DOMESTIC TENDER ENQUIRY DOCUMENT

FOR ESTABLISHING RATE CONTRACT & PROCUREMENT OF MEDICAL EQUIPMENT

HITES/PCD/MP/CLINICAL/RC-04/19-20

Through

HLL INFRA TECH SERVICES LIMITED
(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)
B-14 A, Sector-62, Noida-201 307
Phone: 0120-4071500; Fax: 0120-4071513
URL: www.hllhites.com
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Disclaimer

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SECTION I

NOTICE INVITING TENDER (NIT)

HLL INFRA TECH SERVICES LIMITED
(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)
B-14 A, Sector-62, Noida-201 307
Phone: 0120-4071500; Fax: 0120-4071513
URL: www.hllhites.com
Email: pcd@hllhites.com

Tender Enquiry No.: HITES/PCD/MP/CLINICAL/RC-04/19-20 dated 01.06.2019.

(1) Procurement & Consultancy Services Division of **HLL Infra Tech Services Limited (HITES),** a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of Director, Medical Education, Government of Madhya Pradesh, invites tenders, from eligible and qualified tenderers for establishing Rate contracts and supply of various Medical Equipment to 06 existing & 07 upcoming Institutes in Madhya Pradesh, and any Institute/Hospital/Medical College in India, as and when required by them during the validity of Rate Contract. The Rate contract shall be valid initially for a period of Two years, extendable for another one year at the discretion of HITES.

Sch. No.	Rfx. No.	Name of the Items	EMD	Tender Processing Fee	Pre Bid Date
1	3000004083	Bubble CPAP machine	Rs. 1,60,000	Rs. 2,360	13-06-2019
2	3000004084	Mechanical Ventilator with HFO	Rs. 11,52,000	Rs. 2,360	13-06-2019
3	3000004085	Open Care System	Rs. 14,70,000	Rs. 2,360	13-06-2019
4	3000004086	LED phototherapy unit- Double surface	Rs. 2,30,000	Rs. 2,360	13-06-2019
5	3000004087	Trance Cutaneous bilirubnometer	Rs. 56,000	Rs. 2,360	13-06-2019
6	3000004088	EEG Machine -32 Channels- Desirable with Pediatric accessories	Rs. 98,000	Rs. 2,360	13-06-2019
7	3000004089	Laminar Flow Table	Rs. 84,000	Rs. 2,360	13-06-2019
8	3000004090	Transport Incubator with ventilator	Rs. 56,000	Rs. 2,360	13-06-2019
9	3000004091	Trinocular Microscope	Rs. 22,000	Rs. 2,360	14-06-2019
10	3000004092	CTG Machine	Rs. 2,80,000	Rs. 2,360	14-06-2019
11	3000004093	Abdominal/ Vaginal Hysterectomy set	Rs. 4,20,000	Rs. 2,360	14-06-2019
12	3000004094	Tuboplasty set	Rs. 14,000	Rs. 2,360	14-06-2019
13	3000004095	Laparoscopic Surgery Set with Hysteroscope & Resectoscope, Tissue Morcellator with HD Camera &Monitor	Rs. 11,20,000	Rs. 2,360	14-06-2019
14	3000004096	Operation Theatre table - Gynae	Rs. 8,40,000	Rs. 2,360	14-06-2019
15	3000004097	Delivery Bed	Rs. 5,04,000	Rs. 2,360	14-06-2019
16	3000004098	Cesarean Set	Rs. 4,20,000	Rs. 2,360	14-06-2019
17	3000004099	Echocardiography machine	Rs. 16,80,000	Rs. 2,360	14-06-2019
18	3000004100	Echocardiography machine Portable	Rs. 4,20,000	Rs. 2,360	14-06-2019
19	3000004101	Tread mill test machine	Rs. 1,40,000	Rs. 2,360	14-06-2019
20	3000004102	Hemodialysis machine	Rs. 4,00,000	Rs. 2,360	14-06-2019
21	3000004103	EMG and nerve conduction velocity machine	Rs. 1,40,000	Rs. 2,360	14-06-2019
22	3000004104	Non Invasive mechanical ventilator	Rs. 9,60,000	Rs. 2,360	14-06-2019

Note:

1. **Tender processing Fee is inclusive of GST @18% (Our GSTIN: 09AADCH4882R1ZP)**

(2) Tender timeline:

Sl. No.	Description	Schedule
a.	Last date for receipt of Pre-bid queries	10.06.2019, 10.00 hrs
b.	Pre-bid meeting date, time	Date : **As mentioned in Table above,** Time: 11:00 hrs **Conference Hall, GMC Vidsha** NH-86, In-front of Khel Parisar, Sanchi

Sl. No.	Description	Schedule
		Road, Vidisha- 464001- MP. **ference Hall, GMC Vidsha**
c.	Closing date & time for submission of online bids	29.06.2019, 13:00 hrs
d.	Closing date & time for submission of **tender processing fee and EMD in physical form***	29.06.2019, 14:00 hrs
e.	Time and date of opening of online bids	29.06.2019, 14:30 hrs
f.	Venue for :- • Submission of tender processing fee, EMD in physical form. • Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

***Bidders have to submit Original Bank Instruments for tender processing fee and EMD or proof of EMD exemption as per GIT clause 19.2 (if applicable) within the above mentioned date and time.**

SPECIFIC Instructions for e-Tender Participation:-

(1) Bidders should have valid Class 3-B Digital Signature Certificate with encryption.
(2) Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
(3) The prospective bidders have to register with the E-procurement system of HLL at https://etender.lifecarehll.com/irj/portal. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).
(4) Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
(5) The tenderers shall submit Tender Processing Fee and EMD in physical form at the scheduled time and venue.
(6) Tenderer may download the tender enquiry documents from the web site www.hllhites.com or www.lifecarehll.com or www.eprocure.gov.in/cppp or https://etender.lifecarehll.com/irj/portal .
(7) The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. **Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. Organisation**.
(8) All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 9 above.
(9) Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting
(10) All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
(11) Bidders shall ensure that their bids complete in all respects, are submitted online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.
(12) Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission

IMPORTANT NOTE:-
Tender Processing Fee and EMD (as applicable) should be deposited within the scheduled date & time in the Tender Box located at:

HLL Infra Tech Services Limited,
Procurement and Consultancy Division,
B-14 A, Sector-62, Noida-201307, Uttar Pradesh

CEO
HLL Infra Tech Services Limited

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

CONTENTS

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 meaning as indicated below:

1.2 **Definitions**:

i. "**Purchaser**" means the organization purchasing goods and services.
ii. "**eTender**" means Bids / Quotation / Tender received from a Firm / Tender / Bidder.
iii. "**Tenderer**" means Bidder / the Individual or Firm submitting Bids / Quotation / Tender.
iv. "**Supplier**" means the individual or the firm supplying the goods and services as incorporated in the contract.
v. "**Goods**" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant, etc. which the supplier is required to supply to the purchaser under the contract.
vi. "**Services**" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
vii. "**Earnest Money Deposit"** EMD means Bid Security / monetary or financial guarantee to be furnished by a bidder.
viii. "**Contract**" means the written agreement entered into between the purchaser and/or consignees and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
ix. "**Rate Contract**" means contracts for the supply of stores at specified rates ordered during the period covered by the contract. No fixed quantities are mentioned in the contract, and the contractor is bound to execute any order from the HITES at the rates specified in the contract provided the supply order is placed within the rate contract period.
x. "**Supply Order**" means an order on a contractor to supply against Rate Contract. The term "Requisition" will not be used.
xi. "**Performance Security**" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
xii. "**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 the ultimate consignee.
xiii. "**Specification**" means the document/standard that prescribes the requirement with which goods or service has to conform.
xiv. "**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.
xv. "**Day**" means calendar day.
xvi. "**HITES**" means HLL Infra Tech Services Limited, a fully owned subsidiary of HLL Lifecare Limited.
xvii. "**Local supplier**" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
xviii. "**Local content**" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
xix. **"Margin of purchase preference"** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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. "NSIC" means National Small Industries Corporation
viii. "PSU" means Public Sector Undertaking
ix. "CPSU" means Central Public Sector Undertaking
x. "LSI" means Large Scale Industries
xi. "MSEs" means Micro & Small Enterprises
xii. "LC" means Letter of Credit
xiii. "DP" means Deliver Period
xiv. "BG" means Bank Guarantee
xv. "GST" means Goods and Service Tax
xvi. "CD" means Custom Duty
xvii. "RR" means Railway Receipt
xviii. "BL" means Bill of Lading
xix. "EXW" means Ex-Works
xx. "FOB" means Free on Board
xxi. "FCA" means Free Carrier
xxii. "FOR" means Free on Rail
xxiii. "CIF" means Cost, Insurance and Freight
xxiv. "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additional the Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
xxv. "DDP" means Delivery Duty Paid named place of destination (consignee site)
xxvi. "INCONTERMS" means International Commercial Terms as on the date of Tender Opening
xxvii. "MoHFW" means Ministry of Health & Family Welfare, Government of India
xxviii. "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
xxix. "RT" means Re-Tender
xxx. "RC" means Rate Contract
xxxi. "SO" means Supply Order.

2. Introduction

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

2.2 This section (Section II – "General Instructions to Tenderers") provides the relevant information as well as instructions to assist the prospective bidders 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 security and evaluation of tenders and subsequent placement of contract.

2.3 The bidders 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 bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failing to provide and/or comply with the required information, instructions, etc. incorporated in these TE documents may result in rejection of its tender.

2.5 The Rate Contract to be awarded pursuant to this tender enquiry and supply orders placed against the rate contract so awarded will be governed by the terms and conditions as contained in the following sections:

a. General Instructions to Tenderers – Section II
b. Special Instructions to Tenderers – Section III
c. General Conditions of Contract – Section IV
d. Special Conditions of Contract – Section V
e. List of Requirements – Section VI
f. All other contents of the Tender Enquiry Document as mentioned in clause 8.1

3. Rate Contract / Parallel Rate Contract

3.1 Purchaser reserves the rights for placement of Rate Contract/conclusion of parallel Rate contracts. The Purchaser(s) also reserve(s) right (1) to enter into parallel Rate Contract(s) simultaneously or at any time during the period of the rate contract with one or more bidder(s) as he/they may think fit and (2) to place ad-hoc contract or contracts simultaneously or at any time during the period of this contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the Purchaser (whose decision shall be final) may determine.

3.2 Purchaser also reserves the right to arrive at reasonable eligible L-1 price and make counter offers to higher quoting eligible firms for awarding Parallel Rate Contracts.

3.3 The successful bidders shall note that a supply order may be placed up to the last day of the currency of the Rate Contract.

4. Language of Tender

4.1 The tender submitted by the bidder and all subsequent correspondences and documents relating to the tender exchanged between the bidder 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 bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for the purpose of interpretation of the tender, the English translation shall prevail.

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

5. Eligible Bidders

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

6. Eligible Goods and Services

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

7. Tendering Expense

The bidder 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 DOCUMETNS

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

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – "Notice Inviting Tender" (NIT), the TE document 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 Specification
- Section VIII - Quality Control Requirement
- 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 (Rate Contract and Supply Order)
- Section XVII -Proforma of Consignee Receipt Certificate
- Section XVIII - Proforma of Final Acceptance Certificate by the consignee
- Section XIX - Check List for Bidders
- Section XX - Form for Integrity Pact
- Section XXI -Notice-cum-cancellation letter
- Section XXII - Revocation-cum-cancellation letter
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8.2 The relevant details of the required goods/equipment 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 bidders are expected to examine all such details etc. to proceed further.

9. Amendments to TE document

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. The amendments, if any shall be posted only in the websites mentioned in NIT (Section-I).

9.2 In order to provide reasonable time to the prospective bidders 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 document

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 on their letter head duly signed and scanned through email to pcd@hllhites.com and bmenoida@hllhites.com. The purchaser will respond to such request provided the same is received by the purchaser **within the due date mentioned in the NIT**. **Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF e TENDERS

11. Documents Comprising the Tender

11.1 The tender(s) shall only be submitted online as mentioned below:

(i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, EMD, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.

(ii) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry.

Note:

(i) The Tender Processing Fee and EMD, in favor of HLL Infra Tech Services Ltd, are to be submitted in physical form as per Section - I, Notice Inviting Tender, of this tender enquiry.

(ii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Techno-Commercial Bid.

A) Details of Technical Tender (Un priced Tender)

Bidders shall furnish the following information along with technical tender:.

i) Techno-Commercial Bid in excel format provided with the tender enquiry

ii) Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.

iii) Tender Form as per Section X (without indicating any prices).

iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization strictly as per the prescribed format (Section - XIV).

vi) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).

vii) 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.

viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.

ix) 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).

x) Certificate of Incorporation.

xi) Self-Attested copies of GST registration certificate and PAN Card.

xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.

xiii) Self-Attested copies of quality certificates i.e. ISO/ US FDA /CE /BIS Certificates issued by competent authority, if applicable.

xiv) Documentary evidence stating the status of bidder.

xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.

xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.

xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.

xviii) A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).

xix) Copies of original product catalogues / data sheet must be enclosed of all quoted items.

xx) ***The Integrity pact (At Section XIX) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.***

B) Price Bid:

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

Note:

(i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.

(ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(iii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.

11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

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

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

12. Tender Currencies

12.1 The price to be quoted only in Indian Rupees. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13. Tender Prices

13.1 The Bidder 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.

13.2 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

13.3 The price quoted by the bidder for the goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Government of India or any state Governments. If it is found that the goods have been supplied at a lower price during the currency of Rate Contract, then such lower price will be applicable to the goods to be supplied or already supplied.

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

a) The price of the goods, quoted ex-factory/ex-showroom/ex-warehouse/off-the-shelf, as applicable, including all taxes and duties i.e. GST. already paid or payable or on the previously imported goods of foreign origin quoted ex-showroom etc.

b) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site, Loading/Unloading

and other local costs incidental to deliver of the goods to their final destination all over India (consignee details shall be indicated in the Supply Order).

c) The prices of annual CMC, if applicable, as mentioned in List of Requirements and Price Schedules.

13.5 **Additional information and instruction on Duties and Taxes:**

13.5.1 If the Bidder desires to ask for any duties or taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 **Goods and Services Tax (GST) :**

a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services 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.
b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
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 and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of duty must 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 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

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

14. Indian Agent - Deleted

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the bidder 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. Delivery Period

16.1 The delivery period of the goods will be as mentioned in Section VI- List of requirement.
Bidder should however mention quote guaranteed monthly rate of supply and lead time required for commencement of supply after placement of supply order in Section VIII- Quality Control Requirements.

17. Documents Establishing Bidder's Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, the bidder 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 bidder's qualification shall fulfil the following requirements:

a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.

b) The bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

c) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

18. Documents establishing Goods' Conformity to TE document.

18.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawing 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 bidder shall also provide a clause-by-clause commentary of 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 bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

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

19. Earnest Money Deposit (EMD)

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

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

A) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

B)Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

19.3 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.1. The earnest money shall be furnished in one of the following forms:

i. Account Payee Demand Draft
ii. Banker's cheque
iii. Bank Guarantee
iv. Fixed Deposit Receipt.

19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of the **"HLL Infra Tech Services Limited"** payable at New Delhi. Fixed Deposit Receipt should also in favour of "HLL Infra Tech Services Limited (A/c: *Name of Bidder*)" from any scheduled commercial bank in India, payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India as per the format specified under Section XIII in these documents.

19.5 The earnest money if submitted in the form of Bank Guarantee or Fixed Deposit Receipt shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for a minimum period of 165 days from Techno-Commercial Tender opening date.

19.6 Unsuccessful bidders' 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 bidder's earnest money will be converted as a security towards performance and operation of Rate Contract and shall be retained /made valid till two months beyond the validity of Rate Contract**.

19.7 Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tender will be forfeited, if the bidder 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 bidder'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. A. Tender validity

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

b In exceptional cases, the bidders 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 fax/email followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.

c. 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.

20. B. Alternative Tenders

Alternative Tenders are not permitted.

However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

For schedules requiring Manufacturer's Authorization, only one bidder is permitted to quote for a particular manufacturer irrespective of models.

21. Digital Signing of e-Tender

The bidders shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant PDF format. The relevant tender documents should be uploaded by an authorised person having Class 3B digital signature certificate

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tender shall be submitted online only.

(i) Pre-qualification and Technical compliance along with the **Techno-Commercial Bid** in excel format:

a) Scanned copies of tender processing fee and EMD

b) Manufacturer's authorization as per Section XIV in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).

c) Tender Form as per Section X.

d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc on letter head.

e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies

f) Copy of PAN & GST Registration Certificate.

g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.

h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till March 2017, in pdf format.

i) Name, address and details of account with respect to bidder.

j) Quality Control Requirements as per Section VIII clearly indicating the production capacity.

k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.

l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.

m) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.

n) The Integrity pact (At Section XX) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

(ii) PRICE BID

a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.

c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.

d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.

e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

22.2 The bidders must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

23. Late Tender

There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

24. Alteration and Withdrawal of Tender

The tenderer is permitted to change, edit or withdraw its bid on or before the end date & time of bid opening.

E. Opening of e-Tenders

25. Opening of e-tenders

25.1 The purchaser will open the e-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 bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. 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 bidders" names and addresses.

25.3 Two-bid 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

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 bidders 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 and, whether the documents uploaded are in legible form.

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

27.3 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.

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

(i) Tender validity is shorter than the required period.
(ii) Required EMD or its exemption documents have not been provided.
(iii) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
(iv) Poor/ unsatisfactory past performance.
(v) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
(vi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
(vii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

28. Minor Informality/Irregularity/Non-Conformity

28.1 If during the preliminary examinations, 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 bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder in writing asking the bidder to respond by a specific date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28.2 The purchaser may seek clarifications of historical nature from the bidders which has no bearings on prices.

29 Discrepancies in Prices

29.1 If, in the price structure quoted by a bidder, 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 bidder 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 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 bidder. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

30 Qualification Criteria

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

30.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

The Notification is available in the below link:

http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StarupMedEnterprise25072016.pdf

The FAQs are available in the below link:

http://dipp.nic.in/English/Investor/startupindia/FAQs_StartupIndia_30March2016.pdf

31 Deleted

32 Schedule-wise Evaluation

32.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

33 Comparison of Tenders

Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted Site Modification Work prices and Comprehensive Annual Maintenance charges (CMC) prices will also be added for comparison/ranking purpose for evaluation. **"Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period shall be considered for bid comparison and the NPV will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum."**

34 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

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

i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

ii)Deleted.

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

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

i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.
ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
iv. Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."

34.4 **Preference to Make in India**: As per the order issued by

i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 &

ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof;

the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at **Appendix-A** which will form a part of this TED for evaluation and ranking of bids.

35 Bidder's capability to perform the contract

35.1 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.

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

35.3 Purchaser reserves the right to assess/verify the credentials and capability/capacity of the bidders/manufacturers before awarding the Rate Contracts.

36 Contacting the Purchaser

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

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

G. AWARD OF RATE CONTRACT

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

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

38 Award Criteria

38.1 Subject to GIT clause 37 above, the Rate Contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIT Clause 35.

38.2 Provisions for Parallel Rate Contract:

HITES reserves the right to arrive at the reasonable L1 price and to conclude parallel Rate Contracts. In case, where price of L-1 is considered acceptable, Rate Contract will be concluded with the firm and its price will be counter offered to all other higher eligible quoting firms. Those who accept the counter offered prices or below may be awarded parallel rate contracts.

39 Letter of Award

39.1 Before expiry of the tender validity period, the purchaser will notify the successful bidder(s) in writing, by registered/speed post or by fax/email that its tender for goods & services, which have been selected by the purchaser, has been accepted for conclusion of Rate Contract, also briefly indicating therein the essential details like description, specification and delivery of the goods & services and corresponding prices accepted.

39.2 The successful bidder must furnish to the purchaser the required performance security as indicated in the Supply Orders placed against the Rate Contract within thirty days from the date of issue/dispatch of Supply Order. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

39.3 The Supply Orders placed against the Rate Contract constitute the conclusion of the contract.

40 Issue of Rate Contract

40.1 Promptly after notification of Rate Contract, the Purchaser will place the Rate Contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful bidder/bidders.

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

41 Non-receipt of Performance Security and contract by the Purchaser/Consignee

Failure of the successful bidder in providing performance security and/or returning contract copy duly signed in terms of GIT clauses 39 and 40 above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it as per the clause 24 of GCC – Termination of default.

42 Return of EMD

The earnest money of the unsuccessful bidders will be returned to them without any interest, whatsoever, in terms of GIT clause 19.6

43 Publication of Tender Result

The name and address of the successful bidder(s) receiving the Rate Contract(s) will be mentioned in the notice board/bulletin/website of the purchaser.

44 Book examination clause

44.1 The contractor shall whenever called upon and requiring to produce or cause to be produced for examination by the Purchaser, any cost or other account, book of account voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from such document and also furnish information any wise relating to such transaction and produce before the duly authorised representative of the Purchaser returns verified in such manner as may be required relating, in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of Purchaser on the question of relevancy of any document, information or return being final and binding on the parties). The obligation imposed by this clause is without prejudice to the obligations of the contractor under any statue, rules or orders and shall be binding on the contractor.

44.2 The contractor shall, if the Purchaser so requires (whether before or after the prices have been finally fixed), afford facilities to the Purchaser to visit the contractor's works for the purpose of examining the cost or production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorised representative of Purchaser shall have the power to examine all the relevant book of such sub-contract or any subsidiary of allied firm or company shall be open to his inspection as mentioned in clause 44.1.

44.3 If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.

44.4 Where a contract provides for book examination clause, to contractor or its agency bound to allow examination of its books within a period of 60 days from the date the notice is received by the contractor, or its agencies calling for the production of documents as under clause 44.1 above. In the event of contractor's or his agencies failure to do so, the contract price would be reduced and determined according to the best judgement of the purchaser which would be final and binding on the contractor and his agencies.

45 Integrity Pact

45.1 The Bidders/bidders may note that it is prescribed to use, practice and observe all the best, clean, ethical, honest and legal means & behaviour maintaining complete transparency and fairness in all activities concerning Bidding, Contracting/Rate Contracting and performance thereto for which the "Integrity Pact" shall be executed between Firm and Purchaser as per the format provided as Section-XX to be attached with the bid duly signed.

46 Cartel Formation

46.1 Cartel Formation and Quoting Prices in Pool – Bidders may note that offers of such firms who resort to unethical practice of cartel formation and quote prices in a pool shall be rejected and their offers shall also not be considered for award of RC for the next two years.

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

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.

SUBMISSION OF e-TENDERS

(i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.

(ii) Except Tender Processing Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.

i) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.

ii) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.

iii) The file name of price bid should match the file of the price bid format uploaded by the purchaser in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the event is in **Display Mode**.

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

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.

1.2 The parties to the contract, which shall be deemed to be "Rate Contract" and which is intended for the supply of stores of the descriptions set forth in the Tender during the period therein specified shall be the contractor on the one part and the Purchaser(s) named in the Schedule to Tender.

1.3 Subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the stores which will be ordered during the period of the rate contract which is only in the nature of standing offer from the Contractor but the purchaser(s) undertakes(s) to order from the contractor all stores as detailed in the schedule of stores and prices which he/they require(s) to purchase except that he/they reserve(s) the right (1) of submitting to competition any supply of articles included in the contract the total value of which exceeds such amount as the Purchaser (whose decision shall be final), may determine upon consideration of the tenders, (2) of placing this contract simultaneously at any time during its period with one or more contractors as he/they may think fit, and (3) of obtaining from any source any stores referred to in the contract to meet an emergency, if the Purchaser (whose decision will be final) is satisfied that the contractor is not in a position to supply specific quantities or numbers within the period in which supplies are required

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, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

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

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

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

5. Performance Security

5.1 Within fifteen (15) days from date of the placement of supply order against Rate Contract by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the supply order placed against Rate Contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

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

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

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

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

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

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

6. Technical Specifications and Standards

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

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, (the entire journey during transit to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

7.3 Packing instructions:

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

a. Contract number and date
b. Brief description of goods including quantity
c. Packing list reference number
d. Country of origin of goods
e. Consignee's name and full address and
f. Supplier's name and address

8. Inspection, Testing and Quality Control

8.1 The Contractor should satisfy himself that the Stores are in accordance with terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually tendering the same for inspection to the Inspection Agency nominated under the terms of contract. Such precaution on the part of the Contractor minimises the chances of rejection and the consequences thereof.

8.2 The purchaser and/or its nominated representative(s) will /shall be at consignee site, 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).

8.3 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.

8.4 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.

8.5 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.

8.6 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.

8.7 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously

been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.

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

9. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery as specified in the list of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

Instructions for transportation of domestic goods including goods already imported by the supplier.

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

11. Insurance:

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

In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from "warehouse to warehouse" (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

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

12. Spare parts

1.1 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 including their prices:

a) Spare Parts list and prices of parts, consumables should be mentioned clearly and quoted. Bidder should also mention regarding the availably of spares for at least ten years.

b) 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

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

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

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

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

13. Incidental services

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

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

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

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

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

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them:

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

15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 This warranty shall remain valid for the period as mentioned in the SCC Section-V/ List of Requirement Section VI, after the goods or any portion thereof as the case may be, have been delivered to the final

destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.

i. No conditional warranty will be acceptable.
ii. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever applicable:-
    a) Any kind of motor.
    b) Plastic & Glass Parts against any manufacturing defects.
    c) All kind of sensors.
    d) All kind of coils, probes and transducers.
    e) Printers and imagers including laser and thermal printers with all parts.
    f) UPS including the replacement of batteries.
    g) Air-conditioners
iii. Replacement and repair will be under taken for the defective goods.
    a) All kinds of painting, civil, HVAC and electrical work

iv. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

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

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

15.5 In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced with a new one. The decision of the purchaser in this respect shall be final and binding on the supplier.

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

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

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

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

16. Assignment

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

17. Sub Contracts

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

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

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

18. Modification of contract

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

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

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

19. Prices

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

20. Taxes and Duties

20.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

20.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

20.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made in Indian Rupees 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) On delivery:

Eighty percent (80%) payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

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

B) On Acceptance:

Balance Twenty percent (20%)payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

C) Payment of Site Modification Work, if any:
Site Modification Work payment will be made to the bidder/ manufacturer's agent or its Indian Office in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee.

D) Payment for Annual Comprehensive Maintenance Contract Charges, if applicable:
The consignee may enter into CMC with the supplier at the rates as stipulated in the Rate Contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the Equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

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

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

21.4 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 respective consignees.

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

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

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

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

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

22. Delivery Schedule

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified in the Supply Order. **The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.**

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

(i) Imposition of liquidated damages,
(ii) Forfeiture of its performance security and
(iii) Termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser 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 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 GST 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 shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST 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 for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property:

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

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

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

23. Liquidated damages

Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Supply Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

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, without prejudice to any other contractual rights and remedies available to it (the Purchaser), 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 pursuant to GCC sub-clauses 22.3 and 22.4.

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

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

24.4 If the Supplier, in the judgement of Purchaser has engaged in fraud and corruption, as defined in GCC Clause 37, in competing or in executing the Contract.

25. Termination for insolvency / Convenience

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.

25.2 Termination for Convenience

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
   (i) To have any portion completed and delivered at the Contract terms and prices; and/or
   (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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 executed by its employees, lockouts executed 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. Purchaser's Right to Short Close/Revocation/Cancellation of the Rate Contract

27.1 Since the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the Contractor, the purchaser can legally cancel the Rate Contract at any time during the currency of the contract giving a reasonable opportunity to the contractor to represent against such cancellation. The revocation/cancellation of the Rate Contract shall take effect immediately thereafter. Any order placed by the Purchaser after the date of cancellation of the Rate Contract should not be taken up by the contractor for execution. The purchaser may, at its option negotiate with the Contractor so as to bring the R/C prices in line with the Market prices, whenever market fluctuation affects prices abnormally. If the negotiation fails, then the Rate Contract will be foreclosed and fresh Rate Contract will be concluded separately.

27.2 Either party namely, the R/C holder/the Purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 15 days. The revocation of the Rate Contract on the part of R/C holder shall take effect 15 days from the date of the communication of revocation is received by the Purchaser. The cancellation of the Rate Contract by the Purchaser shall take effect 15 days from the date of issue of letter notifying the short closure.

The notice-cum-cancellation of Rate Contract letter to be issued by the Purchaser given in **Section**-XXII and the R/C holder can revoke the Rate Contract by making the application in the Form given in **Section XXII**.

28. Governing language

28.1 The Rate Contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the Rate Contract, which the parties exchange, shall also be written accordingly in that language. Supply orders placed based on the Rate Contract shall also be written in English 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 email 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 Rate Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitrator appointed by the Chairman & Managing Director of HLL Life care Limited. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-).

30.3 Venue: The venue of arbitration shall be Delhi/New Delhi (India)/NCR.

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shallbe entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. Submission of Quarterly Drawal Report:

33.1 The offer of the firms of the next R/C will be considered only if their performance against the current and preceding R/Cs, if held by them, is satisfactory and they are otherwise eligible. For this purpose, the purchaser expects that a firm should have supplied minimum 85%/95%/100% of the stores due for supply against the current RC and preceding two years R/C respectively on or before the cut-off date as indicated in the tender enquiry.

33.2 R/C holder not obtaining any Supply Order against the current R/C prior to the period indicated above and also against immediate previous Rate Contract will be considered to have a NIL performance and will not be eligible for award of next R/C.

34. **Limitation of Liability:**

34.1 Except in cases of criminal negligence or wilful misconduct,

(a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

35. Corrupt Practices

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

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

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything 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 Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

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

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

36. Fall Clause

36.1 The prices charged for the stores supplied under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person(s)/organisation(s) including the Purchaser or any Department of Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed.

36.2 It at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organisation(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the office from where this Rate Contract is issued and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to:

(a) Export/deemed Export by the Contractor
(b) Sale of Goods as Original Equipment prices lower than the price charged for normal replacement.
(c) Sale of goods, such as drugs, which have expiry date.
(d) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or the State Government Departments including new undertaking (excluding joint sector companies and or private parties) and bodies.

36.3 The Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract.

"I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract herein and such Stores have not been offered/sold by me/us to any persons(s) organisation(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of the bill/ the date of completion of supplies against all supply order placed during the currency of the R/C at a price lower than the price charged to Government under the Contract except for quantity of Stores categorised under sub-clause (a), (b) and (c) of Para 36.2 above.

NOTE: The Contract will also inform the Purchaser as soon as supplies against all the Supply Orders placed against the Rate Contract are completed.

37. General/ Miscellaneous Clauses

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

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

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

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

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

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

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

37.8 If any provisions of this tender enquiry or a contact formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

The Rate Contract finalised under this tender enquiry can be operated only by HITES. Any supplier supplying against the said Rate contract to any other user, Government/Private without knowledge and permission of HITES will be considered breach of contract and HITES may initiate action as deemed appropriate including but not limited to forfeiture of their security towards performance and operation of Rate Contract, debarring, blacklisting, etc.

SECTION - VI
LIST OF REQUIREMENTS

1. Details of Requirement

S.No.	Rfx. No.	Name of the Items	Total Estimated Qty.	Warranty	CMC
1	3000004083	Bubble CPAP machine	32	5	5
2	3000004084	Mechanical Ventilator with HFO	32	5	5
3	3000004085	Open Care System	210	5	5
4	3000004086	LED phototherapy unit- Double surface	115	5	5
5	3000004087	Trance Cutaneous bilirubnometer	14	5	5
6	3000004088	EEG Machine -32 Channels- Desirable with Pediatric accessories	7	5	5
7	3000004089	Laminar Flow Table	21	5	5
8	3000004090	Transport Incubator with ventilator	7	5	5
9	3000004091	Trinocular Microscope	11	5	5
10	3000004092	CTG Machine	56	5	5
11	3000004093	Abdominal/ Vaginal Hysterectomy set	42	5	NA
12	3000004094	Tuboplasty set	7	5	NA
13	3000004095	Laparoscopic Surgery Set with Hysteroscope & Resectoscope, Tissue Morcellator with HD Camera &Monitor	7	5	5
14	3000004096	Operation Theatre table - Gynae	35	5	5
15	3000004097	Delivery Bed	84	5	5
16	3000004098	Cesarean Set	105	5	NA
17	3000004099	Echocardiography machine	7	5	5
18	3000004100	Echocardiography machine Portable	7	5	5
19	3000004101	Tread mill test machine	7	5	5
20	3000004102	Hemodialysis machine	25	5	5
21	3000004103	EMG and nerve conduction velocity machine	7	5	5
22	3000004104	Non Invasive mechanical ventilator	48	5	5

Note: Bidders are advised to offer their best competitive prices against this Rate Contract tender. The drawals against the Rate Contract will depend on the competitiveness of the prices, quality of equipment and timely delivery of previous supply orders as essential requirements.

2. Destination/Consignee details

Stores are to be supplied in Madhya Pradesh and all over India as indicated in the Supply Orders placed against the Rate Contract.

3. Delivery Period:

The delivery period will 60 days from the date of placement of supply order or 30 days from the date of site readiness whichever is later.

Bidder should however mention quote guaranteed monthly rate of supply and lead time required for commencement of supply after placement of supply order in Section VIII- Quality Control Requirements..

4. Terms of Delivery:

Free Delivery at Consignee Site

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

5. Scope of Incidental Services:

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

Installation & commissioning shall be completed within 30 days, of handing over the site complete in all respect by the consignee. The date of handing over the site has to be intimated to the supplier by the consignee. The delay on the part of the supplier to install & commission of Equipment will also attract the provisions as contained in the liquidated damage clause.

6. Warranty:

Terms of warranty shall be as per details given in general technical specification/technical specification of the Equipment and for a period specified in the Table under 'List of Requirement' above.

Warranty period will be effective from the date of installation, commissioning and acceptance.

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

SECTION-VII
TECHNICAL SPECIFICATIONS
Sch. 1
Bubble CPAP machine

Sl.No	Technical Specification
	Bubble CPAP machine (With air compressor) for use In preterm and term neonates
	TECHNICAL SPECIFICATION
1	Should be light weight, easily portable, reliable and sturdy.
2	**CPAP generator:**
A	Pressure setting from 3 to 10cm H2O
B	Should have a detachable overflow container
C	Should deliver the intended pressure constantly and accurately (± 1cm)
D	The gradations (on the sliding rod) should be easily visible from a distance of 4 feet
3	**Air-oxygen blender**
A	FiO2 concentration should be adjustable (21-100%) and accurate (±3%)
4	**Humidifier:**
a	**Should automatically regulate the necessary temperature (37^0C)**
b	Should have a closed system for filling-up the required water level
c	Should display the chamber temperature and/or the temperature at patient end
d	Should have ports for attaching a temperature probe as well as heater wire
5	**Patient circuits:**
a	Should have the option of using both disposable and reusable circuits.
b	Thermoregulation – with both manual and servo modes; (temperature probe, heater source, and a thermostat mechanism are essential)
c	**Oxygen therapy – air/oxygen blender and flow meter**
d	Disposable circuits should be readily available and reasonable priced
e	Should have /be able to accommodate a heater wire; heat loss should be minimal along its length.
6	**Safety Features**
a	Limiting the delivered pressure in the event of an occlusion
b	High/low pressure alarm
c	A stand or arm support for holding the nasal tubing in support.
d	Should be US FDA/BIS or European CE with 4 digit notified body no approved product
7	**Other features:**
a	Sturdy wheels for easy portability
10	Following consumables with be supplied with each unit:
a	Nasal prongs (with each unit) - 10 each (Small, medium, large)
b	Nasal interface - 20 nos
c	Reusable tubes 2 sets
d	CPAP generator 10 sets
e	100 disposable complete sets for delivery of CPAP excluding nasal prongs with each unit per year for 3 years (total 100 nos. per year i.e. 300 no in 3 years)
f	Nasal mask (10 each of 3 different sizes) - user will decide the size at the time of delivery
g	Head Bonnet (10 each of 4 different size) - user will decide the size at the time of delivery
SN	**BOQ**
1	System as specified-1 Nos
2	Nasal prongs (with each unit) - (Small, medium, large)-2 Nos
3	Nasal interface - 20 nos
4	Reusable tubes -2Nos

5	CPAP generator -1 Nos
6	Nasal mask (3 different sizes) -20 Nos
7	Head Bonnet (4 different size)-20 Nos.

Sch. 2
Ventilator Neonatal with HFO

Sl.No	Technical Specification		
1	Suitable for neonates (500gm to 10Kg)		
2	Continuous flow, Time cycled & pressure limited.		
3	Volume guarantee with every mode.		
4	Volume targeting (Range 2 ml to 50 ml)		
5	Modes : IMV, SIMV, nasal CPAP, PSV, A/C - (It should have pressure control and volume targeted both)		
6	It should have facility for High Frequency oscillation mode of ventilation(HFO)		
7	Apnea back-up ventilation.		
8	Digital display : Should have integrated high resolution LCD screen minimum 10" or more color display with touch screen facility for real-time display of scalar (Pressure, Flow and Volume against time) and loop (Pressure-volume, volume-flow and **pressure-flow**). Graphic display of at least 3 waveforms together out of choice of flow, volume and pressure versus time with a facility to freeze these waveforms. Facility for loops together with a facility to freeze the same.		
10	Digital display of FiO2, peak pressure, mean airway pressure, CPAP/PEEP, Expiratory tidal volume, expiratory minute volume, total frequency, spontaneous frequency, lung function monitoring including compliance, resistance, lung distention coefficient, (C20/C), Lung time constant, Rate volume ratio etc.		
11	Should have built-in logbook for recording events like various alarms.		
12	Integrated monitoring: Integrated volume and pressure monitoring i.e. monitoring of PEEP Pmax, Pmean and VT, VTspont, MV and MVleak. The volume monitoring should have NTPD to BTPS correction		
13	Monitoring of I:E, frequency and Spontaneous Frequency		
14	**Audiovisual alarms with advisory on-screen message: MV high/Low, Apnea, tube obstruction, FiO2 high/low, high PIP, low PEEP/CPAP, fail to cycle, gas supply low, power failure, ventilator inoperative, alarm log book ,Tables and Trends of Two days should be available.**		
15	Monitoring of flow: It should be measured at the proximal end of the tubing (towards the baby) and flow sensors should be reusable type. Dead space of flow sensor including Y piece should be less than 2ml		
16	Ventilator should have following features in Pressure Support/ Volume Guarantee:		
a	It should be possible to give leakage adapted inspiratory trigger during pressure support to spontaneously breathing patients with a set volume guarantee.		
b	Volume guarantee should be regulated with lowest possible airway pressure within a set PIP.		
c	It should be possible to adjust the Volume Guarantee manually as per patient requirement		
17	Control Panel user friendly		

18	Reusable patient tubings both convetional& HFO (after chemical and heat sterilization)		
20	Ventilator should be US FDA or European CE or BIS approved product and should submit the respective certificate of US FDA or European CE.		
21	Ventilator should be supplied with Good quality **medical air compressor. Compressor should be US FDA/European CE certified/ BIS .**		
22	The Servo Controlled Heated wire Humidifier should be supplied along with Reusable patient circuit. The humidifier must be FDA approved or European CE (There should not be collection of water in the inspiratory limb)		
23	Battery back-up (at least 30 minutes) should provide for ventilator		
24	Should be supplied with ultrasonic nebulizer which should have capability to deliver particle size of < 3 micron and to be used in both off and on line with ventilator.		
25	Settings range:		
a	Trigger Flow/ volume, leak adapted		
a.1	Trigger delay 30 - 60 ms		
b	PIP 10 to 80 cm H2O		
c	PEEP/ CPAP 0 to 25 cm H2O		
d	I:E ratio1:0 to 1:10		
e	Insp. Time 0.1 to 2 Sec		
f	Exp. Time 0.2 to 30 sec		
g	Frequency Up to 100 BPM		
h	Base Flow 1 to 30 LPM		
i	Synchronization Patient synchronization with adjustable flow trigger		
j	Integrated blender for Oxygen 21% to 100%		
k	should be supplied with oxygen sensors **(Should be covered under warranty and CAMC)**		
l	HFO rate **5 to 20Hz**		
m	High frequency amplitude 1-100% Or upto 100 cms H2O		
n	Mean airway pressure 0-20 cm H20		
	SUPPLIES (WITH EACH UNIT)		
1	Scope of supply with each ventilator		
a	Ventilator on trolley with wheels and brake facility		
b	**Medical air compressor**		
c	Humidifier: Auto-clavable humidifier chamber (2 Chambers with each ventilator)		
d	Circuit support arm		
e	2 hose sets of reusable tubes for both conventional and HFOV		
f	5 hose sets of disposable conventional neonatal ventilation circuit and HFO		
g	Flow sensors (2 sets with each ventilator)		
h	Oxygen sensor - 1		
i	Oxygen connecting hose – 1		
j	Air connecting hose – 1		
k	Test lung – 1		
l	Heater wire (3 each)		
m	Temperature probe (3 each)		
n	Nasal interface (10 in number) with nasal mask (10 each of all sizes) and nasal prongs (10 each of all sizes) and bonnet (10 each of only		

	preterm size) with each ventilator		
SN	**BOQ**	**Qty**	**UOM**
1	System as specified	1	Nos
2	Ventilator on trolley with wheels and brake facility - 1 No. - **Should be OEM**	1	Nos
3	Medical air compressor (OEM)	1	Nos
4	Humidifier: Auto-clavable humidifier chamber (2 Chambers with each ventilator)	1	set
5	Circuit support arm	1	set
6	Reusable tubes for both conventional and HFOV	2	set
7	Disposable conventional neonatal ventilation circuit	5	set
8	Flow sensors (2 sets with each ventilator)	2	set
9	Oxygen sensor	1	Nos
10	Oxygen connecting hose	1	Nos
11	Air connecting hose	1	Nos
12	Test lung	1	Nos
13	Heater wire	3	Nos
14	Temperature probe	3	Nos
15	Nasal interface with nasal mask (10 each of all sizes)	10	set
16	Nasal prongs (all sizes)	10	Nos each
17	Bonnet (preterm size)	10	Nos each

Sch. 3
Open Care System

Sl.No	**Technical Specification**		
1	Neonatal open care system should have integrated bassinet, heating element, timer and weighing scale		
2	The body structure should be roubust so that it should not bent on itself		
3	Warmer module swivel 90° on either side horizontally		
4	Examination light - LED: light intensity 0-1200 Lux Facility for an examination light with variable intensity should be present		
5	Heating element: Heater output should be <= 600 W , medical grade with parabolic reflector and protected by grid, warming system with microprocessor based controls, probes & alarms.		
a	Heating element should be covered under warranty		
6	Should have uniform heating from all points over the bassinet		
7	Control unit allows air and skin temperature preset (LED indicator) and drives radiant heater output (servo and manual).		
8	**Bassinet tilt**		
a	Should allow tilt for Trendelenburg as well as reverse Trendelenburg position (+/-25 deg)		
b	Should have continuous variable bed tilting mechanism for a bed tilt on either side		
c	Should have motorized variable height adjustment mechanism to vary the cradle / baby bed between from the ground, should be able to adjust height of the bed from either side of the warmer		
d	Should have inbuilt weighing scale which can weigh ranging from 200gm to 7kg (with +/-5gm accuracy) with Tare facility		
e	Should have side support and can be droped down for easy access to the		

	baby, the mechanism for the same should be roubust		
f	Adjustable bassinet height from ground should be minimum 80-85 cm and max 100-110cm		
9	Should have mattress and it should be seald in such a way that it should not allow ingress of liquid		
10	Integrated timer on control panel: 1 to 59 minute in 1 sec increment (min 20 minutes), with count-up /count-down feature and with alarm facility		
11	Temperature range, skin : 34 to 38°C (use pre-settable)		
12	Temperature accuracy of +/- 0.1°C at the set temperature		
13	Monitoring of skin temperature by means of sensor, range ; 30 to 42°C (Sensor should cover under both warranty & CMC)		
14	**Manual mode**		
i	Adjustable in steps from 0 to 100% in increments of 5%		
ii	Heater power should be reduced to 50 - 60% after 10-15 minutes in manual mode for baby safety		
15	Control unit :		
a	Audiovisual alarms according to timer and temperature presets avoiding overheating/under haeting (+/- 0.5 deg C from preset)		
b	Text messsage alarms readable from distance		
c	Provision to silence alarm manually for a preset time		
16	Under table 2 no. of storage drawers		
17	Two side rails allow for mounting of accessories		
18	Hood suspended above the basinet integrates heating elements and overhead light		
19	Antistatic castors with 4 brakes		
20	Display reports systems errors, sensor failures.		
21	Should have a slot for X-Ray cassette without removing baby and suitable for babygram		
22	Operating voltage 220-240 V 50Hz and equipment should have voltage surge protection facility		
23	It should be European CE (with 4 digit notified body no.) or US FDA or BIS approved product		
	Supplied with:		
1	Additional 5 reusable skin temperature probes (including connection cables)		
2	Price of the consumables should be quoted for 10 years separately		
SN	**BOQ**	**QTY**	**UOM**
1	System as specified	1	Nos
2	Reusable skin temperature probes (including connection cables)	5	Nos

Sch. 4

LED phototherapy unit- Double surface

Sl.No	
1	Double SURFACE
2	Heavy sturdy mobile stand
3	Overhead unit
4	Adjustable height 1.20 meter to 1.6 meter
5	LED light(with white light option)
6	Wavelength : 450 to 475nm with peak at 470 nm
7	Irradiance at skin level : min 30uW/cm2/ nm or more (Should not exceed 65) at 30cm from the source
	Bassinet- Transpasent acrylic bassinet
8	Integrated cumulative hour timer

9	Antistatic castors with brakes
10	Inbuilt mechanism to avoid overheating of the unit
11	Power cut off for ≥ 40 Deg C.
12	Should have removable head.
13	Should be European CE or US FDA approved product/BIS
14	Life of LED light source should be more than 50000 hrs

Sch. 5 **Transcutaneous bilirubin Analyzer**
1. Light weight: portable unit
2. Multi wavelength spectral reflectance meter
3. Provides measurement of total serum bilirubin reported in mg/dL or micromol/L.
4. Measurement rage 0 to 20 ml/dL (0-340 micromol/L)
5. Light source should be pulse xenon arc lamp
6. Silicon photodiodes detector
7. Should have a reusable measuring probe which can be cleaned with disinfectant
8. Should have an in-built battery
9. Large easy to read display
10. Should have a charging station
11. Should work with all skin colour
12. Should be European CE or US FDA or BIS approved product and the certificate must be submitted
13. The price quoted in the financial bid should include the cost of the equipment along with the cost of the first three thousands measurements of jaundice done with the equipment
14. Items covered under warranty/CMC
a) Prices of consumables should be quoted separately and frozen for the period of warranty and CMC period
15. The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 30-90%
16. The unit shall be capable of operating in ambient temperature of 20-40 deg C and relative humidity of less than 70%
17. Should have local service facility and should have the necessary equipments to carry out prventive maintenance test
18. Onsite physical demonstration and training of the equipment to all the end users with all the requested facilities will be mandatory
19. Availability of spares for at least 7 years after date of installation
Supplied with
1. Charging unit with calibration checker
2. User manual with trouble shooting guidance, in English
3. Technical manual with maintenance and first line technical intervention instructions, in English
4. List of priced spare parts
5. Rates of spare parts to be quoted separately
6. List with name and address of technical service providers in India

	Sch. 6 **EEG MACHINE-32 Channels**
	Technical Specifications
	1. Should be a 32 Channel digital EEG Machine, where 24 Channels for acquisition and storage, 5 Polygraph Channels and 3 DC Channels.
	2. Frequency response should be 0.05 Hz to 70Hz.

	3. Should have facility to view all channels in different montages during acquisition and review.
	4. Should have split screen facility to study and even carefully during acquisition, where data storage should be on going in hard disk.
	5. Should have split screen facility in analysis to compare the data of same time or different times with individual selection of filters, sensitivity, montages etc.
	6. Should have the facility for simultaneous acquisition and review of same record.
	7. Should have the facility to mark pages / important events for printing in review.
	8. Should have user definable photic stimulator protocol execution with display of photic marks on screen using LED or Xenon flash lights
	9. Should have unlimited Montage Reformatting.
	10.Should have HLF (15, 35, 70 Hz) and LLF (0.1, 0.3, 1.5, 3, 5 Hz) filters for each channel as well as for all channels for display.
	11.Should have the facility for sweep speed selection.
	12. Should have the facility to display traces with limit trace.
	13. Should mark and annotate standards events such as Eyes open, Eyes closed, Hyperventilation on, Hyperventilation off, Artifact, and other user defined events of max. 50.
	14. Should have separate sensitivity control for each channels as well as for all channels.
	15.Should have the facility to enter patient details such as ID, Name, Referred By, Sex, Age, Patient History, Address, Doctor Name etc.
	16.Should have the facility to review of selected patient form list, to sort data according to patient name, sex, age, test date etc, review another patient while acquisition and to edit the patient details.
	17.Should have the facility to browse page by page, Scroll in forward and reverse direction and the speed of scrolling can be different speed levels such as same acquisition speed, 2 times, 3 times , 4 times the acquisition speed.
	18.Should have user definable protocols for acquisition.
	19.EEG pages should displayed in BRAIN MAP montage and it should have the facility to view Amplitude brain map, Progressive amplitude brain map, frequency brain map, progressive frequency brain map, 4 bands frequency brain map with frequency spectrum, 5 bands frequency brain map with frequency spectrum, 4 bands frequency brain map with EEG & 5 bands frequency brain map with EEG in review mode.
	20.Should have the facility to edit current page events, browse all the marked events. Display the page having the selected event, to store any number of marked EEG pages on another HDD. 21.Should have the facility for spike detection with amplitude greater than or equal to the specified amplitude and within specified duration.
	22.Should have the facility to print all marked EEG pages / Brain map pages in queue.
	23.Should have the facility to edit and print summary report, EEG page and Brain map page.
	24. Should have Acquisition Hot keys for Sensitivity for all traces, Eyes open, Eyes close, Hyperventilation ON, Hyperventilation OFF, Mark page, Artifact, Annotated event, Toggle pause / Release pause, Snap shot mode, photic stimulation etc.
	25.Should have Review Hot Keys for page mode, scroll mode, flip mode, next page, increase speed, mark page for printing, forward direction, reverse direction, previous page, decrease speed etc. 26.Should have an efficient data base management including Hospital details, Reference doctors list, standard comments for summary report etc.
	27. Photic frequency should be 1-30 Hz, Stimulating time 1-16 sec and pause time 1-16 sec.
	28. CMRR should be greater than 100 db and input impedance should be greater than 10 M Ohms. 29. Should operate from 200 to 240Vac, 50 Hz input supply.
	30. Should have a high resolution low light video camera.
	31.Should have infra-red camera for night VEEG recording facilities.
	32.Should have facility to upgrade EEG to sleep system in future.
	33.Should be supplied all necessary accessories includingwith Pediatric accessories
	EEG Disc Electrodes reusable – 1 set,

	EEG Paste – 5 Jar / sufficient quantity for 100 EEG Cases,
	Head Cap for Adult, & Infant – 1 each.
	34.Should be supplied with a PC of adequate configuration having HDD of storage not less than 360 GB HDD, DVD/CD writer and a Colour Printer.
	35. Monitors provided along with PC should be LCD / TFT and Colour Printer should be Colour Laser Printer.
	36. Should supply online UPS of sufficient capacity with 1 hour backup to connect all the equipments supplied.
	37. Should be supplied with a suitable Table for keeping the equipment, PC, Printer and all the accessories.
	38.Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid.

	Sch. 7 **Laminar Flow Table**
1	**Description of Function**
1.1	Laminar Airflow is required to make available an environment whose air supply is free of bacteria, fungi, pollen, and practically all air-borne dirt.
2	**Operational Requirements**
2.1	The basic equipment shall consist of a HEPA filter, pre filter, suitable blower assembly, necessary lighting, indicators and controls for the cabinet. The equipment should be mounted on a stand with levelling feet.
3	**Technical Specifications**
3.1	Type of Flow: Horizontal
3.2	HEPA FILTER: Face dimensions: 4ft (L) X 2ft (W) X 6 ft H
	The HEPA filter should have rated efficiency of 99.97% (or better) at 0.3 microns to provide product protection of Class 100 or exceeding Class 100 requirements of Federal Standards 209E or equivalent ISO within the work. Area
3.3	PRE Filter with Synthetic, non-woven polyester fibers having casing of enamel painted CRCA frame with Retention of 10 - 15 Micron and 90 % Efficiency. Washable with an arrestance of 90% or better
3.4	Material of construction: Main body and rear panel: Electro-galvanized steel or Mild Steel, oven baked epoxy powder coated finish. Side window (panels): UV stabilized transparent Perspex or polycarbonate or dual metal side walls with negatively pressurised interstitial space. Work table (surface): SS304 or SS316.
3.5	Working area should be 24 cu ft.
3.6	Blower Assembly: DIDW type blower or dual brushless DC (BLDC) blower system with high RPM motor, enclosed in a powder coated MS casing suitably suspended in a pair springs & connected to the filter chamber through flexible canvas duct or metal blower plenum.
3.7	Front Windows Acrylic, fixed by clamps.
3.8	Illumination with Fluorescent tubes with diffusers. Light Intensity at Work Surface: 800-1000 lux/75-90 foot candles
3.9	Laminar Airflow Velocity: Approx. 90 feet per minute (fpm) +/-10% average velocity measured 50 mm from the filter face. Uniformity +/-20% of average or better.
3.1	Additional Requirement: Vibration free Gas burner facility on working bench .Air pressure indicator with manometer (Differential Pressure Gauge with Scale display in cms of water). Drain valve with smooth drainage arrangement. Exhaust ducting as per site requirement
3.12	UV Germicidal lamp intensity >40 microwatt/sq. cm. over the entire work surface
3.13	Switched and indicators: Individual switches and indicator lamps for blower motor, florescent lamp and UV lamp.
4	**System Configuration Accessories, spares and consumables**

4.1	System as specified-
4.2	Other fitting required for attaching auxiliary services are
5	**Standards**
5.1	Should be CE or FDA or BIS approved product

Sl.No	**Sch. 8** **Transport Incubator with ventilator**		
	SPECIFICATION:		
1	Double wall transparent canopy with mattress, mount on collapsible trolley of OEM (same make) with lockable castors		
2	Front and head access door, slide-out mattress tray With baby restraining straps		
3	Should have 2 iris port holes for ventilator tubing, SPO2 probes etc		
4	Warm air circulation system		
5	Bacterial filter to remove air born particles		
6	Incubator air temperature monitoring and servo control : 25 to 38 deg C , increments 0.1deg C,Humidity control.		
7	Digital displays outside shows air and skin temperature		
8	Ventilator (OEM) – basic ventilator with at least CPAP and IMV modes with controls for CPAP/PEEP. PIP, rate. Ti and FiO2		
9	**Two 10L integrated oxygen cylinders, regulator and flow meter with compatible connectors for refilling**		
10	Audiovisual alarms: high /low air temperature, temperature sensor failure , power failure and low battery		
11	Portable SpO2 monitors with resusable neonatal probes (wrap type) - 10 nos should be quoted		
12	Construction allows frequent washing and disinfection of the incubator		
13	Battery and AC supported.		
14	Should have facility for IV stand.		
15	Power requirements : 220-240V / 50 Hz and internal re-chargeable batteries (autonomy 4-6 hrs)		
16	The battery should be capable of recharging from mains as well as the ambulance power source		
17	It should be able to run the following equipment when disconnected from the power source: heater, suction machine, ventilator		
18	It should be US FDA or European CE or BIS approved product		
	Supplied with:		
	5 x spare skin temperature probe		
	1 x spare rechargeable battery.		
	2 x empty 10 L oxygen cylinders.		
	2 x spare set of fuses.		
	Slot for X-Ray cassette for taking X-rays without removing babies		
SN	**BOQ**	**QTY**	**UOM**
1	System as specified	1	Nos
2	Skin temperature probe	5	Nos
3	Rechargeable battery.	2	Nos
4	10 L oxygen cylinders.	2	Nos
5	Set of fuses.	3	set

	Sch. 9 **Trinocular Microscopes with Camera**
1	Trinocular microscope with universal infinity corrected optical system.

2	LED light source illumination with at least 25,000hrs life time.
3	Rigid frame with ergonomics design.
4	Binocular observation tube with inclination of 30 degrees.
5	Built in torque adjustable focusing knob with stage lock.
6	Mechanical stage with rigid hand coaxial control.
7	Abbe condenser, Iris diaphragm.
8	Freely revolving (Inwards) Quadruple nose piece (for objectives).
9	Plan achromat objectives 4X, 10X, 40X, 100X (Oil).
10	40X, 100X objective should be spring loaded.
11	Eye piece 10X with F.N. 20mm.
12	Antifungal treatment should be applied to the observation tube, eyepiece and objective.
13	Accessories, dust cover and power cord.
14	Eyepiece fitted with pointer – 01 nos.
15	Power requirement 220 V/50 Hz
16	Should be CE certified with four digit notified body no./FDA /BIS approved product.
17	Observation tube - should be Seidentopf type.
18	Should be suppied with 5 MP Camera and 42" Screen with all accessories and all required software for operating camera with HDMI and Ethernet/USB conectivity (Camera suppied should be scientific grad) ."

SI NO.	**Sch. 10** **(CTG) Cardiotocography Machine**
	1 Description of Function
	1.1 Antepartum and Intrapartumfoetal monitor (Cardiotocomachine) is used to monitor Foetus during antepartum period (before labour) or intrapartum period (birth process)"
	2 Operational Requirements
	2.1 The complete unit with printer and all accessories should be offered
	3 Technical Specifications
	3.1 The monitor should be provided with
	1) Battery and main operation facility
	2) Should have inbuilt LCD / TFT Screen with tilt adjustment upto 90 degree with facilities to display on screen fetal heart tracings and toco tracings.
	3) Should be compact, light weight and should have inbuilt carrying handle and waterproof transducers
	4) The unit should have
	Fetal Heart Rate range 50 to 240 bpm
	External Toco range 0 to 127 relatives units
	Should have NST timer for antepartum applications
	5) Highly sensitive ultra sound transducer which should be 1.5 MHZ for less signal attenuation and good signal acquisition. Ultrasound transducer should be a waterproof unit. Designed with Snap Clasp closure for easy application and cleaning. Should have facility to connect any transducer in any socket for easy use. Preferably there should be facility to switch between transducers when more than one transducer is used.
	6) Ability to give an accurate continuous trace and should be able to detect sudden beat changes upto 25 bpm
	7) Audible alert indication of fetal bradycardia and tachycardia
	8) External tocotransducer which should be a sealed waterproof unit. Guard ring designed to reduce maternal respiration artefact
	9) Patients event marker
	10) Capability of automatic fetal movement detector
	11) Digital numeric and text display along with audio signal of fetal movement Should have inbuilt keyboard entry screen for patient data entry, name etc. Minimum 5 hour memory of

	traces with fast printing
	12)Should provide following accessories – Transducer belts, Belt buckles,Main cables, interconnecting cables, ultrasound gel bottles
	13) Inbuilt high resolution thermal/Laser printer with easily available cost effective paper.
	14) Should be provided with trolley with wheels with locking facility for mounting the unit on it with accessories for storage of transducers paper etc or the unit must have the facility for wall mounting and a protective cover with cabinet.
	(15) Should have facility for intra uterine pressure monitor.
	(16) Should have facility to record fetal heart rate pattern through fetal ECG.
	(17) Should have facility to monitor twins. Should have twin offset feature so that both fetal heart traces are clearly visible
	(18) Should have facility of connection of central monitor system
	4 System Configuration Accessories, spares and consumables
	4.1 Machine will be supplied with 20 nos of paper roll with each unit. Bidder has to ensure the supply of paper roll. (Price for paper roll to be quoted separately)
	5 Environmental factors
	5.1 Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.or should comply with 89/366/EEC; EMC-directive
	5.2 The unit shall be capable of operating continuously in ambient temperature of 20-30 deg C and relative humidity of 35-90%
	5.3 The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 15-90%
	6 Power Supply
	6.1 Power input to be 220-240VAC, 50Hz fitted with Indian plug
	6.2 Should work on 220-240V AC as well as rechargeable batteries. Mains adaptor to be supplied
	7 Standards, Safety and Training
	7.1 Should be US FDA or European CE approved product with notified body No. Or BIS
	7.2 Comprehensive training for lab staff and support services till familiarity with the system.
	7.3 Manufacturer should have ISO certification for quality standards
	7.4 Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual
	8 Documentation
	8.1 User/Technical/Maintenance manuals to be supplied in English
	8.2 List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual
	8.3 Certificate of calibration and inspection
	8.4 List of important spare parts and accessories with their part number and costing
	8.5 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet.Any point ,if not substantiated with authenticated catalogue/manual, will not be considered
	8.6 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job descriptin of the hospital technician and company service engineer should be clearly spelt out.

SI No.	**Sch. 11 Abdominal/ Vaginal Hysterectomy set**	
	Item	**Qty per set**
1	* BP Handle No.04	2
2	* Dissecting Forceps plain 8”	1
3	* Dissecting Forceps toothed 8”	1

4	* Dissecting Forceps plain 6”	1
5	* Dissecting Forceps toothed 6”	1
6	* Kocher Artery Forceps Stght 7”	2
7	* Kocher Artery Forceps Cur 7”	8
8	* Artery Forceps Cur 8” long	6
9	* Artery Forceps Cur 6” Medium (FINE)	6
10	* Mosquito Artery Forcep Cur 5”	4
11	* Artery Forceps str 6”	6
12	* Doyen‟s Retractor 3”	1
13	* Deaver‟s Retractor 1” & 3”	2+1
14	* Langenback Retractor 8x35mm	1
15	* Morris Retractor with ring handle 2.5”	1
16(i)	* Babcock Tissue Forceps 6”	2
16(ii)	* Babcock Tissue Forceps 7”	2
16(i)	* Allis Tissue Forceps 6”	8
16(ii)	* Allis Tissue Forceps 8”	8
17	* Kidney Tray 8” S.S.	2
18	* Bowl S.S. 6”	3
19	* Metzenbaum Scissor Stght 8” (TC TIP)	1
20(i)	Metzenbaum Scissor Cur 6” (TC TIP)	2
20(ii)	Metzenbaum Scissor Cur 8” (TC TIP)	1
21(i)	* Needle Holder 6” (TC TIP)	2
21(ii)	* Needle Holder 8” (TC TIP)	1
22	* Myomectomy Screw (small, medium & large)	01 each
23	* Right Angle Artery Forcep MIXTER 8”	2
24	* Sponge Holding Forcep 10”	2
25	* Balfour Retractor 10” shaft for abdominal hysterectomy Doyen‟s 8” shaft	1
26(i)	* Suction Tip Yankeur All S.S.	1
26(ii)	* Suction Tip Pool Stght 8mm All S.S.	1
27(i)	* Cross Action Towel Clips Engl.Mod. Angled 3.5”	3
27(ii)	* Cross Action Towel Clips Backhaus 3”	3
28	Heaney ATrauma Straight UNS-370-23 Hysterectomy Clamps	2
29	Heaney ATrauma Curved UNS-371-22 Hysterectomy Clamps	4
30	Uterine manipulator. double action 11”	2
31	Mayo‟s Scissors (TC TIP)	2
32	Right Angled Clamps	2
34	Micro needle holder (TC TIP)	2
35	Microscissors (TC TIP)	2
36	Wertheim‟s Vaginal clamp	2
37	TC parametrium scissors	2
38	Shirodkar‟s uterine holding forceps & rubber pad	1
39	Sim's Speculum (Small, medium, Large)	1+2+1
40	Bladder Retractor	1
41	Bladder Sound	1
42	Uterine Sound	1
43	Teals VulsellumForcep	2
44	Jarco'sTenaculumForcep	1
45	CatspawForcep 8"	1
46	Catspaw Retractor 8"	1
47	Metal Urinary Catheter min 4mm	1

48	Cervical Encercilage needle	4
49	Rubins Cannula	1
	Instruments should be of High quality stainless steel, reusable, light weight, corrosive resistant, and rust-free	
	Demonstration of the equipment is must as and when required	
	All instruments should be USFDA or CE or BIS approved	

Serial No.	Sch. 12 Tuboplasty Set	Quantity
1	Knife handle	1
2	Iris Scissors straight and Curved -10.2 cm	1 each
3	Brown-Adson Tissue Forceps 12.1 cm 7x7 T	1
4	Potts smith dressing forceps-17.8 cm Serrated	1
5	Halsted Mosquito Forceps -5"- 12.7 cm delicate	6
6	Webster Needle holder - 4 3/4 " (12.1 cm)- carb-N- serrated	6
7	Probe w/eye	1
8	Swiss Jewelers Style Forceps	1
9	Guthrie Hook,	2
10	Bowman Sterling Probes	1
11	Castroviejo Suturing Forceps	1
12	Castroviejo Needle Holder	1
13	Frazier Ferguson Suction Tube	1
14	Yanker Suction Tube	1
15	Operating Scissor	1
16	Mayo dissecting Scissors	2
17	Metzenbaum scissors	3
18	Kelly Forceps -14cm straight and curved	6 each
19	Mixter Forceps-18.4cm Fully curved	1
20	Baby MixterForepss	1
21	Mayo-hegar Needle holer -15.2, 17.8, 20.3 &26.7	1 each
22	Surgical Optical Binocular Loupe- 2.5X	1
23	Poole Suction tube- Strght&Crvd	1 each
24	Goelet Retractor	2
25	U.S. Army retractor	2
26	Ribbon Retractor (1.9,3.2,5.1 cm)	1 each
27	Deaver Retractor -30.5cm	1
28	Richardson retractor small and large	1 each
29	Kelly Retractor -6.4 cm	1
30	Lahey Gall Duct Forceps	2
31	Allis Tissue Forceps -6" and 10"	2 each
32	Babcock Tissue Forceps - 15.9 & 23.5 cm	2 each
33	Stainless Steel Ruler	1
34	Schnidt Tonsil Forceps- 19.1 cm	4
35	Debakey Tissue Forceps -20.3 cm	1

SI No.	Sch. 13 Laparoscopic Surgery Set with Hysteroscope &Resectoscope with High Definition Camera &Monitor		
	Technical Specification of Laparoscope		
	1 Description of Function		
	Laparoscope is used for minimally invasive surgery		

	and comprises of telescope and associated instruments and units		
	2 Operational Requirements		
	Telescopes, Camera, Insufflator, Suction Irrigation should beUSFDA or European CE or BIS approved products.		
	3 Technical Specifications		
	3.1 TELESCOPES		
	a) 5 mm forward oblique, 30 degree – 1 no		
	b) 10 mm forward oblique, 30 degree – 1 no		
	c) 10 mm straight forward 0 degree – 1 no		
	d) All telescope should have following:		
	Low risk of object bum		
	Colour coded for identification		
	Autoclavable		
	Fibreoptic light transmission incorporated		
	3.2 HAND INSTRUMENTS & OTHER ACCESSORIES		
1	Reusable VeressPneumoperitoneum Needle- Spring loaded blunt styletluer lock length 10/15cm/12cm - 4 each		
2	Reusable Trocar:- 5mm – Multifunctional , insuflation stopcock and threaded sleeves, pyramidal tip, length (10.5cm) ,Flapper valve - 4 nos		
3	Reusable Trocar:- 10/11mm & 12 mm-Multifunctional valve, insufflation stopcock and threaded sleeves, pyramidal tip, length (10.5cm) Flapper valve - 4 each		
4	Suction and Irrigation cannula-Size 5mm, length 36cm, used with suction and irrigation handle, size 10 mm also, Reusable suction irrigation tubing set, Multifunction suction irrigation handle with provision for using 5/10mm diameter auxiliary instruments - 2 each		
5	Grasping forceps curved - toothed 2x4 teeth-2 each-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, size 10mm - 2 each(5 & 10mm)		
6	Grasping forceps straight- toothed 2x3 teeth-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, size 10mm - 2 each(5 & 10 mm)		
7	Maryland forceps-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2 nos		
8	Grasping forceps-Atraumatic-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2nos		
9	Grasping forceps-Allis-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2nos		
10	Grasping forceps Mixter-Double action jaws, rotating		

	with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2nos		
11	Grasping forceps-plain dissection & Grasping-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2nos		
12	Grasping forceps-Babcock-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, size 10 mm - 2 each (5& 10mm)		
	Fan shaped retractor-Rotating, size 5mm, length 33-36cm, dismantling facility - 2nos		
	Hook Scissors-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility- 2nos		
	Rotating Metzenbaum Scissors-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2nos		
	Bipolar coagulating forceps-Size 5mm, length 33-36cm fenestrated- 2 nos		
	Bipolar coagulating forceps-Size 5mm, length 36cm, 3mm width of jaws -2 nos		
	High Frequency Cord-For 5mm & 10mm hand instruments with Monopolar Electrodes, spatula tip, needle electrode- 2 each		
	High Frequency Cord-For 5mm & 10mm hand instruments with Monopolar Electrodes, hook tip, knife electrode - 2 each		
	Knot pushers-Eye type, length 33-36cm,2 each for intra and extra corpal knotting		
	Needle holder coaxial type-5mm, tungsten tip, straight handle with ratchet, single moving jaw, length 33-36cm,2 with carbide insert tips for straight and curved needles		
	Clip Applicator-Medium -Size -Rotatable, Provision for locking the shaft conveniently, 10mm, compatible with clip LT 300, 2 quoted with adequate no. of spare clip		
	Clip Applicator- Large-Rotatable, Provision for locking the shaft conveniently, 10mm, compatible with clip LT 400, 2 quoted with adequate no. of spare clip		
	Hassan cone-Adaptable to 10mm trocar- 2nos		
	Blunt Obturator-For 11mm port-From 10/11 mm to 5mm & 5 to 3 mm - 2nos		
	Reducer-Size 5mm, length 33-36cm with pin for cautery - 4nos		
	L-Hook-Size 5mm, length 33-36cm with pin for cautery- 2nos		
	Spatula-Size 5mm, length 33-36cm with pin for cautery - 2nos		
	Fascia closure instrument-Size 2.8mm, length 17cm -		

	2nos		
	Washers-For 5 & 10 mm cannula and reducers - 100 each		
	Container System: For Sterilization and storage of telescopes, hand instruments and other accessories. Different sizes - 3nos		
	Metzenbaum scissors-High performance with bipolar cautery - 2nos		
	Large operating scissors-With double action jaws (slightly curved) Rotatable 10mm diameter instruments with a working length of 33-36cm, dismantting facility - 2 nos		
	Assistant needle holder-5mm diameter instrumentations with a working length of atleast 33-36 cms with carbide insert tips for straight and curved needles. 2 for straight & curved needles with carbide insert tip		
	Disposable extraction bags - 5 nos		
	Injection and puncture canula-5 mm diameter, 33-36cms length with luer lock - 2 nos		
	Myoma screw-5 mm, 33-36 cms length, 10mm - 2 nos		
	Uterine Manipulator-LAVH, mobilization of uterus, indentification of vaginal fornices and sealing of vagina during hysterectomy.		
	CCL Vaginal extractor for LAVH Surgery		
	HF Needle electrode for splitting & coagulation insulated with connection pin for unipolar coagulation, working length – 31-33cm		
	Electronic morcillator-With cutting sleeve and protective sleeve along with spare knife (Fully autoclavable) can be from other make. It should be European CE or USFDA or BIS approved.		
	Morcellator with accessories-•		
	a. Electronic Drive unit with motor for use with morcellator		
	b. Morcellator tube serrated edge		
	c. Atraumatic trocar sleeve with pyramidal trocar 12mm		
	d. Claw forceps insert 2 x 3 teeth		
	e. Insulated sheath		
	f. Laproscopic Bag		
	g. Insulated handle with HF connection rotating with ratchet		
	42 High frequency monopolar cables-For above auxiliary instruments.		
	43 Hight frequency bipolar cables-For above auxillary instruments		
	44 Cleaning accessories-		
	a. Cotton carrier with thread		
	b. Cotton carrier with “U” shaped handle		
	c. Cleaning brush		
	d. Brush for cleaning jaws		

	e. Oil dropper		
	f. Wadding silver polish		
	g. Special lubricating oil		
	Note : Insulated outer sheath for all forceps and scissors		
	3.3 INSUFFLATOR		
	a) Fully automatic, electronically controlled gas fill		
	b) Flow rate of 20-30 litres per minute		
	c) Optical and acoustic warning signals in case of malfunction or excessive pressure		
	d) Connectible to medical gas pipeline		
	e) Control by keys on front panel		
	f) Clear and adjacent display of actual and preset flow rate, actual and preset pressure, gas consumed		
	g) Facility for filtering preheating of gas to body temperature		
	h) Facility for easy evacuation of smoke and mist		
	i) Memory for retention of previous pressure settings		
	j) Should include high pressure hose pin-index connection to smallbig cylinder with regulator, mains cord, silicone tubing set with luer lock, universal wrench and gas filter		
	3.4 CARBON DIOXIDE CYLINDER (type-B)		
	Large size cylinders with required regulators and connecting pipe to the insufflator (Type-B) – 2 nos		
	Gas tubing – 4		
	3.5 SUCTION-IRRIGATION UNIT		
	a) Pump for irrigation and suction		
	b) Maximum irrigation pressure 400 mm Hg		
	c) Suction pressure 0.75 bar		
	d) Control from control panel and/or foot pedal		
	e) Overflow protection on suction bottles		
	f) Accessories should include silicone tubings (2 nos), bacterial filter and bottles with cap		
	g) Irrigation suction flow rate should not be less than 2-5 L/min.		
	3.6 Sterilization/Disinfection Tray:		
	Disinfection/Sterilization tray with sieve, tray to lift Size: 27”X7”X5” (LXBXD) – 04 nos		
	3.7 **Formaline Chamber**		
	Formaline Chamber made of Virgin Acrylic 4.5mm thickness; size : 26”X8”X8” (LXBXH) with three tray, for sterilizing the laparascope&Hysterescope– 04 nos.		
	3.8 Suitable autoclavable plastic tray double tray for sterilization and storage for hand instruments of minimum 20 hand instruments preferably from OEM – 04 nos		
	3.9 CAMERA CONTROL UNIT & CAMERA HEAD		
	High definition Three chip Endoscopic camera system should have following features:		

	a) Digital HD technology		
	b) Progressive Scan		
	c) Camera control unit with three chip HD camera head having HD CCD chip of same aspect ratio of 16:9 and camera control unit should be able to produce following video output: DVI-D-2 nos, RGB-1 no. SDI – 1 no, S-VHS-2 nos, Composite Video – 1 no.		
	d) Three chip camera head should produce at head itself Pure Digital Signal with High Definition video (1920 * 1080P) with aspect ratio of CCD chip and video format of 16:9 or 16:10.		
	e) System should have Optical Zoom (F should not be less than 12 mm and upper range should not be less than 30 mm, 2 X) to enhance image size and focus lens/rings to make it fully soakable and waterproof.		
	f) System should be able to optimize all the settings and should be ready as soon as connected to camera control unit.		
	g) Three Chip Camera control unit should be compatible with all the tree chip camera head .		
	h) Should be compatible for remote controlled operation of various features		
	i) Camera should be suitable for both Laparascope, Hysteroscope&Resectoscope		
	j) Should have Integrated gain, shutter, Enhancement, white balance with brightness control.		
	k) All camera functions to be controlled from camera head buttons and through key board at camera control unit to make it controllable from both sterile and non-sterile zone		
	l) Technical Specification :-		
	Image Sensor CCD Chip		
	Pixels 1920 x 1080		
	AGC Microprocessor controlled		
	Lens F14-30mm		
	Video Outputs Composite to BNC, Y/C to S-VHS, RGB to D Socket, HDTV-DVI-D, DV for recording		
	Input Key Board for Character Generator, 5 pole Din		
	3.10 High Definition Medical Grade Monitor		
	Two Wide Screen Monitors having the following features:		
	a) HDTV Display in 16:10 HDTV format.		
	b) LCD/LED Crystal display		
	c) 26” High Resolution HD video Medical grade monitor – 2 nos		
	d) Resolution : 1920 x 1200 pixels		
	e) SDI/HD-SDI, Composite, S-Video RGB, DVI-D, VGA input, S-VHS – 2 nos, should also have same video output.		
	f) All required cables and connectors, which should be specified		

	g) TFT screen stand/Fixtures for connecting to pendant system/Ceiling Light Arm		
	h) Dustproof and Drip Water Protected		
	i) Fast response time: (5-12ms)		
	j) Number of colours: 16.8 million		
	k) Luminance: 500cd/m2, contrast ratio: 800:1		
	l) Vertical/Horizontal Viewing angle: 178 degree		
	3.11 LIGHT SOURCE		
	a) Xenon 300 watts		
	b) Manual and automatic adjustment of light intensity		
	c) Lamp life 500 hrs or more with at least one spare bulb		
	d) Display of lamp life/Bulb usage meter warning light		
	e) Standby mode with emergency lamp with visual indicator		
	f) Long (250 cm or more) fluid and fibre-optic light cable of diameter 4.8-5 mm		
	g) **Deleted**		
	h) Light weight		
	i) Certified for National International safety standard normal		
	j) Should be able to produce colour temperature of 6000K.		
	3.12 VIDEO- CART		
	a) Made of stainless steel / Epoxy coated metal		
	b) Portable on 4 antistatic dual castors, 2 with locking brakes		
	c) Required number of shelves for housing all the units of the set		
	d) Adjustable arm for fixation to either side for fixing the TFT monitor		
	e) One drawer unit with lock and key		
	f) Cable Manager		
	g) Power box with concealed wiring for providing electrical connections of proper rating to all the units		
	3.13 IMAGE MANAGEMENT SYSTEM		
	a) Documentation system for digital storage of still images, video sequences and audio files.		
	b) Latest processor & HDD, which should be specified		
	c) Largest possible RAM, which Should be specified		
	d) Integrated DVD/CD writer with maximum speed which should be specified		
	e) Compact key board with drape		
	f) Cordless mouse		
	g) All types of connecting cables (BNC, DVI) and connectors, which should be specified		
	h) zwith all connectors and connection cables (BNC, S-VIDEO(Y/C), VGA), which should be specified		
	i) Separate mobile cart with lock and key for housing all the components of the image management system		

	j) It should be medical grade with touch screen monitor.		
	3.14 VIDEO COLOR PRINTER/ LASER COLOUR PRINTER		
	i. For endovision camera and multi colour systems existing in country.		
	ii. Large colour prints of video images with outstanding quality at least 4 different Images can be stored and printed on one sheet.		
	iii. Memories at least 4 rame, should be compatible with any monitor and should be Supplied with all connecting cables, satisfying international quality controls, safety Norms and power supply		
	4. Technical Specification for Hysterescope&Resectoscope		
	4.1 Description of Function		
	4.1.1 The resectoscope is a hysteroscope with a built in wire loop (or other shape device) that uses high-frequency electrical current to cut or coagulate tissue. It allows surgery inside the uterus an organ without having to make an incision.		
	4.1.2 Hysteroscopy uses a hysteroscope, which is a thin telescope that is inserted through the cervix into the uterus for examination		
	4.2 Operational Requirements		
	4.2.1 Complete unit with Resectoscope and Hysteroscope is required		
	4.3 Technical Specifications		
	A) HYSTEROSCOPE TELESCOPES STANDARD –		
	a. **Operating and Contact-Hysteroscope Forward-Oblique Full HD Telescope 30°, enlarged view, magnification 1x, 60x, diameter 4.0 mm, length 30 cm, autoclavable, fiber optic light transmission incorporated,- 1 no**		
	b. Forward-Oblique Telescope 30°, enlarged view, diameter 4.0 mm, length 30 cm, autoclavable, fiber optic light transmission incorporated - 1 no		
	B) Diagnostic Sheath with obturator 5mm diameter for the above 4 mm Hysteroscope telescopes(item A), with luer lock adapter		
	C)Continuous irrigation Operative Hysteroscope Sheath with obturator, outer and inner sheath for the above 4 mm hysteroscope telescope (item A) with channel for semi-rigid 5/8 fr size instruments. Should have facility for self closing sealing system for precise irrigation.		
	D)Accessories		
	Hysteroscopy flexible / semi rigid instruments which should be adaptable to above sheath (item C), 5/8 fr. Diameter-		
	a. Foreign body grasping forceps.		
	b. Scissors-Scissors semi rigid, blunt tips, 5 Fr., length		

	33-36cm, single action jaws-2 nos		
	c. Scissors semi rigid, pointed jaws, 5 Fr., length 33-36cm, single action jaws, semi-rigid – 2 nos		
	d. Biopsy and Grasping forceps - Biopsy- and Grasping Forceps semi rigid, 5 Fr. , length 33-36cm, double action jaws -2 nos		
	e. Punch Forceps - Punch through Cutting semi rigid 5Fr, length 33-36cm- 2 nos		
	f. Tenaculam grasping forcep, semi rigid, size 5Fr, length 33-36cm 2 nos		
	g. Needle electrode and ball electode-Unipolar – high frequency cords of any make should be compatible with the above equipment		
	h. Bipolar vaporizing electrode – high frequency cords of any make should be compatible with the above equipment		
	i. Myoma fixation screw		
	j. Palpation probe		
	k. Polypectomy loop		
	E) Resectoscope including connecting tube for inflow and outflow for the above 4 mm hysteroscope telescope (item A)complete with continuous irrigation double sheath system, i.e outer flow and rotating inner tube with ceramic insulation distal tip,withobturator to be quoted along with working element and complete set of electrodes and 2 set of HF cables		
	All electrodes and Collin‟s knife to be bipolar/unipolar (as per requirement) to be quoted with appropriate cautery		
	ACCESSORIES FORRESECTOSCOPE FOR TCRE UNIPOLAR AND BI-POLAR SET		
	UNIPOLAR WORKING	Unipolar Working Element to be used with 26FR Resectoscope sheath: Motion by means of a spring. The thumb support is movable. Return of the loop is controlled by the thumb and in rest position the electrode should rest inside the operating sheath, to be used with 4mm hysteroscopy telescope	1 no
	CUTTING LOOP ELECTRODE FOR UNIPOLAR	Cutting loop 24 Fr	12 nos
	STRAIGHT CUTTING ELECTRODE FOR UNIPOLAR	Forward angle/straight cutting loop 24Fr	06 nos
	ROLLER COAGULATING ELECTRODE FOR UNIPOLAR	Roller electrode Cylindrical diameter 3mm, 24Fr	06 nos
	POINTED ELECTRODE FOR UNIPOLAR	Pointed electrode/Collines HF knife electrode, 24Fr	06 nos
	VAPOR CUTTING ELECTRODE UNIPOLAR	VAPOR CUTTING Electrode, 24Fr	06 nos

	SPIKE ELECTRODE UNIPOLAR	SPIKE Electrode 24Fr, size 3mm diameter, 24Fr	06 nos
	BIPOLAR WORKING ELEMENT SET	BIPOLAR Working Element to be used with 26Fr Resectoscope sheath: Motion by means of a spring. The thumb support is movable. Return of the loop is controlled by the thumb and in rest position the electrode should rest inside the operating sheath, to be used with 4mm hysteroscopy telescope. Should work in saline	01 no
	BIPOLAR CUTTING LOOP	BIPOLAR Cutting loop 24 Fr should work in saline	3 no
	BIPOLAR CUTTING LOOP SMALL	Cutting Loop 24Fr, bipolar, small should work in saline	3 no
	BIPOLAR ELECTRODE POINTED	Coagulating Electrode 24Fr, bipolar, pointed should work in saline	3 no
	BIPOLAR ELECTRODE BALL END	Coagulating Electrode 24Fr, bipolar, ball end should work in saline	3 no
	BIPOLAR LOOP STRAIGHT	Cutting Loop 24Fr, bipolar, straight should work in saline	3 no
	RESECTOSCOPE SHEATH FOR UNIPOLAR	Continuous Flow Resectoscope Sheath 26 Fr., including connection tubes for in- and outflow, 2 LUER-lock adaptors, diameter 8 mm, oblique beak, fixed inner tube, with ceramic insulation, for use with working element	2 nos
	RESECTOSCOPE SHEATH FOR BIPOLAR	Continuous Flow Resectoscope Sheath 26 Fr., for Bi-Polar, including connection tubes for in- and outflow, 2 LUER-lock adaptors, diameter 8 mm, oblique beak, rotating inner tube, with ceramic insulation, for use with working element should work in saline	1 no
	OBTURATOR	Obturator, for use with the Resectoscope sheath.	2 nos
	FIBER OPTIC CABLE	Fiber Optic Light Cable, diameter 3.5 mm, length minimum 300 cm	2 nos
	F) **Hysteropump**		
	o Suction and irrigation system for use in hysteroscopy		
	o Irrigation function is performed by electric pump		
	o Maximum parameters for hysteroscopy are automatically set		

	o Precise presetting of volume and pressure of suction and irrigation parameters via touch keys.		
	o Adjacent display scales for set values and actual value to ensure safe monitoring.		
	o To be used with pressure regulated from 0 to 200mm of Hg, and flow rate regulated from 0-500ml/min. Suction regulated to 0 to -50kPa. Power supply 100-240 VAC, 50/60 Hz, Mains cord.		
	o Connecting cable 100 cm, one pedal foot switch.		
	o hysteroscopic tubing set		
	o Suction and irrigation tube, antireflex surface with two way stop cock for single hand control.		
	o Suction bottle 1.5 l and 5 l, sterilizable with bottle stand and bottle stand holder.		
	o Silicon Tubing Set for suction ,sterilizable.		
	o Hysteromat should be from same manufacturer as of Hysterescope		
	5. Electrocautery compatible with Laparascope, Hysterescope&Resectoscope(Price to be quoted seperately)		
	1• Should have unipolar cutting and coagulation as well as bipolar cutting and coagulation modes and have the facility of blending cutting and coagulation in different ratios and degree –soft, standard and/ or forced coagulation and spray coagulation		
	2• Arc controlled cutting with a pre selectable power of maximum of 200 watts in both unipolar and bipolar modes		
	3• Arc controlled coagulation with a pre selectable power of maximum of 120 watts in both unipolar and bipolar modes		
	4• Auto stop function with automatic power – off on completion of coagulation process.		
	5• Automatic start function for bi- polar coagulation. Should be operable both in hand and foot mode and should have hand control switch on the handle of the electrode. Bipolar application with irrigation with sodium chloride		
	6• Endoscopy mode with reduced voltage out put for use with fine endoscopic electrodes.(microfunction)		
	7• It should have automatic read out panel to display current being used and actual output at distal tip of electrode, simple operation due to clearly arranged control with easy to read symbols		
	8• Should be compatible with under water operative procedures		
	9• It should have neutral electrode monitoring through a patient contact system.		
	10• It should have automatic high frequency power cut off by autocoagulation stop and autostart facility		
	11• The unit should have the facility of self testing for trouble shooting		

	12• Visual and acoustic signs of HF activation by different colored indicators and different acoustic tones for cutting and coagulating		
	13• Unit should have safety monitoring circuit in event of malfunction for output monitoring. Neutral electrode connection .Automatic self test and automatic power cutoff in event of malfunction. Ground leakage current(LF/HF) HF application time		
	14. Power supply 230VAC, 50/60 Hz.		
	15• The unit should be supplied with all standard accessories such as Electrode,Foot switch, Twin earth pad , bipolar forceps with Cord, Electrode Handle with switches , neutral plate, ball electrodes, Loop electrodes, variable output power for all types of currents		
	6 System Configuration Accessories, spares and consumables		
	6.1 System as specified		
	6.2 ACCESSORIES:- All Possible accessories of the equipments should be quoted. The specific accessory and its quantity will be decided on the basis of actual requirement		
	6.3 The system should be capable of accepting standard accessories of major international brands, which should be specified and for which suitable adaptor, if required, is to be provided		
	6.4 The codes and rates of all relevant individual accessories should be quoted separately with clear mention of period of validity of rates		
	6.5 Cautery system should be upgradable for vessel sealing device		
	7 Environmental factors		
	7.1 The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%		
	7.2 The unit shall be capable of operating continuously in ambient temperature of 10-40deg C and relative humidity fo 15-90%		
	8 Power Supply		
	8.1 Power input to be 220-240VAC, 50Hz fitted with Indian power-plug		
	8.2 UPS for all systems of adequate rating for power supply to the system for 60 minutes.		
	9 Standards & Safety		
	9.1 Should be USFDA or European CE or BIS approved product		
	9.2 Manufacturer and Supplier should have ISO certification for quality standards		
	9.3 Electrical safety conforms to standards for electrical safety IEC 60601-1 General Requirements (or equivalent BIS Standard)		
	9.4 Shall meet internationally recognized standard for		

	Electro Magenetic Compatibility (EMC) for electromedicalequipment : IEC-60601-1-2 :latest edition Or Equivalent BIS) or should comply with 89/366/EEC; EMC-directive as amended		
	9.5 Certified to be complaint with IEC 60601-2-2 Medical Electrical Equipment part 2-2: Particular requirements for the safety of equipment mentioned above – wherever applicable		
	10 Training		
	10.1 Comprehensive training for staff of user department and support services till familiarity with the system.		
	10.2 Training of two faculties from each consignee to be provided		
	11 Documentation		
	11.1 Product Literature in original along with that of accessories and indigenous components if any Photocopies/computer generated copies are not acceptable		
	11.2 Statement of compliance with tender specification with clear and unambiguous links to relevant portions of product literature/authentic document, which should be highlighted. Alternatives provide for noncompliant specification with justification must be described in details with supporting literature		
	11.3 Certificate of Compliance with standards and approvals stated above		
	11.4 Certificate of manufacturer/principal regarding authorization of service facility provided by the supplier		
	11.5 List of important spare parts and accessories, which are required for maintenance and repair, with their part number and costing.		
	11.6 Commitment for supply of log book with check list for daily, weekly, monthly and quarterly preventive maintenance with contact details of service personnel along with the equipment. The job description of the hospital technician and company service engineer should be clearly spelt out in the log book		

Sch. 14

Operation Theatre table – Gynecology

A. General operating table features: Multipurpose electro hydraulic with manual override mobile Table with divided leg section suitable for all major surgical procedures, complete with 5cm mattress and corded handset
1. Full-length radio-translucent top.
2. 4 or 5 sections tabletop, which should be made of a special scratch resistant, hardwearing and easy to clean material. Base column cover to be made of 100% stainless steel alloy and stainless steel.
3. **Removable head and leg sections to suit different applications.**
4. 100% Kidney Bridge position should be obtained without moving the patient, through remote

Control by using extension/break function.
5. Battery powered, with facility for connection to mains electricity for immediate use. Battery Exhaustion protection and low battery warning via an audible „beep"/display indicator should be available.
6. Table should not have a thread/sharp edge for ensuring proper cleaning and user safety.
7. Mattress should be of high quality that spans tabletop break for improved patient support. Its depth should be 50mm. Mattress must be Latex free.
8. The robust handset should offer 8 controls namely Trend. /Reverse Trend, Lateral Tilt, Flexion/ Extension and Height functions.
9. Brakes, 4nos Wheels
10. Table should have a narrow T-shaped base allowing optimum access and greater stability.
11. Table should have offset slim-line column, with S.S. Inverted telescopic covers, for superior imaging and access.
12. It should have a stable construction with 4nos Wheels of the base with large twin-disk castors for easy motion and manoeuvring (base braking by locking the twin-disk castors at the head end via a central foot pedal/ Hand control)
13. The table top should not be fitted with transverse members casting shadows on the X-ray images except for the release brackets for adjustment on either side.
14. The Table should be operated by the following operating elements: corded hand control, Manual override panel with manual override facility.
B. Electrical specification:
Special-design, maintenance-free rechargeable batteries with capacity for about a week"s use in the operating room.
Recharging of the batteries and supply of the operating table by means of a mains cord
Nominal mains voltage (selectable) 220/230-240V AC via mains cord with inbuilt stabilizer
C. Technical Data:
Length : 2000-2100 mm
Width : 550-600 mm
Minimum height (without mattress) : 600± 50 mm
Maximum height (without mattress): Minimum of 1050 mm
Maximum lateral tilt: 20-30 deg. (either side)
Trendelenburg: atleast 25deg
Reverse Trendelenburg : atleast 25deg
Head section adjustment : ±40-45 deg.
Leg section adjustment: +10 deg; to -90 deg
Break (extension) position : 200-220 deg
Break (flexion) position : 110-130 deg
Cranial & caudal traversing: 200-300 mm
Back section adjustment: 40-80 deg
Maximum patient weight : 250 kg or more
Technical Specification-
Accessories
Arm board – 2
Lithotomy leg holders "Geopel type" (adult and paediatric)-1set each
Body strap- 3
Anesthesia screen with clamps- 2
Side supports with clamps – 2
Knee crutches with clamps – 2
Clamp, rotary- 4 pc
Clamp, circular - 4 pc
Accessories stand, mobile on castors- 1 pc
Arm support, perplex -2 pc

Clamp for locking X Ray cassette -1
Accessories for operating in prone position
The table should be US-FDA /European CE with 4 digit notified body or EC declaration of Conformity along with ISO 13485 /BIS approved product
Demonstration should be arranged at HITES office Noida/Bhopal within 20 days from the date of techno-commercial tender opening.
The IEC certificate namely IEC 60601-1, IEC-60601-1-2, IEC 60601-2-46 along with full test report as per IEC guideline for the quoted model should be submitted from anyone of the labs mentioned below TUV, SGS, Intertek, UL, SAMEER, Bharat Test House, Astute Labs or from the labs in their country of origin.

SI NO.	Sch. 15 DELIVERY BED
	1 Description of Function
	1.1 Delivery bed is used for Baby Delivery and should incorporate ideal blend of the patient's individual requirements on comfort and the professional needs of the delivery team, focusing on the esthetic and functional design of the entire product.
	2 Operational Requirements
	2.1 Delivery bed should be supplied with all accessories as mentioned in the technical specifications.
	3 Technical Specifications
	3.1 Delivery Bed Should have following essential specifications:
	1•**It should have control devise for making height (44cm to 90cm) and back adjustments.[manual as well as remote control].**
	2• It should have collapsible side rails
	3• **It should have three sectional mattress and seat section should have large perineal cut. The mattress thickness should be 50mm or more.**
	4• **Head board and food section can be detached or slides and stores under the bed.**
	5• **Should have wheels (dia- 6" or 8") provided with locking system.**
	6• **Should have retractable foot section with indication for locking, so as to convert bed into table.**
	7• Should have infusion rods which have adjustable heights, quick release and attaches to all corners of bed.
	8• Should have adjustable leg rests available as an accessory
	9• Should have push grip handles
	10• Should have sliding stainless steel bowl at perineal part of table
	11• It should have catheter bag holder which can be attached on either side of bed
	13• It should have adjustable foot supports for nursing staff
	14• It should be easy to clean, sterilize (especially blood stains) and maintain
	15. Frame should be of epoxy powder coated steel
	16.**Dimensions - Length: Minimum 180 cm and width: Minimum 75 cm**
	4 System Configuration Accessories, spares and consumables
	4.1 All consumables required for installation and standardization of system to be given free of cost.
	5 Environmental factors
	5.1 The unit shall be capable of operating continuously in ambient temperature of 10-40 deg C and relative humidity of 30-90%
	5.2 The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 15-90%
	6 Power Supply
	6.1 Power input to be 220-240VAC, 50Hz fitted with Indian plug
	6.2 UPS of suitable rating with voltage regulation and spike protection for 60 minutes back

	up.
	7 Standards, Safety and Training
	7.1 Should be CE or US FDA or BIS
	7.2 Manufacturer should have ISO certification for quality standards.
	7.3 Comprehensive training for lab staff and support services till familiarity with the system
	8 Documentation
	8.1 User/Technical/Maintenance manuals to be supplied in English
	8.2 List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual
	8.3 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.
	8.4 List of important spare parts and accessories with their part number and costing
	8.5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
	Added Para:
	1. Pelvic tilt: – 15 degree.
	2. Should have easy slide calf supports swing into correct positional lock with single lever.
	3. Should have CPR release.
	4. Weight capacity: 200 (Approx)

SI NO.	**Sch. 16** **CAESERAN SET**	
	Item	**Qty per set**
1	* BP Handle No.04	2
2	DEbakey Forceps plain 8” atraumatic tissue forceps	4
3	* DEbakey Forceps toothed 6” atraumatic tissue forceps	4
4	* Adson Forceps plain 5”	2
5	* Adson Forceps toothed 5”	2
6	* Metzenbaum Scissor Stght 8” (TC TIP)	2
7	* Metzenbaum Scissor Cur 8” (TC TIP)	2
8(i)	* Kocher Artery Forceps Stght 7”	4
8(ii)	Haeny Mod Cur 8” Hysterectomy Clamp ”	4
9(i)	* Babcock Tissue Forceps 6”	2
10(i)	* Allis Tissue Forceps 6”	6
11	* Artery Forceps Cur 8” long	6
12	* Artery Forceps Cur 6” Medium	6
14	* Doyen‟s Retractor Large & Medium	1 each
15	* Langenback Retractor 11x35mm	1
16	Heavy Straight Scissor S.S./Sharp 8”	2
17	* Needle Holder 8” & 6” (TC TIP)	01+1
18	* Kidney Tray 8” S.S.	2
19	* Bowl S.S.	2
20	Green Armytage X‟s series	4
21	* Artery Forceps str 6”	2
22	* Right Angle Artery Forcep MIXTER 8”	2
23	* Sponge Holding Forcep 8"	6

24	* Suction Tip Pool Stght 8mm All S.S.	1
25(i)	* Cross Action Towel Clips Engl.Mod. Angled 3.5”	4
25(ii)	* Cross Action Towel Clips Backhaus 3”	1
26	Wrigley Outlet Forceps	01 set
	Instruments should be of High quality stainless steel, corrosive resistant & reusable, and rust free	
	Demonstration of all the instruments is must as & when required	
	All instruments should be US FDA or European CE or BIS approved	

	Sch. 17 **Echo Cardiography machine**
1	The system must be latest generation, highest end & technologically advanced Digital 4D (Live 3D) echocardiography system.
2	System must be offered with a minimum of 8.5 lac or more digital processed channels. Original technical data sheet should be enclosed in technical bid to support the number of channels on the system. If not mentioned, please attach a letter from the manufacturer along with the technical bid clearly stating the digital processed channels of the offered system.
3	System must have adult cardiology transducer with either single crystal technology or pure wave technology or matrix or Hanafy Lens technology for excellent gray scale image quality on difficult to image patients. Please mention the technology used in the transducer. Original technical data sheet should be enclosed in technical bid to support the crystal technology.
4	System must be offered with a minimum 19 inches high-resolution flat panel medical grade display monitor with nearly infinite position adjustments. Company should provide wider monitor if available.
5	System should have at least three imaging universal active probe ports with electronic switching facility from keyboard without probe adapter.
6	System should be capable of supporting second-generation 4D (Live 3D) matrix transducer capable of supporting a minimum of 2000 elements for exceptional 4D (Live 3D) echo, 4D (Live 3D zoom), triggered full volume and triggered 3D color volume with electro cautery suppression.
7	System should support broadband probes spanning a frequency of 1-10MHz.
8	System must be offered with Speckle reduction imaging: Image processing technique to remove speckles and clutter artifacts.
9	System should have 4D (Live 3D) echocardiography capabilities with color flow imaging.
10	System should be capable of scanning depth of 30cm. scanning depth should be clearly mentioned in the technical quote if not mentioned please attach a letter from the manufacturer along with the technical bid clearly stating the scanning depth of 30cm in the offered system.
11	Should be able to perform advanced quantification measurements like strain & strain rate quantification. Should measure the myocardial velocity and derives the strain rate and strain . In addition to the Tissue Doppler based strain system should have 2D based strain like VVl, AFI, and TMQ should be offered. These should be offered both on the system and on a licensed workstation. OFF Cart workstation (both licensed hardware and licensed software) should be quoted and highlighted in the technical bid.
12	System should be offered with user-friendly high-resolution user interface touch panel of minimum size of 10-11inches or intuitive keyboard. User friendliness will given preference.
13	The system should have the facility of displaying the three planes of the 3D data set. Contrast harmonic imaging should be offered as standard on the system, with optimization for low and high MI applications.
14	Integrated stress echo facility to perform stress echo exams.

18	Should be supplied with online UPS and Printer
15	Should have platform with the latest technology of Real Time Compound Imaging Technology with multiple transmitted lines of sight, wherein Multiple Coplanar Images from different viewing angles are obtained and combined into a single compound imagines at real-time frame rates for improved visualization. Should demonstrate and show multiple transmitted line of sight in linear probes.
16	Should be provided with Adult Transthoracic 3 D probe - 2nos Adult Transesophageal 3D probe -1 Nos(Optinal) vascular Probe- 01 Nos
17	The system should be US FDA or European CE/BIS approved.

	Sch. 18 **Echocardiography machine Portable(3D Digital Trolley base)**
	Display 12" cm LCD
	All-digital broadband Dynamic range Up to 165 dB Gray scale 256 shades
	Comprehensive tool set IMAGING MODES 2D / Tissue Harmonic Imaging / M-Mode Velocity Color Doppler / Color Power Doppler PW, PW Tissue Doppler and CW Doppler angle, correct after freeze
	IMAGE PROCESSING:-Imaging, Duplex Imaging, 2x pan/zoom capability, Dynamic range and gain
	MSK USER INTERFACE AND REMAPPABLE CONTROLS to drive advanced features Programmable A and B keys: each can be assigned by the user for increased ease of use Low profile keyboard, sealed completely to edge for maximum infection control Track pad with select key for easy operation and navigation
	Doppler controls: angle, steer, scale, baseline, gain and volume Image acquisition keys: review, report, clip store, save Dedicated AutoGain and exam keys to allow quick activation
	Color controls: size/position, angle, scale, baseline and invert TRANSDUCERS Broadband/Multifrequency
	Linear Array-01 Nos
	Curved Array- 1 Nos
	Phased Array/Transthoracic probe - 1 Nos
	APPLICATION SPECIFIC CALCULATIONS
	volume flow, percent diameter and area reduction, Lt/Rt CCA, ICA, ECA, ICA/CCA ratio, peak trace, ICA/CCA ratio, patient report, HR, Bulb, Vertebral Artery, TAP Cardiac: LVO, Automated Cardiac Output package and patient report including: ventricular, aortic and atrial measurements; ejection fraction, volume measurements, Simpson's rule, continuity equation, pressure half-time and cardiac output; IVC Collapse Ratio, LA/RA Volume, TAPSE, PA AT, TV E, A, PHT, TVI, MV time, Pulm Veins, LV Mass, TDI e', TDI a', HR, dP:dT, Qp/Qs Ability to view EF and FS simultaneously Transcranial Doppler (TCD): Complete TCD package including Time Average Peak (TAP)
	Should be provided with printer facility (External/Internal)

Sch. 19 **Treadmill Stress Test System (TMT)**
S.N. Description of function
1.1 In this system the patient exercises on a treadmill according to a standardized protocol and the cardiac abnormalities can be studied under stress conditions which we may miss under resting
S.N. Operational requirements
2.1 The Treadmill Stress Test System should be complete with acquisition of resting and stress ECG, Treadmill Unit with interface with all the protocols and provision of printing the resting as well as Stress ECG and analyzing the same.

2.2 Should be able to be interfaced to Hospital Information System/ LAN/WLAN
S.N. Technical Specifications
3.1 Should acquire and analyze 12/15 simultaneous ECG Leads
3.2 Should have facility for display of all 12/15 leads real time Rhythm ECG on screen
3.3 Should have facility of on line storage of patient ECG data. Storage of at least 500 patients on HDD. In addition the storage on floppy drive or CD should be possible
3.4 Updated medians with elimination of artifact ectopy and aberrancy in all leads
3.5 Filters with facility to eliminate artifact due to respiration muscle/noise, AC interference, baseline wandering without compromising/distortion in ST segment changes
3.6 Should have facility to do the reanalysis of stored ECG report with reanalysis of the current stress report by changing the measurement point i.e. E, J and post J points
3.7 The monitor should display auto comparison of resting versus current lead of maximum ST depression separately with color coded protocol, stage, clocks for elapsed time, total time, Target HR, Treadmill speed & grade, PVC counts/minute, warning messages & prompts, lead check torso.
3.8 The system should have user defined report generation in different formats including the ST/HR loops and ST/HR index up to 15 leads formats for close diagnosis.
3.9 Should have facility for 12 lead resting electrocardiogram with full interpretation
3.10 Should have provision of software driven, user programmable exercise protocols or standard protocols. Facility should be available for choice for both staged and ramp protocols
3.11 System should print comprehensive final report on a minute by minute record of ST segment changes ST segment trend plot and acceleration of ST segment
3.12 Display should have facility to amplify a normal gain along with a sample of resting ECG complex for close test.
3.13 System should have dynamic scan facility to display automatically the worst ECG lead
3.14 Signal acquisition from patient and analysis should be performed at the patient itself to eliminate the environmental noise
3.15 Automatic arrhythmia detection and documentation
3.16 Facility for display of processed ECG vectors after signal averaging allowing view of artifact free ECG complexes.
3.17 Should have beat to beat online storage and event review
3.18 System should be able to provide the real time printing by auto or manual mode in desired formats. Writer resolution should be thermal 1000 line/sec x 200 dpi for printing
3.19 System should have automatic noise free programmable treadmill FDA/CE/BIS approved/certified.
3.20 System should be able to be integrated with HIS/LAN/WLAN
3.21 Should be able to transfer data through modem card(optional)
3.22 The treadmill should always start from 0 mph and has load capacity of 450 lbs. And speed range of 0-13.5mph and elevation 0-25% and should have facility to run the self-calibration programme. Treadmill should have minimum 60" walking surface
3.23 Treadmill should have two stop modes with digital Microprocessor control, including one patient activated stop mode. The same should be interfaced to the main analysis system
S.N. System Configuration Accessories, spares and consumables
4.1 Stress Test System -01
4.2 Treadmill -01
4.3 Interface cable -01
4.4 Printer -01
4.5 Patient cable -02
4.6 Body wear -01
4.7 Paper -1000 A4 Sheets/ standard ECG paper recording
4.8 Any standard accessories required for running the system
4.9 UPS of requisite strength with standby for 30 minutes.

4.10 Should be supplied with computer and printer
The system should contains all the above accessories in Integrated or as separate accessories
S.N. Environmental factors
5.1 The unit shall be capable of operating continuously in ambient temperature of 10 -400 C and relative humidity of 15-90%
5.2 The unit shall be capable of being stored continuously in ambient temperature of 0 -500 C and relative humidity of 15-90%
5.3 Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.
S.N. Power supply
6.1 Power input to be 220-240VAC, 50Hz, appropriately fitted with Indian plug
6.2 Resettable over current breaker shall be fitted for protection
6.3 Suitable Servo controlled Stabilizer/CVT
6.4 UPS of suitable rating conforming to IS-302 shall be supplied for ECG/computer system
S.N. Standards and safety
7.1 Should be FDA or CE approved product
7.2 Electrical safety conforms to standards for electrical safety IEC-60601-1 General Requirements and IEC-60601-2-25 Safety of Electrocardiograms . (OR EQUIVALENT BIS Standard)
7.3 Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450
7.4 Manufacturer should have ISO certification for quality standards.
S.N. Documentation
8.1 User manual in English
8.2 Service manual in English
8.3 List of important spare parts and accessories with their part number and costing.
8.4 Certificate of calibration and inspection from factory.
8.5 Log book with instruction for daily , weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out
8.6 List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual

Sl No	**Sch. 20** **Haemodialysis Machine**
1	**Description of Function**
1.1	Haemodialysis is a method for removing waste products such as potassium and urea, as well as free water from the blood when the kidneys are incapable of this (i.e. in renal failure). It is a form of renal dialysis and is therefore a renal replacement therapy.
2	**Operational Requirements**
2.1	Machine should have facility for Bicarbonate,Dry powder, Sequential dialysis(Isolated UF)
2.2	Upgradable to future software developments and can be linked with Patient Data Management System
2.3	The blood pump should run even in the absence of water or dialysate flow.
3	**Technical Specifications**
3.1	Should have facility for conventional and high flux dialysis.
3.2	Machine should have two bacterial filter (Pyrogen filters) one at water inlet and one before water going to dialyser
3.3	Battery back-up for 20-30 minutes to run complete machine with heater supply
3.4	Should have Na, Bicarbonate and UF profiling
3.5	Dialysate temperatures selectable between 35 degrees C to 39 deg. C
3.6	Variable conductivity setting between 13 to 15ms/cm
3.7	Should have variable dialysate flow 300-800 ml/mt
3.8	Should have facility to show trends curve of all parameter for 15-20 minutes

3.9	Heparin pump with syringe sizes up to 10m or 20ml
3.10	Stroke pressure operated short term single needle dialysis
3.11	Ultra filtration 0.1 to 4 litres/hr. The in and out fluid circuit must be separated so that there is no chance of contamination in the event of membrane rupture.
3.12	Treatment parameter should be displayed by graph and digitally both
3.13	Should have integrated heat (80 deg.C) and chemical disinfection facility.
3.14	Should have accurate feedback control conductivity mixing technique.
3.15	Should have drain facility.
3.16	Should have accurate UF control by flow measurement technique.
3.17	All important data should be pre-set so that machine can be used anytime without feeding data every time
3.18	Should have automatic self-test facility
3.19	Should have auto ON/OFF Facility
3.2	Should have touch button screen/ touch screen
3.21	Easy to service, troubleshoot and calibrate
3.22	Machine can be connected to computer to feed all data and trouble shoot whenever any problem
3.23	Blood pump rate from 50-500 ml/min adaptable to standard, A-V bloodlines
3.24	Ability to monitor pulse rate and NIBP with graphic and tabulated trends.
3.25	Audio visual alarms on limit violation of conductivity, blood leak, air leak,transmembrane pressure alarms, Dialysis temperature alarm, dialysis can empty alarm, end of disinfection alarm by pass alarm and blood pump stop alarm
3.26	Alarm for reverse Ultrafiltration.
3.27	TMP monitoring should be displayed
3.28	Built-in device for measurement and monitor of effective urea clearance (K) dialysis dose (Kt/V), and plasma sodium (Na) automatically during treatment.
3.29	The measurement of effective urea clearance (K), dialysis dose (kt/V and plasma sodium (Na) shall be preformed in non-invasive, real-time mode without additional disposable required during treatment.
3.30	All important data be pre-settled so that machine can be used without feeding data every time
4	**System Configuration Accessories, spares and consumables**
4.1	System as specified-
4.2	All consumables required for installation and standardization of system to be given free of cost.
4.3	20 no. Each polysulfone, dialyzers and tubing's
4.4	UPS of suitable rating with voltage regulation and spike protection for 60 minutes back up.
5	**Standards, Safety and Training**
5.1	The unit should have US FDA or European CE with four digit notified body number certificate and certificate to be submitted.
5.2	Comprehensive training for lab staff and support services till familiarity with the system.

SN	BOQ	Qty	UOM
1	Haemodialysis Machine as specified	1	Nos
2	polysulfone dialyzers and tubing's	20	Nos each
3	UPS of suitable rating	1	Nos
4	Suitable RO plant 250 Liter capacity	1	Nos

Sch. 21
EMG and nerve conduction velocity machine

1 Description of Function

1.1 Electromyographs detect, process, and record the electrical activity of the skeletal muscles .EP graphic recorders measure and document the brain's electrical response to visual, auditory, or somatosensory stimuli.Electromyographs test the functional ability of peripheral nerves by using integral stimulators to measure nerve conduction velocity (NCV), the rate at which a nerve can carry a signal from the point of stimulus by an electrode to the muscle that it innervates.

2 Operational Requirements

2.1 EMG System complete with EP recorders and all software and hardware is required.
3 Technical Specifications
3.1 1) Minimum 4 channel system with optical isolation with Ethernet connection for connecting to either to desktop system or laptop system for portable use.
2)Motor NCV with automatic marking
3)Sensory NCV with automatic marking
4)F wave with split screen display with automatic marking of F responses showing the Max F, Min F and % F values.
5)H reflex & Blink reflex
6)Repetitive nerve stimulation
7)Insertional/Spontaneous EMG recording for minimum 600 secs on hard disk or unlimited buffer storage
8)EMG replay of minimum 600 sec of stored data from hard disk with audio and store in AVI format for review on any Windows Media Player PC.
9)Single Motor unit Analysis.
10)Sympathetic skin response
11)Somato sensory evoked potentials (Upper, lower , Dermatomes)
12)RR Interval program with programs for stand/sit/supine position & Heart rate variability calculations
13)Auditory evoked potentials: BAER , AEP programs
14)The software should have facility to measure the Patient Hearing Threshold before running the BERA test.
15)The software should be capable of Grand averaging of the responses for better signal quality for BERA recordings.
16)Auditory headphones with clicks, bips and tones
17)Visual evoked potentials: Pattern reversal VEP
18)16” VEP monitor for visual evoked potential
19)Common mode input impedance > 1000Mohm
20)Low filter to be varied from 0.05 Hz - 500Hz or Higher
21)High filter to be varied from 30Hz - 5KHz or Higher
22)Gain to be varied from 0.5 ms/div to 1000 ms/div
23)Constant current stimulator with current variable from 0 to 100mA with increments of 0.5mA and pulse duration to be varied from 50µs - 1000µs with 50µs increments.
24)Software adjustable notch filter
25)The electrical stimulator should have controls for stimulus delivery, intensity, store, reverse polarity button and two programmable buttons preferred by user
26)The base unit of the system should provide all the controls for performing the test, switching to other test protocols and review of the test with control knobs for sensitivity, gain, marking cursors, pulse width etc.In-built comprehensive nerve/muscle directory
27)Automatic report generation and grammatically frame the sentences and print in the report.
28)The software should be supplied with Normative data for computation and online comparison with test values
29)The software to have facility to quickly review the complete summary of the all the acquired traces and tabulate the results without need to go in each and every test protocol.
30)The software should have also facility for Left vs Right comparison in NCV,F,H and Evoked potential tests.
31)The software should have Live monitor window to view the raw signal of the data before acquiring or storing on the system.
32)The system should be supplied with branded Pentium Core 2 Duo Processor 2.7 GHz, 512 MB RAM, 120 GB Hard Disk, 15” flat panel TFT /LCD monitor, DVD Writer, Laser Printer, UPS and

CVT, Trolley & Electrode starter kit.
32)The system should have Quantitative EMG with Multi MUP, Interference pattern with online cloud plot, Single fiber EMG with Histograms, Motor unit number estimation, P300, Reflex hammer, Skin temperature probe.
4 System Configuration Accessories, spares and consumables
4.1 System as specified
4.2 The system should include:
Branded PC with at least 15“ TFT or notebook,
DVD-RW drive, ink jet printer, WINDOWS
Trolley
complete set of electrodes
Amplifier and up to 2 electrical stimulators
AEP click stimulator with headphones,
VEP stimulator 17“monitor
5 Environmental factors
5.1 Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.or should comply with 89/366/EEC; EMC-directive.
5.2 The unit shall be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90%
5.3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%
6 Power Supply
6.1 Power input to be 220-240VAC, 50Hz fitted with Indian plug
6.2 UPS of suitable rating with voltage regulation and spike protection for 60 minutes back up.
7 Standards, Safety and Training
7.1 Should be USFDA/ European CE/ BIS approved product
7.2 Shall meet IEC 60601-2-040 Safety requirements - Part 2-040: Particular requirements for Electromyographs and Evoked Response Equipments
7.3 Manufacturer should have ISO certification for quality standards.

Sch. 22
Non-invasive ventilator

1	The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 15-90%
a	IPAP: 4 to 25 cm
b	EPAP: 4 to 25 cm
c	Breath rate: upto 30 BPM with spontaneous for time mode
d	Timed inspiration: 0.5 to 3.0 sec
e	**Rise time: 150 to 400mSec**
2	Mode:- CPAP with PS, Biphasic pressure control, apnea backup
3	System with leakage compensation.
4	System should be supplied with all reusable accessories
5	Power input to be 220-240VAC, 50Hz fitted with Indian plug
6	Should have US FDA or European CE with four digit notified body number certificate and certificate to be submitted.
7	Comprehensive training for lab staff and support services till familiarity with the system
8	User/Technical/Maintenance manuals to be supplied in English.
9	List of important spare parts and accessories with their part number and costing.

10	Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.		
	Battery backup of 1 hour or more		
	BOQ	**Qty**	**UOM**
1	Non-invasive ventilator with standard accessories	1	No
2	**Reusable Masks with all sizes (Oral & Nasal) small, medium, large**	**2**	**sets each**

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

   a) Comprehensive Warranty as per Conditions of Contract of the TE document for complete Equipment from the date of installation, commissioning and handing over of equipment to Hospital/Institution/Medical College.

   b) 95% up time Warranty of complete Equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.

   c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

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

3. Training:

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

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:
   a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for the period as specified in the List of Requirement on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/service/operational manual, but at least once in six months during the CMC period
   b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
   c) Deleted.
   d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
   e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
   f) Deleted
   g) All software updates should be provided free of cost during CMC.

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

Turnkey / Site Modification Work (wherever applicable):

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

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

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

Note 1: Bidder's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The bidder is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

Note 2: General: Bidders are requested to make sure that Electrical Safety Analyser/ Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment. If the Electrical Safety Analyser/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note 3: Supplier should provide adequate training of personnel and supply only non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

Note 4: Training shall be given to the doctors, nurses, operators with proper training material, adequate operating manual & preliminary troubleshooting.

SECTION – VIII
Quality Control Requirements

Proforma for quality control of the manufacturer(s)

Tender Reference No.
Date of opening
Time
Name and address of the Bidder:
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. e-mail address
- d. telephone number
- e. fax number

02 Plant and machinery details
03 Manufacturing process details
04 Monthly (single shift) production capacity of goods quoted for
- **a. normal production capacity: (Indicate the qty)**
- **b. maximum production capacity : (Indicate the qty)**

05 Total annual turn-over (value in Rupees)
06 Quality control arrangement details
- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

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

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

Signature and seal of the Bidder

SECTION – IX

Qualification Criteria

01. The Bidder must be a Manufacturer or its authorized agent.

02. (a) The manufacturer should have successfully executed at least three (**03**) supply orders/ contracts during last three years from the date of Tender opening, for the similar equipment performing similar functions and meeting major specification parameters of the quoted item, which is functioning satisfactorily in India.

(b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India of the same manufacturer.

Note:

1. In support of 2 (a) & 2(b), the Bidder shall furnish Performance statement in the enclosed Proforma 'A'. The manufacturer as well as the Bidder shall furnish Satisfactory Performance/ installation Certificate in respect of above, duly translated in English and self-certified along with the tender.

2. The Bidder shall furnish a brief write-up, 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 Bidder shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

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

4. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.

Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."
Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

NOTE:

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

2. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'. The manufacturer (Tenderer)/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.

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

4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should

circumstances warrant such an assessment in the overall interest of the Purchaser.

5. The bidder should submit the manufacturer's production capacity, meeting the quantity requirement and delivery schedule requirement of this tender document along with the details asked for in SECTION –VIII: Quality Control Requirements .

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

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last five years from the date of tender opening)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Bidder : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services (Model details, if any)	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach end user certificates as per format annexed)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

**** The documentary proof will be certificate(s) from the consignee(s)/end user(s) with cross-reference of order no. and date in the certificate duly self certified by the bidder 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

HLL Infra Tech Services Ltd,,
B-14A, Sector-62, Distt.
Gautam Budh Nagar, Noida – 201307, UP

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 attached herewith and made part of this tender.

If our tender is accepted for Rate Contract, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the Supply Order placed against the Rate Contract.

We further confirm that, if supply order is placed on us against Rate Contract, 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 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 statutory Authorities as per govt. rules/procedures.

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

Price to be filled in the relevant field of Price Format in Excel provided in the e-tendering portal.

SECTION – XII

QUESTIONNAIRE

Fill up the Techno-Commercial Compliance Sheet Bid provided in spreadsheet (Excel file) and upload in the C-Folder

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Techno-Commercial Compliance Sheet. 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 scanned 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, their tender is liable to be ignored.

Note: *The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer's indicating uniform unit rates) and List of Consumables with prices can be uploaded in the Notes & Attachment under Rfx information (Please note, in the separate Notes & Attachment provided under Rfx information and not in the C-Folder Notes & Attachments).*

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Bidder") 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 Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Bidder 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
HLL Infra Tech Services Ltd,
B-14A, Sector-62, Distt. Gautam Budh Nagar,
Noida – 201307, UP

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, subsequently negotiated and process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

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

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

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

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

Yours faithfully,

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

[*Name & address of the manufacturers*]

Note:

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
CEO,
HLL Infra Tech Services Ltd,
B-14A, Sector-62, Distt. Gautam Budh Nagar,
Noida – 201307, UP

WHEREAS _____*(Name and address of the supplier)* (Hereinafter called "the supplier") has undertaken, in pursuance of supply order 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 upto ____*(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 FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No._____ dated_____
Between

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

(Name & Address of the Supplier)

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

In continuation to the above referred contract, the Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

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

a) Total value (in figure) _____ (In words) _____
b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from_____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next ___ years as contained in the above referred contract on yearly basis for complete equipment and Turnkey (if any).
d) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
f) All software updates should be provided free of cost during CMC.
g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5% of the cost of the Equipmentas per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the Equipment as per contract) shall be payable to the Consignee.
i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the Consignee. The payment will be made in Indian Rupees.
j) **Paying authority:** _____ (name of the consignee i.e. authorised official)

_____

(Signature, name and address
of Institute 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)

To,
M/s

This is to certify that the goods as detailed below have been received duly inspected in good condition:

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

Copy to,

1. M/s HITES
2.

SECTION – XVIII

FINAL ACCEPTANCE CERTIFICATE

(To be given by the Consignee)

No_____ **Date_____**

To
M/s *(Name & address of supplier)*
_____
_____

Subject: Certificate of commissioning of Equipment/plant.

This is to certify that the Equipment/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. 2 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/RailwayReceipt/ Goods Consignment Note no. _____ dated _____

(f) Name of the vessel/Transporter:_____

(g) Name of the Consignee:_____

(h) Date of handing over the site for installation by the consignee _____

(i) Date of commissioning and proving test:_____

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

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

- The proving test has been done to our entire satisfaction and operators have been trained to operate the Equipment(s)/plant(s).
- The supplier has fulfilled its contractual obligations satisfactorily ##

or

- The supplier has failed to fulfil its contractual obligations with regard to the following:
  - He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
  - He has not supervised the commissioning of the Equipment(s)/plant(s)in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the Equipment(s)/plant(s).
  - The supplier as specified in the contract has not done training of personnel.
  - The extent of delay for each of the activities to be performed by the supplier in terms of the contract is
  - The amount of recovery on account of non-supply of accessories and spares is given under Para no. 2.
  - 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:

1) *He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.*
2) *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).*
3) *Training of personnel has been done by the supplier as specified in the contract.*
4) *In the event of documents/drawings having not been supplied or installation and commissioning of the Equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.*

SECTION XIX

FORM OF INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ___31ST _____ day of the month of __ 2018_____

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s._____ with office **at _____** represented by Shri _____ , Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. _____

HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HITES

1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe,

consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.

1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERs/ CONTRACTORs

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The Bidder (s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.

2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.

2.8 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, t HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders / Contractors / Subcontractors

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.

vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.

ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.

xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora
Independent External Monitor (IEM)

Office: HLL Infra Tech Services Ltd
B-14-A, sector 62, Noida 201307, U.P
Tel: 0120 4071500

Residence: B-333, Chittaranjan Park
New Delhi – 110019
Tel: 011 26273406

Mobile: +91 8130588577
Email: iem@hllhites.com

7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

Clause.8.Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions
The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement
This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of HITES.

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Infra Tech Services Ltd.	**Bidder**
_____	_____
Witness	Witness
1……..	1……
2……	2……..

* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.

SECTION-XX

(Notice-cum-Cancellation Letter)

HLL Infra Tech Services Limited
B-14A, Sector-62
Distt. Gautam Budh Nagar
Noida – 201307, U.P.

(Application where the Purchaser decided to short-close the R/C)

No……..
To
M/s……
……

Sub: Rate Contract for supply of …….
Valid upto ……

Dear Sir,

(a) It has been observed that there has been notable downfall in the prices after conclusion of the R/C and that the stores are now obtainable on much lower rates (if it is possible to indicate a definite price at which the stores are now obtainable, the same can be counter offered to the R/C holder for their acceptance).
(b) The quantity of goods supplied against R/C so far have not been to the requisite standard in as much as there have been complaints from the user Departments in this regard, and
(c) Your conduct in performance of the R/C has not been satisfactory in respect of
(d) Any other reasons which can be indicated.

Note: Purchaser Officer has to assign any one or the other reasons as relevant.

3. In view of the above, it has been decided to short-clause the subject Rate Contract after ……. (allow 15 days from the date of issue of the letter). The Rate Contract may be treated as cancelled/withdrawn after…… (date given for the withdrawal of the R/C). Any order placed by the Direct Demanding Officers after the expiry of the notice period shall not be executed by you.

Your faithfully

For and on behalf of the Purchaser

SECTION XXI

REVOCATION-CUM-CANCELLATION

(Application where R/C is revoked by the R/C Holder)

To,
M/s HLL Infra Tech Services Limited
B-14A, Sector-62
Distt. Gautam Budh Nagar
Noida-201307
U.P.

Sub: Rate Contract for supply of …….
Valid upto ……

Sir,

It is not possible for us to continue to supply against the subject Rate Contract for the following reasons:-

(a)
(b)

In terms of Clause--- of GCC, I/We hereby revoke the Rate Contract which will take effect 15 days from the date of receipt of this communication by your office. Formal Cancellation letter may be issued at the earliest.

Yours faithfully

(M/s……)

Note for Purchase Officer:-

The Purchase Officer is expected to issue the cancellation letter counting 15 days from the date revocation letter is received to HITES stating that:-

> "In view of your letter dated ……the Rate Contract is hereby treated as short-closed/withdrawn with effect from ……..
>
> All orders placed prior to this cancellation are, however, to be executed at the earliest.

APPENDIX – A

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
(Public Procurement Section)
****

Dated 28th May, 2018
Udyog Bhawan, New Delhi

To
All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.

Department of Industrial Policy and Promotion, in partial modification of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" with immediate effect:-

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions**: For the purposes of this Order:

   'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

   'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

   'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

   'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

.....Contd. p/2

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'.*

3. **Requirement of Purchase Preference :** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder"

a. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply";

b. "In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed";

   i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

   ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. "In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-

   i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

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ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content**: The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20% .

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content**:

   a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

   b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

   c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

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d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

   ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

   iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. **Specifications in Tenders and other procurement solicitations**:

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

.....Contd. p/5

e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries**: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content**: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. **Powers to grant exemption and to reduce minimum local content**: Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,

    a. reduce the minimum local content below the prescribed level;

    b. reduce the margin of purchase preference below 20% ;

    c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

    A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies**: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee**: A standing committee is hereby constituted with the following membership:

    Secretary, Department of Industrial Policy and Promotion—Chairman
    Secretary, Commerce—Member
    Secretary, Ministry of Electronics and Information Technology—Member
    Joint Secretary (Public Procurement), Department of Expenditure—Member
    Joint Secretary (DIPP)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee**: The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
    a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
    b. shall annually assess and periodically monitor compliance with this Order
    c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
    d. may require furnishing of details or returns regarding compliance with this Order and related matters
    e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
    f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
    g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties**: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision**: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257

F.No.31026/36/ 2016-MD
Ministry of Chemicals & Fertilizers
Government of India
Department of Pharmaceuticals

Dated 18th May, 2018
Janpath Bhawan, New Delhi

Subject: Guidelines for implementing the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, related to procurement of Goods & Services in Medical Devices - reg.

No. 31026/36/2016-MD: Whereas Department of Industrial Policy and Promotion (DIPP), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement(Preference to Make in India) Order (PPO), 2017 vide no. P-4502/2/2017-B.E.-II dated 15.06.2017.

Whereas DIPP, in order to facilitate the implementation of the PPO, 2017, vide D.O. No. P-45021/2/2017-BE-II dated 14.08.2017 has identified Department of Pharmaceuticals (DoP) as the Nodal Department for implementing the provisions of the PPO 2017 relating to goods &services related to Pharmaceuticals Sector. DIPP vide Office Memorandum no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal Ministry for product category Medical Devices shall be Department of Pharmaceuticals.

Whereas Para 3 of PPO, 2017 makes it mandatory for procuring entities to give purchase preference to local suppliers, Para 5 of PPO, 2017 empowers Nodal Ministry to prescribe percentage and the manner of calculation of minimum local content in respect of any particular item relating to medical devices and Para 9 of PPO, 2017 deals with verification of local content.

Now, therefore, DoP issues the following guidelines for implementation of the provisions of PPO, 2017 with respect to public procurement of Goods & Services in Medical Devices:

1) **Percentage of Minimum Local Content:** Medical Device Industry (MDI) is a multi-product industry responsible for provisioning of wide variety of crucial medical products ranging from simple tongue depressors & glucometer strips to large radiology & electronic medical equipment. The medical devices industry can be broadly classified as consisting of (a) medical disposables and consumables; (b) medical electronics, hospital equipment, surgical instruments; (c) Implants; and (d) In-Vitro Devices/Diagnostic Reagents. Individually there are around 5000 different kinds of medical devices and it is not practical to prescribe the local content and percentage of preference in domestic procurement for each medical device.

   Moreover, DoP needs accurate and reliable data regarding total capacity and production of various categories of medical devices in India, regarding the level

of competition in the market in different segment of medical devices and regarding the processes involved in the manufacture of medical devices for prescribing the percentage of minimum local content for each category of medical devices, for determining the manner of calculation of local content in the medical devices and for determining the purchase preference to be given to local suppliers in the procurement by the public agencies. The percentage of local content, the manner of calculation of the local content and the provision of supplies to be procured from local suppliers may be revised after relevant data in this regard becomes available.

However for the time being, based on the present level of understanding of the medical device market in India and discussion with various industry representatives, DoP in accordance with Para 5 of PPO, 2017 prescribes the following percentages of minimum local content for various categories of medical devices for preference in public procurement:

Category of Medical Devices	% of Minimum Local Content	% of Local Content proposed to be increased in phased manner over next three years
Medical disposables and consumables	50%	50% to 75%
Medical electronics, hospital equipment, surgical instruments	25%	25% to 45%
Implants	40%	40% to 60%
Diagnostic Reagents/IVDs	25%	25% to 45%

2) **Manner of calculation of Local Content:** DoP in accordance with Para 5 of PPO, 2017 prescribes the following manner of calculation of local content:

i. Local content of Medical Device shall be computed on the basis of the cost of domestic components in the device/service compared to the total cost of the device/service. The total cost of product shall be the cost incurred for the production of the medical device including direct component i.e. material cost, manpower cost and overhead costs including profit but excluding taxes and duties.

ii. The determination of local content cost shall be based on the following:
   a) In the case of direct component (material), based on the country of origin
   b) In the case of manpower, based on domestic manpower

iii. The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of multiplication of local content of each goods with the acquisition price of each goods to the acquisition price of combination of goods.

iv. Format of calculation of local content shall be as contained in **Enclosure-I**.

3) **Requirement of Purchase Preference**: Purchase preference shall be given to local suppliers by all procuring entities as per provisions laid down in para 3 of PPO, 2017. Further, as per provisions of Para 3(a) of the PPO 2017 i.e. in procurement of goods where sufficient local capacity and local competition exists and estimated value of procurement is Rs 50 Lakhs or less, a list of goods will be issued by this Department in due course. Till the time such a list is issued, provisions of para 3(b) or para 3(c) of PPO, 2017, as applicable, shall apply for all procurements without regard to value of procurement.

4) **Verification of Local Content**:

a) The local supplier at the time of tender, bidding or solicitation shall be required to furnish self-certification of local content in the format as contained in **Enclosure-II**.

b) In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) In each tender, procuring entity shall clearly mention the details of its competent authority which is empowered to look into procurement related complaints and the fees for such complaints, relating to implementation of PPO, 2017.

d) In case a complaint is received by the procuring entity against the claim of a bidder regarding domestic value addition in medical device, the procuring entity shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to DoP to the Grievance Redressal Committee consisting of the following:
   1. Chairman - Joint Secretary (Medical Device) in DoP
   2. Member - Director / Deputy Secretary (Medical Devices) in DoP
   3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSCO

e) Any complaint referred to the procuring entity shall be submitted along with all necessary documentation in support of the complaint regarding domestic value addition claimed in medical device and shall be disposed of within 4 weeks of the reference by the procuring entity.

f) In case, the complaint is referred to DoP by a bidder or procuring entity, the grievance redressal committee shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring entity. The bidder shall be required to furnish the necessary documentation in support of the local content claimed in medical devices to the grievance redressal committee under DoP within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with procuring entity to establish the bonafides of the claim.

g) In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 Lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the

complaints by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

5) All other provisions of PPO, 2017 shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.

6) These guidelines shall remain applicable for one year or until further orders from the date of its issuance.

(Dinesh Kapila)
Economic Adviser
Ph. 23381927

Enclosure-I

Calculation of Local Content

Name of manufacturer	Calculation by Manufacturer (Cost per unit of product)		
Cost Component	Cost (Domestic Component) a	Total Cost b	Percentage of Local Content c=(a/b)*100
I. .... II. .... III. Total Cost (Excluding tax and duties)			

Note:

I. **Cost (Domestic Component)**: Cost of domestic component may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

II. **Total Cost**: Total cost may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

Enclosure-II

Format for Affidavit of Self Certification regarding Local Content in a Medical Device to be provided on Rs. 100/- Stamp Paper

Date:_____

I_____**S/o,D/o,W/o**_____, Resident of

_____

do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated 18.05.2018.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
ii) Date on which this certificate is issued
iii) Medical devices for which the certificate is produced
iv) Procuring entity to whom the certificate is furnished
v) Percentage of local content claimed
vi) Name and contact details of the unit of the manufacturer
vii) Sale Price of the product
viii) Ex-Factory Price of the product
ix) Freight, insurance and handling
x) Total Bill of Material
xi) List and total cost value of inputs used for manufacture of the medical device
xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in- house to be attached.
xiii) List and cost of inputs which are imported, directly or indirectly

For and on behalf of **(Name of firm/entity)**

Authorized signatory (To be duly authorized by the Board of Director)