucus, 20ml, ster, disp Dee Lee	125
3	Tube, feeding, CH07, L40cm, ster, disp	100
4	Oxygen Cylinders 8 F	1
5	Sterile Gloves	5

1.3.3 One kit C1 will consist of all 6 equipment/items in the quantities mentioned against each item in Table 5. One kit C2 will consist of all 5 consumables in the quantities mentioned in table 6. **Each kit will be packed separately. Bidders are requested to quote for complete requirement of kit C1 and/or for kit C2 for PHC for each member state as per the list of requirement. However if a bidder does not submit a bid for the total requirement covered in a specific kit, bid for such a kit will be rejected.**

2. Tender No.: HLL/PCD/SAARC-02/12-13

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	30.03.2013 to 05.06.2013, 16:00 hrs
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14A, Sector-62, Noida -201 307, Gautam Budh Nagar, Uttar Pradesh, INDIA.
iii.	Cost of the Tender Enquiry Document	Rs. 5000/- or US\$ 100/-
iv	Pre Tender Meeting Date & Time	18.04.2013 at 11:00 AM
v	Pre Tender Meeting Venue	Same as 2 (ii)
vi.	Closing date & time for receipt of Tender	06.06.2013, 2.30 PM
vii.	Time and date of opening of Techno – Commercial tenders	06.06.2013, 3.00 PM
viii	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 5000/- (Rupees Five Thousand only) or US \$ 100 (US Dollar Hundred only) 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, for which extra expenditure per set will be Rs 100/- for domestic post and US\$ 100/- 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 official web sites www.lifecarehll.com, www.sdfsec.org and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.**
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above.
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, Sector -62, Noida -201 307, Gautam Budh Nagar, Uttar Pradesh, INDIA** 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. No request for accepting of such tenders will be accepted.**

8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.
10. The purchaser reserves the right to accept or reject either in part or in full any of the tenders without assigning any reason.

N.B.: Other details about SAARC countries, consignees, EMDs and consumables with each kit are indicated in Annexure-I enclosed.

**For and on behalf of SAARC Development Fund
Head & Associate Vice President (P&CD)
HLL Lifecare Limited,
Procurement and Consultancy Division
B-14A, Sector -62, Noida -201307,
Gautam Budh Nagar,
Uttar Pradesh,
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PHONE: 0120-4071500
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ANNEXURE-I TO NOTICE INVITING TENDERS (NIT)

Sch.No.	Name of the SAARC Country	Item/Kit.	Total No. of Kits	Consignee	EMD Amount in US \$	Terms of Delivery
1.1	Afghanistan	Kit-A1 (SNCU/DGH) Equipment	10	Delivery will be at single point	10,000	CIP, Kabul International Airport, 1 Great Massoud Avenue, Kabul, Afghanistan
1.2		Kit-A2 (SNCU/DGH) Consumables	10		3,000	
1.3		Kit-B1(FRU) Equipment	30		4,000	
1.4		Kit-B2 (FRU) Consumables	30		2,000	
1.5		Kit-C1(PHC) Equipment	120		19,500	
1.6		Kit-C2(PHC) Consumables	120		2,400	
2.1	Bangladesh	Kit-A1 (SNCU/DGH) Equipment	10	Delivery will be at single point	10,000	CIP Airport at Dhaka
2.2		Kit-A2 (SNCU/DGH) Consumables	10		3,000	
2.3		Kit-B1(FRU) Equipment	70		9,000	
2.4		Kit-B2 (FRU) Consumables	70		4,700	
2.5		Kit-C1(PHC) Equipment	500		81,250	
2.6		Kit-C2(PHC) Consumables	500		10,000	
3.1	Nepal	Kit-A1 (SNCU/DGH) Equipment	10	Delivery will be at single point	10,000	CIP Tribhuvan International Airport, Kathmandu
3.2		Kit-A2 (SNCU/DGH) Consumables	10		3,000	
3.3		Kit-B1(FRU) Equipment	30		4,000	
3.4		Kit-B2 (FRU) Consumables	30		2,000	
3.5		Kit-C1(PHC) Equipment	120		19,500	
3.6		Kit-C2(PHC) Consumables	120		2,400	

4.1	Pakistan	Kit-A1 (SNCU/DGH) Equipment	10	Delivery will be at single point	10,000	CIP Airport
4.2		Kit-A2 (SNCU/DGH) Consumables	10		3,000	
4.3		Kit-B1(FRU) Equipment	30		4,000	
4.4		Kit-B2 (FRU) Consumables	30		2,000	
4.5		Kit-C1(PHC) Equipment	120		19,500	
4.6		Kit-C2(PHC) Consumables	120		2,400	
5.0	Bhutan	Kit-A2 (SNCU/DGH) Consumables	2	Delivery will be at single point	6,00	CIP Airport Paro
5.1		Kit-B2 (FRU) Consumables	26		1,735	
5.2		Kit-C2(PHC) Consumables	70		1,400	
6.0	Maldives	Kit-B2 (FRU) Consumables	26	Delivery will be at single point	1,735	CIP Airport Male
6.1		Kit-C2(PHC) Consumables	130		2,600	
7.0	Sri Lanka	Kit-A2 (SNCU/DGH) Consumables	10	Delivery will be at single point	3,000	CIP Airport Colombo
7.1		Kit-B2 (FRU) Consumables	30		2,000	
7.2		Kit-C2(PHC) Consumables	120		2,400	

NOTE - The bidders may please note that they have to quote for entire requirement covered in a kit for a country. A bidder not complying with this stipulation, will be rejected. Further :

1) Bidder has the option to quote for any or all countries.

2) Bidder has the option to quote for either kits for equipment, or for kits for consumables, or for both

3) A bidder opting to quote for equipment, must quote for all the equipment kits (A1, B1 and C1) for a specific country. Bidder not complying with this stipulation will be rejected.

4) A bidder opting to quote for consumables, must quote for all the consumable kits (A2, B2 and C2) for a specific country. Bidder not complying with this stipulation will be rejected.

The evaluation shall be done country wise, separately for the total requirement of the equipment (Kits A1 + B1 + C1), and separately for consumables (kits A2,+ B2 +C2).

The coordinators/Nodal officers of concerned Member State will clear the consignments and take delivery of the stores & arrange for installation, commissioning, demonstration etc. in a district hospital. Further the nodal officer will arrange for delivery of equipment to the ultimate consignees. He will also issue consignee receipt certificates to the supplier. The supplier has to do the installation, commissioning, training, demonstration at one single point/any one district Hospital for the equipment supplied to a concerned Member State.

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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SECTION – II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) Deleted
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "L.D." means Liquidated Damages for delay in supplies
- (xii) "N.A." means Not Applicable
- (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) "MFA" means Ministry of Foreign Affairs,
- (xxxi) Deleted
- "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- "RT" means Re-Tender.
- "SDF" SAARC Development Fund
- "MEA" Ministry of External Affairs

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. Deleted

4. Language of Tender

- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by 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/Qualification Criteria as specified in these documents under Section IX and clause 17 hereof.

6. Eligible Goods and Services

- 6.1 All goods and related services to be supplied under the contract shall have their origin in SAARC member states. 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

- 10.1 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 prior to pre-bid meeting.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

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

A) Techno – Commercial Tender (Un priced Tender)

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively.
- ii) Tender Form as per Section X **(without indicating any price).**
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 and as per Qualification Criteria under Section-IX 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.
- 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 wherever applicable.
- 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.

N.B.

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

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

11.3 A tender, who 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 Tenderer in the SAARC Member States, supplying goods and allied services, shall quote the price in US Dollars only.

12.2 Deleted.

12.3 **Tenders, where prices are quoted in any other currency 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 a) The tenderer shall note that they have to quote unit price for all the items mentioned in table 1,2, 3, 4,5,6 for kit A1, A2,B1, B2, C1, C2 respectively.

b) After incorporating unit prices for individual item the total price for individual item is to be calculated considering the quantity.

c) Bidder should apply duties and taxes applicable for individual item.

d) After doing above calculations, bidder to calculate Ex-country of origin price/ for individual kit

While quoting the individual kit price, tenderer also needs to add packaging cost.

After arriving at individual kit price with all the equipment/items and consumables on ex port of dispatch country basis, the export component duty if any, port charges, freight,

insurance including extended insurance of 3 months at consignee site and other charges till destination airport shall be added and tenderer need to arrive at individual best prices on CIP destination country basis for each kit.

Tenders will be evaluated by comparing total landed price for each kit separately, on CIP destination country basis.

Discount/Rebate, offered if, any will be taken in to account.

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

13.4.1 For all goods, the prices in the 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, entry tax etc which will be payable on the finished goods.
- c) Charges towards Packing & Forwarding upto port of despatch, transportation and insurance upto CIP port of destination, will be borne by the supplier. Supplier will also take extended insurance cover for a period up to 3 months beyond the date of delivery at ultimate consignee site.
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) deleted

However, the bidders should enquire and find out if any of the duties and taxes indicated below are exempted or not and quote accordingly. The purchaser will not issue any certificate/document to claim such exemptions. Bids mentioning "Extra if applicable or as applicable at the time of supply will not be considered".

13.4.2 Duty drawback and Export benefit if any may have to be passed on to the purchaser.

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 with applicable rate and amount .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) The supplier should find out beforehand from the appropriate authority if excise duty is levied on the goods/equipment under procurement for exporting to the SAARC Countries and quote accordingly. Stipulations such as 'Excise Duty will be applicable extra at actuals if the claim for excise duty exemption is rejected by the appropriate authority' will be treated as non-responsive bid & will be rejected.
- b) 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 are inclusive of excise duty if any and no claim on account of excise duty will be entertained after the opening of tenders.

- c) 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.
- d) Subject to sub clauses 13.5.2 (a),(b) & (c) 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. However, upward change shall be allowed only if the change is due to central govt. notification of a particular member state. Any change, which is due to change in status/turnover of individual firm shall not be allowed. 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 Export Duty:

The Supplier will pay the Export duty or any such duty and include the same in their quoted price wherever applicable. No deviation in this regard will be entertained.

13.5.5 Customs Duty & other taxes & duties:

The supplier shall not be responsible to pay customs & other taxes & duties as applicable in the SAARC Countries. This will be borne by the concerned SAARC Country & the nodal/co-ordination officer shall clear the goods after paying all clearance charges & customs & other duties if any and make arrangements for shipping the goods to one single point / central/control location. The installation, commissioning and demonstration of kits including equipment has to be done by supplier. Thereafter the nodal officer may arrange for onward delivery of Kits to the ultimate consignees. The nodal/co-ordination officer shall also issue the receipt for all the kits supplied to that country for the release of payments to the supplier.

13.6 Deleted.

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, or exported from India or any other SAARC Country 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 knowing the price components and will not restrict the purchaser's right to award the contract on the selected tenderer on any of the

terms offered. The comparison will be done on net delivered price of kits at CIP destination basis.

14. Agent

- 14.1 If the tenderer has engaged an agent in the country of Export in connection with its tender, the tenderer, shall also furnish the following information:
- a) The complete name and address of the Agents and its permanent income tax account number wherever applicable.
 - b) The details of the services to be rendered by the agent for the subject requirement.
 - c) Details of Service outlets nearest to the consignee(s), to render services during Warranty and AMC period.

15. Firm Price

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

16. 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.

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 the countries of export (i.e. SAARC Countries) it must be duly represented by an agent stationed in that country 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. The details of such outlets with addresses must be furnished.

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

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the **tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.**
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 Deleted
- 19.3 The earnest money shall be denominated in USD or equivalent Indian currency as per Annexure 1 of NIT. 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 as per the format specified under Section XIII in these documents. **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 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.**

In case of bank guarantee furnished from a bank outside India (i.e. foreign bank), it should be authenticated and counter signed by any Nationalised Bank in India by way of back-to-back counter guarantee, and the same must be submitted along with the tender.

If Techno-commercial opening date is extended due to any reason subsequent of publication of tender the 225 days to be counted from revised Techno-commercial bid opening date. Bidder may please note that bid submitted with validity shorter than 225 days are liable for rejection.

- 19.5 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.

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

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain **valid for acceptance for a period of 180 days (One hundred and eighty 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. However, a tenderer, who may not agree to extend their original tender validity, then their EMD will 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 three copies of its tender marking them as "Original", "Duplicate" and "Triplicate". Duplicate & Triplicate tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders.
- 21.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.5 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate", "Triplicate" 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-14A, Sector -62, Noida -201307, Gautam Budh Nagar, Uttar Pradesh, INDIA**. 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 & AVP(P&CD)** or his nominee, **HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, Sector -62, Noida -201307, Gautam Budh Nagar, Uttar Pradesh, INDIA**. 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/summarily rejected. No request for accepting of such tenders will be accepted.**

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. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of **each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. 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 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

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

- (i) Tender form as per Section X (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (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.
- (vii) Goods offered are not meeting the tender enquiry specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per GIT Clauses 5 & 17 and not meeting the Qualification Criteria as per Section-IX.
- (xii) Tenderer has not quoted in accordance with the requirements stipulated under "NOTE" in Annexure1 of NIT

28. Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier 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/courier/E-mail. 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 registered/speed post

/courier/E-mail 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. Deleted

33. Evaluation of Bids

33.1 **The Tender Enquiry Document permits the tenderer to quote the price in US Dollars only. Accordingly, the equitable price comparison and evaluation shall be done in US Dollars only.**

33.2 **The Tender Prices, shall be worked out as per clause 13 of GIT. The evaluation and comparison shall be done country wise, separately for the total requirement of the equipment (Kits A1 + B1 + C1), and separately for consumables (kits A2+ B2 +C2). The lowest evaluated tenderer shall be considered for award of contract, in terms of GIT clause 36 and clause 38.**

The contract shall be awarded in US Dollars. However, in case of Indian bidder, the Purchaser reserves the right to award the contract in Indian Rupees, by converting the quoted US Dollars at the SBI TT Selling Exchange Rate, as prevailing on the date of opening of techno commercial bids. In such case, no foreign exchange variation shall be admissible or payable to Indian supplier, during entire execution of contract.

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 Carriage Insurance Paid (CIP) port of destination specified in Annexure1 of NIT. The price for incidental services etc. shall be added for comparison, as per clause 13 of GIT. The equipment should be demonstrated duly installed & commissioned at the premises of interim consignee free of cost.

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

35.1 Deleted

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

35.3 Deleted.

36. Tenderer's capability to perform the contract

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

36.2 Deleted.

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 "List of Requirements" without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract or within two years from the Date of Notification of Award whichever is later.

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 be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

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

42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/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 12 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: -

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;

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;

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	33
B	8 to 10	TE documents	No Change	33
C	11 to 21	Preparation of Tenders	No Change	33
D	22 to 24	Submission of Tenders	No Change	33
E	25	Tender Opening	No Change	33
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	33
G	38 to 45	Award of Contract	No Change	33

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

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

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)
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SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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 SAARC member states.
- 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.

The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 Within thirty (30) 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 18 months from the date of Notification of Award.

- 5.2 The Performance security shall be denominated in USD or in equivalent Indian rupees for Indian Supplier (the currency of the contract within the prescribed time limit) as detailed below, The exchange rate shall be of the rate as applicable on the date of Notification of Award.
- a) 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 initially for a period of 18 months.
 - b) In case of bank guarantee furnished from a bank outside India (i.e. foreign bank), it should be authenticated and counter signed by any Nationalised Bank in India by way of back-to-back counter guarantee.
- 5.3 Performance security is liable to be forfeited in case of failure in execution of Contractual obligations. The purchaser may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the SDF.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 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.

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 the best type commercial packing strong and durable enough to withstand all hazards by road, rail, Air without limitation, the entire journey during transit and including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall

make separate packages for SNCU, FRU & PHC for each member state 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 **Supplier shall compulsory/essentially have the equipment inspected by recognised/reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in**

support of their claim. The third party inspection agency has to give clear conformity report including recommendation that goods are cleared/ not cleared for dispatch. The supplier has to tie up with third party inspection agency in advance and no delay should happen under the pretext of non-availability of schedule of third party inspection agency within the prescribed delivery schedule.

9. Terms of Delivery

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

10. Transportation of Goods

- 10.1 Deleted
- 10.2 Instructions for transportation of goods & equipment.

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 by sea/air/rail/road upto destination site/warehouse of the consignee.

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:

The terms of Delivery being CIP basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the ultimate Consignee.

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 any reason for which supplier is not responsible, 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 consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

13. Incidental services

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

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly.
- 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 under intimation to the purchaser all the relevant despatch documents well in time to the Consignee and ultimate consignee to enable clearance from the airport quickly without any demurrage charges in terms of the contract. The interim consignee, the nodal officer in concerned SAARC Country shall arrange installation, commissioning and demonstration of the equipment by the supplier in any nearest district hospital and thereafter arrange delivery of the goods/equipments to the ultimate consignee

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

A) For Goods/Equipments against this Bid Document

Within 12hours of despatch, the supplier shall notify the purchaser, interim & ultimate 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) Deleted

In case the above documents are not handed over within the prescribed time limit, and delay resulting into demurrage/warehouse charges, same shall be debited to the supplier.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The **warranty** shall remain valid for ONE year from the date of installation, commissioning & acceptance of the goods/equipments by the consignee terms of the contract, unless specified otherwise in the SCC.
- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Replacement and repair will be under taken for the defective goods.
 - c. 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 72 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 US \$ 200 per day after the expiry of 72 hours from date of complaint)**
- 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 twelve (12) 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 72 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 and visit report should be submitted to the respective consignees with a copy to HLL.
- 15.8 Deleted
- 15.9 The supplier along with its Agent 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 Agent 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.
- 15.11 Warranty for reagents/consumables should cover the shelf life as marked by the manufacturer as per normal commercial conditions/practice. Further, reagents/consumables should not have expired one fifth of the shelf life as on the date of supply s recorded on the airway bill.

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 consignee in SAARC country.
- 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 Equipment

Payment shall be made in US Dollars, or in Indian Rupees in case of Indian Supplier, as specified in the contract in the following manner:

a) On delivery:

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

Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;

Two copies of packing list identifying contents of each package;

Inspection certificate issued by the nominated Inspection agency, if any.

Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 12hours;

Certificate of origin.

b) On Acceptance:

Balance 25 % of CIP contract price, along with 100% of Incidental charges shall be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the ultimate consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Consumables

Payment shall be made in US Dollars, or in Indian Rupees in case of Indian Supplier, as specified in the contract in the following manner:

c) On delivery:

100% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;

Two copies of packing list identifying contents of each package;

Inspection certificate issued by the nominated Inspection agency, if any.

Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 12hours;

Certificate of origin.

C) Deleted:

D) Deleted.

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 Deleted.
- 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 HLL Lifecare Limited, with copy to respective consignees. **However, Purchaser reserves the right to make payments directly, or through SAARC Development Fund (SDF), in which case, supplier shall be informed well in time.**
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

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

22. Delay in the supplier's performance

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

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

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

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

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

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2.00% per month (part of a month to be taken as one month) of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

24. Termination for default

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

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

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

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

25. Termination for insolvency

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

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes by its employees , lockouts 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 for settlement of disputes through SAARC Arbitration Council.
- 30.3 Venue of Jurisdiction: The jurisdiction will be the place from where the contract has been issued or New Delhi, India.

31. Applicable Law

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

32. General/ Miscellaneous Clauses

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Agent on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser/Consignee /the SDF of any material change would impact on performance of its obligations under this Contract.
- 32.4 Each member/constituent of the Supplier/its Agent, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/SDF for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.5 The Supplier/its Agent shall at all times, indemnify and keep indemnified the Purchaser/SDF against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under AMC or the Contract.

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

---- NIL

SECTION – VI
LIST OF REQUIREMENTS

1.1 Special Newborn Care Unit (SNCU):

1.1.1 Kit A1 for SNCUs/DGH shall consist of all items covered in Table 1

Total Number of kits 40 Nos., with country wise break-up as follows :

Afghanistan : 10 Nos.

Bangladesh : 10 Nos

Nepal : 10 Nos.

Pakistan : 10 Nos.

Table 1: KIT A1

Sl. No.	Equipment Name	Quantity per Kit (Nos)
1	Open care system: radiant warmer, fixed height, with trolley, drawers, O2-bottles	12
2	Phototherapy unit, single head, high intensity	6
3	Resuscitator, hand operated, neonate, 250 ml	2
4	Resuscitator, hand operated, neonate, 500 ml	4
5	Laryngoscope set, neonate	6
6	Pump, suction, portable, 220V, w/access	2
7	Pump, suction, foot operated	2
8	Monitor, vital sign, NIBP, HR, SpO2, ECG, RR, Temp	1
9	Infantometer, plexi, 3½ft/105cm	1
10	Oxygen hood, S and M, set of 3 each, including connecting tubes	6
11	oxygen concentrator	4
12	Thermometer, clinical, digital, 32-43°C	12
13	Scale, baby, electronic, 10 Kg <5g>	4
14	Pulse oximeter, bedside, neonatal	6
15	Stethoscope, binaural, neonate	12
16	Sphygmomanometer, neonate, electronic	6
17	Light, examination, mobile, 220-12V	6
18	Transport Incubator, basic, with battery and O2, without ventilator	1
19	Tape, measure, vinyl-coated, 1.5m	2

1.1.2.Kit A2 for SNCUs/DGH shall consist of all items covered in Table 2

Total Number of kits 52 Nos., with country wise break-up as follows :

Afghanistan : 10 Nos.
Bangladesh : 10 Nos
Nepal : 10 Nos.
Pakistan : 10 Nos.
Bhutan : 02 Nos.
Sri Lanka : 10 Nos.

Table 2 : KIT A2 :

Sl. No	Renewable Consumables for SNCUs indicating components.	Quantity per Kit (Nos.)
1	Lancet, safety, sterile, single-use/PAC-200(1.8mm)	6
2	Capillary tubes, box 1000	6
3	Sealing compound, capillary tubes, pack 500g	3
4	Mask, surgical, disposable, box 100	600
5	Cord clamp, disposable, set of 10	750
6	Extractor, mucus, 20ml, ster, disp Dee Lee	250
7	Tube, suction, CH10, L50cm, ster, disp	450
8	Tube, suction, CH12, L50cm, ster, disp	450
9	Tube, suction, CH05, L40cm, ster, disp	1500
10	Tube, suction, CH06, L40cm, ster, disp	1500
11	Tube, suction, CH07, L40cm, ster, disp	1500
12	Syringe, dispos, 1ml, ster/BOX-100	1500
13	Syringe, dispos, 2ml, ster/BOX-100	900
14	Syringe, dispos, 5ml, ster/BOX-100	900
15	Syringe, dispos, 10ml, ster/BOX-100	1500
16	Syringe, dispos, 20ml, ster/BOX-80	1500
17	Needle, disp, 22G, ster/Box-100	900
18	Needle, disp, 24G, ster/Box-100	1200
19	Needle, disp, 26G, ster/Box-100	1200
20	Needle, scalp vein, 21G, ster, disp	900
21	Needle, scalp vein, 25G, ster, disp	900
22	Gloves, exam, latex, medium, disp/Box-100	4500
23	Gloves, surg, 7, ster, disp, pair	150
24	Infusion set, pediatric, with chamber 150ml, ster, disp, with 22G needle 26 cotton wool, 500g, rool, non-ster	1200
25	Compress, gauze, 10x 10cm, n/ster/PAC-00	165
26	Compress, gauze, 10x 10cm, ster/PAC-5	165
27	Endotracheal tubes (2.5, 3.0, 3.5 and 4.0 mm)	50 each

28	Connector, 3-way, stop clock valve, ster, disp	75
29	Disinfectant, chlorhexidine, 20%	6
30	Disinfectant,bleach percentage	60
31	Disinfectant, handsoap	90
32	Antiseptic, betadine	6
33	Tape, adhesive, Z.O, 2.5cm x 5m	90
34	Scalpelblade, ster, disp, no.22 box of 100	90
35	Umbilical Venous catheter No 5,6	300
36	Disinfectant Bacilloid	90

1.1.3 One kit A1 will consist of all 18 equipment/items in the quantities mentioned against each item in Table 1. One kit A2 will consist of all 36 consumables in the quantities mentioned in table 2. **Each kit will be packed separately. Bidders are requested to quote for complete requirement of kit A1 and/or for kit A2 for SNCU/DGH for each member state as per the list of requirement. However if a bidder does not submit a bid for the total requirement covered in a specific kit, bid for such a kit will be rejected.**

1.2. First Referral Unit (FRU) –

1.2.1 **KIT B1** for FRU shall consist of all items covered in Table 3

Total Number of kits 160 Nos., with country wise break-up as follows :

Afghanistan : 30 Nos.

Bangladesh : 70 Nos

Nepal : 30 Nos.

Pakistan : 30 Nos.

Table 3: Kit B1:

Sl. No.	Equipment Name	Quantity per Kit (Nos)
1	Open care system: radiant warmer, fixed height, with trolley, drawers, O2-bottles	4
2	Resuscitator, hand operated, neonate, 500 ml	2
3	Laryngoscope set, neonate	2
4	Pump, suction, foot operated	1
5	Thermometer, clinical, digital, 32-43°C	4
6	scale, baby, electronic, 10 Kg<5g>	1
7	Light, examination, mobile, 220-12V	1

1.2.2 **KIT B2** for FRU shall consist of all items covered in Table 4

Total Number of kits 242 Nos., with country wise break-up as follows:

Afghanistan :	30 Nos.
Bangladesh :	70 Nos
Nepal :	30 Nos.
Pakistan :	30 Nos.
Bhutan :	26 Nos.
Maldives :	26 Nos.
Sri Lanka :	30 Nos.

Table 4: Kit B2

Sl. No	Renewable Consumables for FRUs indicating components.	Quantity per Kit (Nos)
1	I/V Cannula 24G, 26 G	1800
2	Extractor, mucus, 20ml, ster, disp Dee Lee	250
3	Tube, feeding, CH07, L40cm, ster, disp	750
4	Oxygen Cylinders 8 F	2
5	Sterile Gloves	15
6	Tube, suction, CH10, L50cm, ster, disp	750
7	cotton wool, 5oog, roll, non-ster	5
8	Disinfectant, chlorhexidine, 20%	9

1.2.3 One kit B1 will consist of all 7 equipment/items in the quantities mentioned against each item in Table 3. One kit B2 will consist of all 8 consumables in the quantities mentioned in table 4. **Each kit will be packed separately. Bidders are requested to quote for complete requirement of kit B1 and/or for kit B2 for FRU for each member state as per the list of requirement. However if a bidder does not submit a bid for the total requirement covered in a specific kit, bid for such a kit will be rejected.**

1.3. Primary Health Centres (PHCs) –

1.3.1 **KIT C1** for PHC shall consist of all items covered in Table 5

Total Number of kits 860 Nos., with country wise break-up as follows :

Afghanistan :	120 Nos.
Bangladesh :	500 Nos
Nepal :	120 Nos.
Pakistan :	120 Nos.

Table 5: Kit C1:

SL. No	Equipment Name	Quantity per Kit (Nos)
1	Open care system: radiant warmer, fixed height, with trolley, drawers, O2-bottles	1
2	Resuscitator, hand operated, neonate, 500 ml	1
3	Pump, suction, foot operated	1
4	Thermometer, clinical, digital, 32-43°C	1
5	Light, examination, mobile, 220-12V	1
6	Weighing scale, spring	1

1.3.2 **KIT C2** for PHC shall consist of all items covered in Table 6

Total Number of kits 1180 Nos., with country wise break-up as follows:

Afghanistan :	120 Nos.
Bangladesh :	500 Nos
Nepal :	120 Nos.
Pakistan :	120 Nos.
Bhutan :	70 Nos.
Maldives :	130 Nos.
Sri Lanka :	120 Nos.

Table 6: Kit C2:

Sl. No.	Renewable Consumables for PHCs indicating components	Quantity Per Kit (Nos)
1	I/V Cannula 12G, 26 G	1800
2	Extractor, mucus, 20ml, ster, disp Dee Lee	125
3	Tube, feeding, CH07, L40cm, ster, disp	100
4	Oxygen Cylinders 8 F	1
5	Sterile Gloves	5

1.3.3 One kit C1 will consist of all 6 equipment/items in the quantities mentioned against each item in Table 5. One kit C2 will consist of all 5 consumables in the quantities mentioned in table 6. **Each kit will be packed separately. Bidders are requested to quote for complete requirement of kit C1 and/or for kit C2 for PHC for each member state as per the list of requirement. However if a bidder does not submit a bid for the total requirement covered in a specific kit, bid for such a kit will be rejected.**

N.B.: (Project Terms & conditions)

1. The Bidders are required to quote unit price of each item in a kit, foe equipment and consumables
2. Price comparison will be made as indicated in clause Nos. 33, 34 and 35 of GIT.
3. Terms of delivery will be CIP concerned port in SAARC member country as indicated. However, the bidders will be responsible to do the installation, commissioning & training at a single point in each member state.
4. Quotation received for part items in a kit, and not in accordance with the requirements stipulated under “NOTE” in Annexure1 of NIT, will be summarily rejected

5. Each kit shall be packed separately

Part II: Required Delivery Schedule:

a) For all Kits supplied:

90 days from date of Notification of Award/ or 90 days from the date of advice by the purchaser to commence supplies. The date of delivery will be the date of bill of lading/Airwaybill. (Tenderers may quote earliest delivery period).

b) Deleted.

Note: The Purchaser/Consignee reserves the right to defer/ extend the delivery period up to two years from the date of NOA at its discretion. The contract prices shall remain firm and fixed, and subject to no escalation whatsoever, during the deferred/ extended delivery period.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13 within one month of date of receipt of goods/equipments at consignees sites/destination who will immediately inform the supplier to arrange installation, commissioning trial run etc of the equipment.

Part IV:

Deleted.

Part V:

Deleted

Part VI:

Required Terms of Delivery and Destination.

a) For all Kits consisting against the bid document:

CIP port of destination as specified in the List of Requirements

Interim Consignee – Nodal Officer /Co-ordinator of the concerned SAARC country as specified in the List of Requirements

Ultimate Consignee – As specified in the List of Requirements.

b) Deleted

Destination/Consignee details are given in Section XXI

Section – VII(A)

Technical Specifications

1. Servo Control Open care system on trolley with drawers, with radiant warmer, O2-provision

Technical Specifications:

- Mobile newborn **Servo Control** resuscitation table/**Basinet** with fixed- height radiant warmer
- Antistatic castors, 2 with breaks
- Table surface made up of **Polycarbonate (Transparent)** with mattress
- Mattress-padding: foam density approx. 21 - 25 kg /m³
- Mattress cover: removable with zipper, waterproof, washable, resistant to cleaning with chlorine based solution and flame retardant
- Side boards transparent **Polycarbonate**, drop down and lockable
- Under table 2 storage drawers
- Side rails **with platform** allow for mounting of accessories
- Hood suspended above the table integrates heating element and overhead light
- Overhead light: 2 x **at least** 50W halogen spot, with **separate On –Off Switch**
- Integrated support for two 10 L oxygen bottles
- Control unit has flow meter and displays pressure
- **Quartz** Heating element **at least 600 Watt (Power Selectable)** : emitter with parabolic reflector and protected by metal grid Control unit allows air and skin temperature preset (LED indicator) and drives radiant heater output (servo and manual)
- Integrated timer: 1 to 59 min, with count-up and count-down feature
- Temperature range, skin: 34 to 38°C (user pre- settable)
- Monitoring of skin temperature by means of sensor, range: 30 to 42°C
- Heater output: 0 to 100 % in increments of 5 % **with display of Heat output.**
- Control unit: audiovisual alarms according to timer and temperature presets avoiding overheating
- **Digital** Display systems errors, sensor failure
- Power requirement: 220 V / 50 Hz
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted).
- CE/FDA/BIS approved product. (Certificate to be submitted).
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. (Submit the report)

Supplied with:

- 1 x mattress 1 x skin temperature probe (including connection cable)
 - 1 x spare skin temperature probe (including connection cable)
 - 1 x spare heating element
 - 2 x empty 10 L oxygen cylinders
 - 1 x spare set of fuses
 - User manual with trouble shooting guidance, in English
 - Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

2. Phototherapy unit, single head, high intensity

Technical Specifications:

Heavy **base** mobile stand phototherapy unit

Hood should Properly Streamlined with proper Ventilation.

Antistatic castors, 2 with breaks

Single head, surface size, approx: 0.50 x 0.75 m Head height adjustable, approx: 1.40 to 1.75 m

Blue light, 4 Compact Fluorescence Tubes (CFL), approx: 20 W

White light, 2 Compact Fluorescence Tubes (CFL), approx: 20 W **Separate On Off Switch for White and Blue Light**

Tubes are protected by grill (**Chrome plated wide mesh**)

Irradiance at skin level, up to: 40 uW / cm² / nm Wavelength: 420 to 500 nm, with highest intensity at 470 nm

Integrated cumulative hour timer

- Power requirement: 220 V / 50 Hz
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted).
- CE/FDA/BIS approved product. (Certificate to be submitted).
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. (Submit the report)

Supplied with:

- 2 x spare blue CFL tubes
- 1 x spare white CFL tube
- 1 x spare set of fuses
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

3. Resuscitator, hand-operated, neonate, 500ml; 250ml

- Resuscitator for manual ventilation of neonates
- Ventilation can be done with ambient air or with oxygen
- Resuscitator can be totally disassembled, is easy to clean, disinfect and sterilize
- All parts can be autoclaved at 121°C (except O₂ reserve bag)
- Manufactured from durable high-strength synthetic not requiring special maintenance or storage

Resuscitator is supplied as a complete set in a box

Compressible self-refilling ventilation bag, capacity, approx. 500 ml and 250 ml

With non-rebreathing patient valve with pressure limitation (**Pop off Valve**)

Intake valve with nipple for O₂ tubing

O₂ reserve bag complete, capacity approx.: 2000 ml

- Set of 3 cushioned neonate size masks, translucent (Size “00, 0 and 1”)
Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted).
- CE/FDA/BIS approved product. (Certificate to be submitted).
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. (Submit the report)

Supplied with:

- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English

- List of priced accessories
- List of priced spare parts

4. Laryngoscope set, neonate Straight Blade

- Laryngoscope set with neonate blades
- Constituted of large hollow, cylindrical, slightly ribbed handle and a set of depressors in stainless steel
- Handle is made of either chromium-plated or stainless steel and can be opened at an extremity to insert two alkaline batteries (size **AA**, 1.5 Volts). The other end has a stud contact which fits the various sizes and types of depressors.
- 2 x straight depressors, Miller type No. **00, 0, 1** with halogen bulb
- Presented in suitable protective plastic box
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted, CE/FDA/BIS approved product (Certificate to be submitted)).

Supplied with:

- 2 x spare halogen bulbs (1 for each depressor)
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

5. Pump, suction, portable, 220V, w access

Technical Specifications:

- Portable suction pump with 1 litre plastic jar
- Dismantable for easy cleaning, jar autoclavable
- Shock resistance protects from dropping
- Light, easy to carry and keep clean
- Jar with plastic cover, gasket and overflow valve
- With suction regulator, vacuum gauge
- Suction power: **8-10 L/min**
- Vacuum, max: **80 - 200 mmHg with Regulator**
- Power requirement: 220 V / 50 Hz
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted, CE/FDA/BIS approved product)

Supplied with:

- 1x set of **PVC** suction tubing, approx: diam. 10 mm, length 1.5 m
- 1 x spare jar with cover
- 1 x spare set of fuses
- User manual with trouble shooting guidance, in English
 - Technical manual with maintenance and first line technical intervention instructions, in English
 - List of priced accessories
 - List of priced spare parts

6. Pump, suction, foot-operated

Technical Specifications:

- Foot-operated suction pump
- High performance suction pump for pharyngeal and tracheal suction

- Double acting piston pump provides a combination of large airflow and high vacuum
- See-saw movement of pedal generates suction every time one side of the pedal is depressed
- Pump chassis complete with valve diaphragms, manifold pipe, bottom cover, cylinder with draw link and valve diaphragm, piston O-ring, pedal with retaining springs, aspirating tube with angle connector and combination suction tip
- Pump can be totally disassembled, is easy to clean and disinfect
- All parts can be autoclaved at 121°C
- Vacuum, max: **80 – 200 mmHg with Regulator**
- Free airflow at two pumping strokes per second, approx: **8 to 10 L / min**
- All parts made of high-strength, long-life materials, not requiring specific maintenance or storage
- Transparent polycarbonate collection container capacity, approx: 1 L
- Bottom cover: thermoplastic rubber
- Manifold pipe: polypropylene
- Gasket, O-rings and valve diaphragm: silicone rubber
- Piston rings: teflon
- Foot pedal: aluminium
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted, CE/FDA/BIS approved product)

Supplied with:

- 1x set of silicone rubber suction tubing, approx: diam. 10 mm, length 1.5 m
- 1 x angle connector and combination acetal suction tip
- 1 x spare valve diaphragms
- 1 x spare piston O-ring
- 1 x spare retaining springs,
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

7. Monitor, vital sign, NIBP, HR, SpO2, ECG, RR, Temp

- Compact portable, suitable for all patient categories, i.e. neonates and infants
- Parameters monitored: ECG, HR, Respiration rate, SpO2, NIBP and temperature
- Display: colour TFT, approx 7 inch, 4-channel
- Soft touch keys, durable and easy to clean
- Measurements, ranges:
 - o ECG: I, II, III
 - o HR: approx 30 to 250 bpm <3 bpm>
 - o NIBP: approx 20 to 290 mmHg (systolic) <1 mmHg>
 - o SpO2: approx 40 to 100 % <1%>
 - o ECG div. respiration: approx 6 to 180 bpm <1 bpm>
 - o Temperature: approx 10 to 45 degree Celsius < 0.1 degree Celsius>
- NIBP oscillometric step deflation, manual/ automatic, initial inflation pressure user selectable
- Sweep, adjustable: 12.5, 25 or 50 mm/s
- Sensitivity (amplitude) of all signals user adjustable
- ising voltage marker, 1 mV

- User preset of high/low alarms on all monitored parameters
 - Audio visual alarm in case measurements are outside preset range
 - Silencing feature for audio alarms
 - Trend display from 2 to 12hours
 - Display system errors, leads and sensors failure and built-in battery status
 - Unit can be mounted on bed/wall rail or mobile pole/stand
 - Automatic switch from mains to batteries in case of power failure
- Monitor: constructed of durable shock proof plastic
- Power requirements: 220 V / 50 Hz (with adapter) and internal re-chargeable batteries (autonomy for one Hour)
- 2 x reusable SpO2 sensors neonate, clip-on type (including connection cable)
- 2 x reusable SpO2 sensors neonate, wrap around type (including connection cable)
 - 1 x spare rechargeable battery
 - 1 x spare set of fuses

Cuff size 5, 7.5 and 10 (Preterm & Fullterm size)

ECG Cable Leads

NIBP Cups

- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts
- Training and installation at end-user site

8. Infantometer, plexi, 3½ft/105cm

Portable baby/infant length- height measuring system
 Measures laying length of neonates and babies
 No need for calibration as all parts have prefixed position
 Reads in centimeters and inches
 Minimum graduation: 1 mm
 Long-lasting hard-wearing ruler/graduation is fully integrated with device
 Measuring slide/wedge glides smoothly and close via ruler, avoiding reading parallax
 Measuring slide/wedge wobbles max 2 mm, over full length
 No sharp edges or corners
 Long stable board, width: ca 30 cm
 Length, measurement range, approx: 100 cm
 Head/footplate, board and slide/wedge made of quality laminated wood or plastic
 Wood parts should be treated and finished/protected with varnish to prevent chipping of edges and allow easy cleaning; all connections should be screwed/nailed plus glued
 Device is produced by ISO 9001 certified manufacturer

Supplied with:

User manual with trouble shooting guidance, in English
 List of priced accessories
 List of priced spare parts

9. Oxygen hood, S and M, including connecting tubes

- Round shape
- size small, approx: height 22 cm, diam 25 cm
- size medium, approx: height 18 cm, diam 20 cm
- Made of autoclavable polycarbonate
- Trauma free silicone neck, with adjustment flap

- With bilateral oxygen nozzle
- Oxygen tube of 2 m length must be provided with
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted CE/FDA/BIS approved product)

Supplied with:

- 1 x spare set of tubing
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

10. Oxygen concentrator, Electric 220V a/c

Technical Specifications:

- Oxygen concentrator to provide oxygen from ambient air
- Oxygen concentration measured at the flow meter by oxygen sensing device (OSD)
- Sound level <15 dB
- Superior grade of molecular sieve
- Maintenance free rotary proppet valve.
- **Built in Inlet filter and receiver**
- Oxygen purity, approx: 90%
- Oxygen output, approx: 0 - 5 LPM
- Pressure, approx: 8 psi
- Double outlet or flowsplitter for oxygen Delivery
- Oxygen tube of 2 m length must be provided with
- Facility for nebulization with tube & mask
- With two humidifier bottles and two cabinet filters
- Power requirements: 220 V / 50 Hz
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted, CE/FDA/BIS approved product)

Supplied with:

- 1 x spare set of tubing
- 1 x spare set of internal and external filters (baterial)
- 1 x spare set of fuses
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

11. Thermometer, clinical, digital, 32-43°C

- Digital thermometer Celsius scale with switch to Fahrenheit
- Safe to use, atraumatic, no glass, no mercury
- Measurement range: 32°C to 43°C
- Accurate measurement: +/- 0.1°C between 35°C to 41°C
- Liquid crystal display, easy to read
- Beep sound and switch off
- Water proof for ease of cleaning
- Battery powered

- Low battery indicator
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted, CE/FDA/BIS approved product)

Supplied with:

- 1 x battery
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English

12. Scale, baby, electronic, 10 kg <5g>

- Electronic scale for weighing babies **with Polycarbonate Pan**
- Measuring range 0 to approx 10 kg
- Minimum graduation: 5 g
- With tare function
- On switch and auto-off
- Auto-calibration with each switch-on
- Large LED display readable in low light working situations, display cover durable plastic
- Display in kg and lbs, easy switch between kg and lbs
- Reading time max 5 seconds
- Zero weighing adjustment
- **Temp Hold Facility**
- Smooth surface/finishing allows for easy cleaning/disinfection.
- All vital parts made of rust proof materials
- Horizontal leveling with height adjustable feet
- Splash proof and shock resistant light-weight body
- Power requirements: 220 V / 50 Hz
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted CE/FDA/BIS approved product)

Supplied with:

- 1 x spare set of fuses
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

13. Pulse oximeter, bedside, neonatal

Compact portable bedside pulse oximeter with LCD display Continuous monitoring of SpO2 (arterial blood oxygen saturation), pulse rate and signal strength

Measuring range:

SpO2: 30 to 100 %, minimal graduation 1%

Pulse rate: 20 to 250 bpm, minimal graduation 1 bpm

Accuracy SpO2: **1 – 2% with Least motion artifact**

Display shows SpO2(%), HR(bpm) and signal strength bar

- Large display readable from distance, display cover durable plastic
- User preset of high/low alarms on SpO2 and pulse rate monitoring
- Audio visual alarm for SpO2 and pulse rate in case measurements are outside preset range

Silencing feature for audio alarm

Display reports system errors, probe failure and built-in battery status

Automatic switch from mains to batteries in case of power failure

Power requirements: 220 V / 50 Hz and internal re-chargeable battery (autonomy approx 6 hrs, automatic recharge)

- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted, CE/FDA/BIS approved product)

Supplied with:

- 2 x reusable SpO2 sensors neonate, clip-on type (including connection cable)
- 2 x reusable SpO2 sensors neonate, wrap around type (including connection cable)
- 1 x spare rechargeable battery
- 1 x spare set of fuses
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

14. Stethoscope, binaural, neonate

- Double cup neonatal stethoscope
- Chest piece in stainless steel with non-chill plastic rim
- Diaphragm approx: 20 mm
- Sensitivity approx 3.0 dB from 50 to 500 Hz (cardio)
- Sensitivity approx 8.0 dB from 600 Hz to 1500 Hz (pneumo)
- Y tube: treated rubber with large diameter
- Arms: stainless steel or chrome brass, with treated spring for lasting elasticity and comfort
- Removable plastic ear-pieces
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted)

Supplied with:

- 1 x spare set of earpiece
- 1 x spare diaphragm
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

15. Sphygmomanometer, neonate, electronic

- Digital electronic sphygmomanometer suitable for neonate
- Composed of cloth cuff with inflatable bag quick- connected via tube to main unit
- Cloth is washable, strong and reinforced at both ends
- **Cuff size 5, 7.5 and 10 (Preterm & Fullterm size)**
- Tube length approx 60 cm
- Strip of Velcro fastening; length can be adjusted to fit around neonate upper arm
 - Measuring range: up to 300 mmHg
 - Minimum graduation: 1 mmHg
 - Accuracy: +/- 5%
- Large LCD display readable in low light working situations, display cover durable plastic
- Displays reports: systolic, diastolic and mean pressure and heart rate

Power requirements: 220 V / 50 Hz (with adapter), internal re-chargeable batteries or replaceable batteries (autonomy approx 6 hrs, automatic recharge)

- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted, CE/FDA/BIS approved product)

Supplied with:

- 1x storage case
- 2 x spare cuffs
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

16. Light, examination, mobile, 220V/12V

Mobile light for medical examination Stand with 5 anti-static swivel castors Articulated arm 105 cm, spring loaded, with on/off switch and integrated transformer

Halogene bulb: 12V/20W

Light intensity approx: 20.000 Lux at 40 cm Natural white light: colour temperature 4000 K Reflector adjustable for positioning

Power cord: lenght approx 3 m Power requirements: 220 V / 50 Hz Power

- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted, CE/FDA/BIS approved product)

Supplied with:

- 1 x spare halogene bulb
- 1 x spare set of fuses
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts

17. Transport incubator, basic, with battery and O2, w/o ventilator

- Double wall transparent canopy with mattress, mount on stretcher
 - Front and head access door, slide-out mattress tray
 - With baby restraining straps
 - Warm air circulation system
 - Bacterial filter to remove air born particles
 - Incubator air temperature monitoring and servo control: 25 to 38 C, increments 0.1C
 - Digital displays outside shows air temperature
 - Two 10 L integrated oxygen cylinders, regulator and flow meter
 - Audiovisual alarms: high/low air temperature, temperature sensor failure, power failure and low battery
 - Construction dismantable allows frequent washing and disinfection of the incubator
 - Battery **backup for 6 Hrs and AC as well as DC recharge** supported
- Power requirements: 220 V / 50 Hz and internal re-chargeable batteries (autonomy approx 3 hrs, automatic recharge)

Provision for fixation of Transport Incubator to Ambulance.

- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted, CE/FDA/BIS approved product (Enclose the copy)

Supplied with:

- 1 x spare air temperature probe
- 1 x spare recharable battery
- 2 x empty 10 L oxygen cylinders
- 1 x spare set of fuses
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts
- Training and installation at end-user site

18. Tape, measure, vinyl-coated, 1.5m.

- Vinyl-coated fibreglass measuring tape
- Metal tip finishing at both ends
- Reads both in cm and inch
- Length, 1.5 m / 5 ft
- Minimal graduation: 0.5 cm / 0.2 inch
- Width, approx: 1.3 cm
- Thickness, appox: 0.36 mm
- Device is produced by ISO 9001 certified manufacturer (Certificate to be submitted,

SECTION-VII(B)

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) One year Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including X ray tubes, Batteries for UPS, other vaccumatic parts wherever applicable) 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 12(hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.
- d) **For Consumables:**
 - All items offered as consumables must be CE marked
 - company should have valid ISO 13485 Certification and Valid Drug Licence
 - Consumables quoted without meeting the above requirement will not be considered and will be declared technically non responsive**

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 12(hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 72 hrs. The service should be provided directly by Tenderer/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.

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 USD)
 - 2009-10
 - 2010-11
 - 2011-12
- 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

- A. The Tenderer must be a Manufacturer or an authorised agent at least for any one of the following items and should have supplied at least 50% of the quantity(as per schedule of requirement) quoted in last three years prior to the date of bid opening:
- a. Open Care System/Radiant Warmer
 - b. Phototherapy unit,
 - c. Monitor
 - d. Oxygen concentrator
 - e. Pulse oximeter
 - f. Transport incubator
- B. As mentioned above for the remaining items in the group the tenderers are allowed to outsource the same along with back to back manufacturer's warranty, guarantee / authorisation certificates. They should indicate the brand names and model quoted.
- C. **(i) The performance statement:** The bidders should submit performance statement coupled with end users certificates as per Section IX (with Part-A and Part-B) for the quantity mentioned in "Point A" above.
The item for which the bidder himself is the manufacturer or authorised agent, the order or performance certificate should be on his own name and as per the format given.
(ii)The remaining item as mentioned in "Point B" above the bidder can submit the performance statements coupled with end user certificate in favour of the manufacturer with whom the bidder have tied up.
All the items in the kit should have origin/manufacturer in any one of SAARC countries only.
- D. For remaining items and consumables not figuring in the above group, the bidders need not quote with performance statement/ end users certificate. However,they should enclose letter of understanding from manufacturers/suppliers showing the tie up arrangement with the manufacturers or its authorised agent indicating at least two brands with names of manufacturers while outsourcing the supplies.

Note

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.

The bidder may submit information relating to experience in supplying equipment/consumables/any other goods in Kit form. In support of their claim they may submit order copy or client satisfactory certificate.

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.

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment or samples of the consumables 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

Signature and seal of the Tenderer

**** The documentary proof will be a certificate in English as per attached Proforma-B(or in any other proforma giving all information as indicated in the proforma 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. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited**

Section – X TENDER FORM

Date_____

To

Associate Vice President, HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, Sector -62, Noida -201307, Gautam Budh Nagar, Uttar Pradesh, INDIA

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 GOODS OF ORIGIN FROM SAARC MEMBER COUNTRIES**

1	2	3	4	5							6
Schedule (Specify Country) (Specify Kit No.)	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (USD)							Total Price (USD) 4 x 5(g)
				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 up to port of despatch (d)	Carriage, and Insurance* upto CIP Port of destination. (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) (f)	Unit Price (g) =a+b+c+d+e+f	
TOTAL											

Total Price for 1 No. Kit in US Dollars (in figures) _____

US Dollars (in words) _____

Total Price for (specify) Nos. Kits for specified country in US Dollars (in figures): _____

US Dollars (in words) _____

Note: -

- 1) *Tenderer will take extended insurance cover for a period up to 3 months beyond the date of delivery at ultimate consignee site.
- 2) If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

- 3) The interim SAARC Co-ordinator will arrange clearance of goods at destination port & transport the goods/equipments to the site/warehouse of the ultimate consignee.
- 4) Tenderer shall use the above format to quote separately for each kit (with item wise break-up for each item in a kit, as per List Of Requirement) for a specific country. A tenderer quoting for equipment, must quote for all equipment kits for a specific country (i.e. A1, B1 and C1). Similarly, a tenderer quoting for consumables, must quote for all consumable kits for a specific country (i.e. A2, B2 and C2).

Name_____

Business Address_____

Place: _____

Date: _____

Date: _____

Signature of Tenderer_____

Seal of the Tenderer_____

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:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - b) fails or refuses to accept/execute the contract.
 - or
 - c) 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 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

To

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

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

- Note: 1. This letter of authorisation should be on the 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

To
Head & Associate Vice President (P&CD),
HLL Lifecare Limited,
Procurement and Consultancy Division,
B-14A, Sector -62, Noida -201307,
Gautam Budh Nagar, Uttar Pradesh, INDIA

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) _____

2. Delivery schedule

(ii) Details of Performance Security

(iii) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of purchaser's inspecting officer

(iv) Destination and despatch instructions

(v) Consignee, including port consignee, if any

(vi) Warranty clause

Payment terms

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: _____

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 interim Consignee
: _____
- 7) Name and designation of
Authorized Representative of
interim Consignee : _____
- 8) Signature of Authorized
Representative of interim Consignee
with date : _____
- 9) Seal of the interim Consignee : _____

SECTION – XVIII**Proforma of Final Acceptance Certificate by the Consignee**

No _____
 Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

- (a) Contract No. _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway
 Receipt/ Goods Consignment Note no. _____ dated _____
- (f) Name of the vessel/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 No.

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the

period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

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

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

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

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

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

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

He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

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

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

SECTION – XX
CHECKLIST
Name of Tenderer:
Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the BID	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 225days 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?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the BID	Remarks
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?			
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 in the Price Schedule as per Section XI?			
8.	Have you kept validity of 180 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 India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of SAARC member country?			
10.	Have you intimated the name and 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 as per TE document?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the BID	Remarks
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

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

Ultimate Consignee List

Name of the Country	Name address of the concerned Nodal officer of each Member State
Afghanistan	Dr. Ghulam Sarwar Hemati, MD, EMBA in Health Management Head of Grants & Contract Services Management Unit (GCMU), Ministry of Public Health, Kabul, Afghanistan. E-mail: hemati.gcmu@moph.gov.af Cell Phone: +93(0)799 318 328, +93(0)77 88 20 720
Bangladesh	Dr. Syed Abu Jafar MD. MUSA, Director, Primary Health Care (PHC). Directorate General of Health Services, Mohakhali, Dhaka 1212. Cell:00 880-01819487770, Tele: 00880-2-8811 741 (Office); Email: sajmmusa@yahoo.com
Nepal	Dr. Tara Nath Pokhrel Director Child Health Division Department of Health Services Kathmandu. Mobile: 00977-9852680122 Email: pokhrelt1@gmail.com
Pakistan	Dr. Ghulam Asghar Abbasi Chief (Health Section) Planning and Development Division Room No. 516, P-Block, Pak Secretariat Islamabad - Pakistan Tel: +92-51-9217949 Cell: +92-301-5147783 Fax: +92-51-9201777 Email: asghar42@hotmail.com

Bhutan	Dr. Dorji Wangchuk, Director, Department of Public Health, Ministry of Health, Thimphu, Bhutan. Tele:+975-2- 326454; PABX: 322602/328091 Ext. 235 Fax: +975-2-326038; Cell: 17603129; Email: : drdorjiw@health.gov.bt / drdorjiw@yahoo.com
Maldives	Ms. Nazeera Najeed, Public Health Program Coordinator, Ministry of Health and Family, Roashanee Building, Sosun Magu, Male' 20184, Republic of Maldives. Tel:+960-774-7366 . Fax:661-4365 Email: nazeera_najeed@hotmail.com
Sri Lanka	Dr. Dhammica Rowel, Nodal Officer, Family Health Bureau, New Born Care Unit (Unit in charge), No. 231, De Sarem Place, Colombo 10. Cell: +94-718099970 Tel: +94-11-2681309/228 Fax: +94-11-2690790 Email: dhammica.rowel@yahoo.com