# NATIONAL TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENT

**FOR & ON BEHALF OF** 

Safderjung Hospital, New Delhi

On E-Tender Basis

HSCC/SJH/Medical Equipment/2015/4 Dated 06/06/2015 BY



# HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE) Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) - 201 301

> PHONE: 0120-2540153 FAX: 0120-2542447

**URL:** www.hsccItd.com

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#### **SECTION-I**

# **NOTICE INVITING TENDERS (NIT)**

For NATIONAL TENDER ENQUIRY DOCUMENT

# HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) - 201 301

PHONE: 0120-2540153 FAX: 0120-2542447 URL: www.hsccltd.co.in

# SAFDERJUNG HOSPITAL & VMMC, NEW DELHI

GOVT OF INDIA MINISTRY OF HEALTH & FAMILY WELFARE

Tender Enquiry No.: HSCC/SJH/Medical Equipment/2015/4 Dated 06.06.2015

## NOTICE INVITING TENDERS (NIT) - On E-TENDER BASIS

Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi under Ministry of Health & Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. invites **On-line bids** from eligible bidders, in single stage two bid system for supply, installation, testing, commissioning & handing-over of various **Medical Equipment for New Emergency Block & Super-Specialty Block at Safderjung Hospital & VMMC, New Delhi**:

S. No.	Equipment Details	Qty./ Requirements	EMD (Rs.)
	For Blood Bank & Lab.		
1	Blood Bank Storage Refrigerator	4 no. for Blood Bank of Emergency Block + 2 No. for Blood Bank of Super- Specialty Block = 6nos.	96,000.00
2	Deep Freezer (-40 deg. C)	2 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 3nos.	36,000.00
3	Elisa Reader & Washer	1 no. for Blood Bank + 1 no. for Microbiology Lab. + 1 no. for Biochemistry Lab. of Emergency Block + 1 No. for Blood Bank of Super-Specialty Block = 4nos.	1,70,000.00
4	Platelet Incubator with Inbuilt Agitator	2 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super-	3,000.00

		Specialty Block = 3nos.	
5	VDRL Shaker	1 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 2nos.	2,000.00
6	Water Bath	2 no. for Blood Bank + 2no. for Biochemistry Lab. of Emergency Block + 2 No. for Blood Bank of Super- Specialty Block = 6nos.	9,200.00
7	Electronic Analytical Balance-Chemical	1 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 2nos.	6,000.00
8	Multi Channel Variable Pipette	2 no. for Blood Bank of Emergency Block + 2 No. for Blood Bank of Super- Specialty Block = 4nos.	8,000.00
9	Blood Cell Separator/Apheresis Machine	1 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 2nos.	1,60,000.00
10	Hemoglobinometer	1 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 2nos.	4,000.00
11	Blood Collection Monitor/Blood Collection Meter & Shaker	6 no. for Blood Bank of Emergency Block + 2 No. for Blood Bank of Super- Specialty Block = 8nos.	16,000.00
12	Blood Donor Couch	6 no. for Blood Bank of Emergency Block + 2 No. for Blood Bank of Super- Specialty Block = 8nos.	1,600.00
13	Bench Top Di-Electric Tube Sealer (Single Seal)	2 no. for Blood Bank of Emergency Block + 2 No. for Blood Bank of Super- Specialty Block = 4nos.	8,000.00
14	Colorimeter (Computerized)	1 no. for Blood Bank + 1 no. for Biochemistry Lab. of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 3nos.	9,000.00
15	Automatic Micro Plate Washer	1 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 2nos.	14,000.00
16	Blood Cell Washing System	2 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super-	9,000.00

		Specialty Block = 3nos.	
17	Blood Donation Campus Vehicle	1 no. for Blood Bank of	84,000.00
		Emergency Block + 1 No.	
		for Blood Bank of Super-	
		Specialty Block = 2nos.	
18	Plasma Thawer	1 no. for Blood Bank of	8,000.00
		Emergency Block + 1 No.	
		for Blood Bank of Super-	
		Specialty Block = 2nos.	
19.	Dialysis Chairs	10 no. for Nephrology	80,000.00
		Deptt. Of Super-Specialty	
		Block	

The bidders are required to be registered at HSCC e-tender portal <a href="www.tenderwizard.com/HSCC">www.tenderwizard.com/HSCC</a>. Please log on to <a href="www.tenderwizard.com/HSCC">www.tenderwizard.com/HSCC</a> only for downloading bid document and for participation through <a href="mailto:E-tendering basis">E-tendering basis</a>. For submission and other details please refer HSCC e-tender portal <a href="www.tenderwizard.com/HSCC">www.tenderwizard.com/HSCC</a>. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at E-Tender portal <a href="https://www.tenderwizard.com/HSCC">www.tenderwizard.com/HSCC</a>, <a href="https://www.tenderwizard.com/HSCC">www.hsccltd.com</a> for downloading from 16.05.2015 to 05.06.2015. Prospective bidders are advised to regularly scan through HSCC E-tender portal <a href="https://www.tenderwizard.com/HSCC">www.tenderwizard.com/HSCC</a>, as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate advertisement will be made for this.

## (2) Tender No.: HSCC/SJH/Medical Equipment/2015/4 Dated 06.06.2015

SI. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	06.06.2015 to 29.06.2015, 10.00 hrs to 1400 hrs IST
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd, Plot No. 6-A, Block-E, Sector-1, Noida (U.P)- 201301
iii.	Cost of the Tender Enquiry Document	INR 3, 000/-
iv.	Pre Tender Meeting Date & Time	16.06.2015, 14.30 hrs. IST
V.	Pre Tender Meeting Venue	Medical Superintendent Office, Conference Room, Safdarjung Hospital, New Delhi
vi.	Closing date & time for receipt of Tender	29.06.2015, 1430 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	29.06.2015, 1500 hrs IST
viii.	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

2. Interested tenderers may obtain further information about this requirement from this office inviting the tenders.

3. The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges. The bidders may prepare a banker cheque/Draft in favour of HSCC (India) Ltd. Office at Noida, payable at Noida/Delhi and deposit it. In order to submit the bids electronically bidders are required to have type-II Digital Signature Certificate. Digital Signature can be obtained from any of the certifying agency.

The tender shall be submitted all the necessary documents and in physical form (with respect to few documents as mentioned in the SIT) in parts/covers as mentioned below:

# In Original Offline & Copy Online (In separate Envelope: Part-I)

- (i) Tender Fee and EMD
- (ii) Affidavit as per Section XIX
- (iii) Performance statement along with required PO copies and its corresponding end user"s satisfactory performance certificate as per section IX.
- (iv) Technical compliance for the quoted goods vis-à-vis the Technical specifications with all related brochures/catalogues in the tender enquiry

#### Online (Part-II)

- (i) Tender Fee and EMD
- (ii) Power of Attorney
- (iii) Tender Form as per section X.
- (iv) Manufacturers Authorization Form
- (v) Affidavit as per Section XIX
- (vi)Proforma A
- (v) Performance statement along with required PO copies and its corresponding end user satisfactory performance certificate as per section IX.
- (vi) Name, address and details of account with respect to bidder and/or beneficiary of L/C. Copy of PAN. Certificate of Incorporation/Declaration being a proprietary firm.
- (vii) Audited Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account). Certificate of Regn. Issued by Directorate of Industries/NSIC, if SSI unit.
- (viii) Quality Control Requirements as per Section VIII

#### Offline (Part-III)

(i) Technical compliance for the quoted goods vis-à-vis the Technical specifications with all related brochures/catalogues in the tender enquiry, technical bid.

#### (iv) Price Bid (Only online).

- Price Schedule
- CMC Price Schedule
- Turnkey Price Schedule
- 4. All prospective tenderers may attend the Pre Tender meeting. For all the above tender IDs, Pre-bid meeting shall be held as mentioned above.
- 5. To participate in the submission against the tender, it is mandatory for the Applicants to get digital signature and get themselves registered with e-tendering system.
- 6. Complete set of Bid Documents has been made available at E-Tender portal <a href="https://www.tenderwizard.com/HSCC">www.hsccltd.com</a> for downloading. The cost the Tender Enquiry Document is INR 3000/ which is payable in the form of Cash/Demand Draft

drawn on a scheduled bank in India in favour of **HSCC (India) Ltd.** payable at Delhi/Noida.. Tenderer may download the tender enquiry documents from the website and submit its tender online after logging in to their user ID. The bidders are required to be registered at HSCC etender portal <a href="www.tenderwizard.com/HSCC">www.tenderwizard.com/HSCC</a>. Please log on to <a href="www.tenderwizard.com/HSCC">www.tenderwizard.com/HSCC</a>. Only for uploading its tender on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal <a href="www.tenderwizard.com/HSCC">www.tenderwizard.com/HSCC</a>.

- 7. Tenderers shall ensure that their tenders, complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.-201301 on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
- 8. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organisation, the physical form of tenders will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website <a href="https://www.tenderwizard.com/HSCC">www.hsccltd.com</a> for corrigendum/amendments etc., if any, as these there no separate advertisement for them.

Medical Superintendent Safderjung Hospital, New Delhi.

# **SECTION - II**

# GENERAL INSTRUCTIONS TO TENDERERS (GIT) CONTENTS

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# **GENERAL INSTRUCTIONS TO TENDERERS (GIT)**

#### A. PREAMBLE

#### 1. Definitions and Abbreviations

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

#### 1.2. Definitions:

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

#### 1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers

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

#### 2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section VI "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information,

instructions etc. incorporated in these TE documents may result in rejection of its tender.

# 3. Availability of Funds

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

# 4. Language of Tender

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

# 5. Eligible Tenderers

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

## 6. Eligible Goods and Services

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

## 7. Tendering Expense

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

#### **B. TENDER ENQUIRY DOCUMENTS**

# 8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I "Notice inviting Tender" (NIT), the TE documents include:
  - Section II General Instructions to Tenderers (GIT)
  - Section III Special Instructions to Tenderers (SIT)
  - Section IV General Conditions of Contract (GCC)
  - Section V Special Conditions of Contract (SCC)
  - Section VI List of Requirements
  - Section VII Technical Specifications
  - Section VIII Quality Control Requirements
  - Section IX Qualification Criteria
  - Section X Tender Form

- Section XI Price Schedules
   Section XII Questionnaire
- Section XIII Bank Guarantee Form for EMD
- Section XIV Manufacturer's Authorisation Form
- Section XV Bank Guarantee Form for Performance Security/CMC Security
- Section XVI Contract Forms A & B
- Section XVII Proforma of Consignee Receipt Certificate
- > Section XVIII Proforma of Final Acceptance Certificate by the consignee
- Section XIX Affidavit
   Section XX Check List
- Section XXI Consignee
- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

#### 9. Amendments to TE documents

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified in the referred website only.
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

#### 10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser **in writing on or before the due date of pre-bid meeting**. No queries will be entertained later on. The purchaser will respond in writing to such request as per the schedule.

#### C. PREPARATION OF TENDERS

# 11. Documents Comprising the Tender

- 11.1 The bids shall be submitted online and in physical form in three parts/covers as mentioned below:
  - (i) Tender Fee, EMD, Pre-qualification as per Tender Terms and referred in checklist at section XIX and as mentioned in para A below.
  - (ii) Technical Bid
  - (iii) Price Bid (Only online).

Tenderers are requested not to submit the hard copy of Price Bid along with the physical form of tender. In case the hard copy of price bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

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

- Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate/Installation Reports.
- viii) Certificate of Incorporation in the country of origin.

#### B) Price Tender:

- 1. Prices are to be quoted in the attached Price Bid format online as per the directionson the official website.
- 2. The price should be quoted for the accounting unit indicated on the website.

The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

#### Note:

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

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalfof another shall be deemed to warrantee that he has authority to bind such other personsand 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 contractand hold the signatory liable for all cost and damages
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

#### 12. Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent,

- if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

#### 13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. Bidders must quote the prevailing taxes and duties as applicable.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
  - a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin guoted ex-showroom etc;
  - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
  - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
  - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule:
  - e) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
  - a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
  - b) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
  - c) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3

- months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- d) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
- e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) the Total tender price of goods quoted DDP basis at consignee site in India as indicated in the List of Requirements, Price Schedule and Consignee List
- g) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.5 Additional information and instruction on Duties and Taxes:
- 13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

#### 13.5.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

#### 13.5.3 Sales Tax:

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

#### 13.5.4 Octroi Duty and Local Duties & Taxes:

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

contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

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

## 13.5.5 Customs Duty:

- The Purchaser will reimburse the Customs duty wherever applicable. Supplier shall be responsible for customs clearances of the consignments.
- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

### 14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
  - a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
  - b) The details of the services to be rendered by the agent for the subject requirement.
  - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
  - d) Copy of the agreement between Indian Agent & their principal detailing the scope of work/services during warranty & after sales periods.

#### 15. Firm Price

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

#### 16. Alternative Tenders

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

#### 17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
  - a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
  - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

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

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

#### 19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer

- falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be)
- 19.3 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
  - i) Account Payee Demand Draft
  - ii) Banker's cheque and
  - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HSCC (India) Ltd" payable at New Delhi/Noida. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

# 20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

## 21. Signing and Sealing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

#### D. SUBMISSION OF TENDERS

#### 22. Submission of Tenders

- 22.1 The tender shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:
  - (i) Tender Fee and EMD (Both online and physical)
  - (ii) Pre-qualification and Technical compliance as per following documents (Online submissions for all the documents and physical submission only for affidavit as per point i) below and original Technical brochures/catalogues against point j):
    - a) Manufacturer"s authorization 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).
    - b) b) Tender Form as per section X.
    - c) c) Copy of PAN.
    - d) Certificate of Incorporation/Declaration being a proprietary firm.
    - e) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
    - f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
    - g) Quality Control Requirements as per Section VIII
    - h) Performance statement along with required PO copies and its corresponding end user satisfactory performance certificate as per section IX.
    - i) Affidavit as per Section XIX
    - j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry (Both online and physical)

#### (iii) Price Bid (Only online).

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of tender. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

Unless otherwise specified, the tenderers are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at HSCC (India) Ltd., E-6A, Sector-1, Noida-201301, ((UP).

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

#### 23. Late Tender

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

#### 24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

#### E. TENDER OPENING

#### 25. Opening of Tenders

- 25.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.
  - In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.
  - The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 25.3 The <u>Techno Commercial Tenders</u> are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).

Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

# F. SCRUTINY AND EVALUATION OF TENDERS

# 26. Basic Principle

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

## 27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Purchaser will determine the responsiveness of each Tender to the TE Document 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 the 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 and will be summarily ignored;
  - (i) Tender form as per Section IX (signed and stamped) not enclosed
  - (ii) Tender is unsigned.
  - (iii) Tender validity is shorter than the required period.
  - (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
  - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
  - (vi) Tenderer has not agreed to give the required performance security.
  - (vii) Goods offered are not meeting the tender enquiry specification.
  - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
  - (ix) Poor/unsatisfactory past performance.
  - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
  - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- 27.5 The following are some of the important aspects, for which a tender shall be declared nonresponsive during the evaluation and will be ignored;
  - (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
  - (ii) Tender validity is shorter than the required period.

- (iii) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (v) 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.
- (vi) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (vii) Poor/unsatisfactory past performance.
- (viii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (ix) Tenderer is not eligible as per GIT Clauses 5& 17.1.
- (x) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xi) Tenderer has not agreed for the delivery terms and delivery schedule.

#### 28. Minor Infirmity/Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

# 29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

#### 30. Discrepancy between original and copies of Tender

30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

#### 31. Qualification Criteria

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

#### 32. Conversion of tender currencies to Indian Rupees

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

#### 33. Schedule-wise Evaluation

33.1 The 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.

#### 34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery on DDP basis at Consignee site basis, inclusive of applicable taxes, duties, incidental services. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
  - i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
  - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

# 36. Tenderer's capability to perform the contract

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

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

#### 37. Contacting the Purchaser

- 37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

#### G. AWARD OF CONTRACT

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

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

#### 39. Award Criteria

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

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

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to fifty (50) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award
  - Further, Purchaser reserves the rights to delete any of the tendered items without assigning any reason whatsoever. Purchaser as deemed fit, out of the total tendered quantity for the tendered items may place Notification of Award for the quantity as per the requirements and may defer the balance quantity of the item(s) to be supplied later.

#### 41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered/speed post/by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

#### 42. Issue of Contract

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

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

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

#### 44. Return of EMD

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

#### 45. Publication of Tender Result

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

#### 46. Corrupt or Fraudulent Practices

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after

- Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

# SECTION - III SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

SI. No.	GIT Clause No.	Topic	SIT Provision	Page No.
Α	1 to 7	Preamble	No Change	28
В	8 to 10	TE documents	No Change	28
С	11 to 21	Preparation of Tenders	No Change	28
D	22 to24	Submission of Tenders	No Change	28
E	25	Tender Opening	No Change	28
F	26 to 27	Scrutiny and Evaluation of Tenders	No Change	28
G	36 to 46	Award of Contract	No Change	28

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 Tenders**

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF or JPEG format as prescribed) and uploaded for on-line submission of Proposal. However, physical documents as per NIT to be submitted in "ORIGINAL" to HSCC (India) Ltd. before the prescribed date & time for submission of physical tender restricted to the following documents only.
  - a) Demand Draft towards Tender Fee in favour of HSCC (India) Ltd.
  - b) EMD in the prescribed format in favour of HSCC (India) Ltd.
  - c) Technical Data Sheet and original technical literature/ Brochure (if any)
  - d) Affidavit as per Section XIX
- (ii) All document(s)/ information(s) other than above including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF PRICE BID/FINANCIAL PROPOSAL) should be **uploaded online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) 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.
- (iv) The prospective bidders may upload Drawing files, if any, in ".dwf" format so that the size of document is less. This is a generic format and all software supports this format.
- (v) At the time of cover content creation, the prospective bidders would have to define the document type as ".rar" format.
- (vi) The prospective bidders should be asked to zip all the .dwf files to a .rar file & upload it

# SECTION - IV GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

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# **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.

All documents submitted physically or uploaded as scanned copies must be self-attested, legible and numbered.

#### 2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

# 3. Patent Rights

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

#### 4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

# 5. Performance Security

5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 66 months (as applicable warranty period of 5 years) from the date of Notification of Award.

- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
  - a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.
- In the event of any failure /default of the supplier with or with out any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 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 CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

#### 6. Technical Specifications and Standards

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

<u>For Radiology</u>, the equipment viz. CT Scan, MRI, Digiral Radiography, Digital Radio Fluoroscopy, Ultrasound, X-Ray Machines etc. Should be DICOM 3.0 enabled & complied with HL7 (Health Level 7) Standards. DICOM 3.0 provides reliable protocols for integration of image data between imaging, non-imaging modalities, devices & systems.

<u>For Laboratory Equipment</u>, equipment should be ASTM (American Society for Testing & Materials) compliant for integration of System Software with Lab. Records & Database.

Above standards are required for interfacing of equipment with PACS (Picture Archiving & Communication System) & HMIS (Hospital Management & Information System) during the computerization of the Hospital.

# 7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration

- etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

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

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

# 8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such pre-dispatch inspections, inspections and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and

- complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during predespatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/reputed agency like SGS, Lloyd, Bereau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

#### 9. Terms of Delivery

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

#### 10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

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

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

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

#### 11. Insurance:

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
  - i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110%

- of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

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

# 12. Spare parts

- 12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
  - a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
  - b) In case the production of the spare parts is discontinued:
    - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
    - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

#### 13. Incidental services

- 13.1 Subject to the stipulation, if any, in the SCC (Section V), List of Requirements (Section VI) and the Technical Specification (Section VII), the supplier shall be required to perform the following services.
  - i) Installation & commissioning, Supervision and Demonstration of the goods
  - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
  - iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
  - iv) Supplying required number of operation & maintenance manual for the goods

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

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

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

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

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

# B) For goods imported from abroad

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

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

#### 15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The warranty shall remain valid for 60 months from the date of installation & commissioning followed by a CMC for a period of 5 (Five) Years for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.
  - a. No conditional warranty will be acceptable.
  - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:-
    - X-ray and CT tubes and high-tension cables.
    - Helium replacement
    - Any kind of motor.
    - Plastic & Glass Parts against any manufacturing defects.
    - All kind of sensors including oxygen sensors.
    - All kind of coils, probes and transducers
    - All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys etc
    - Printers and imagers including laser and thermal printers with all parts.
    - UPS including the replacement of batteries.
    - Air-conditioners
  - c. Replacement and repair will be under taken for the defective goods.
  - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of sixty (60) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

#### 16. Assignment

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

#### 17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

#### 18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
  - a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of despatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee

within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

#### 19. Prices

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

#### 20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until final acceptance of the contracted goods to the purchaser. However, for goods directly imported shall be guided by the INCOTERM.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

## 21. Terms and Mode of Payment

#### 21.1 Payment Terms

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

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

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

# a) On delivery:

80% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVI 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 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.

#### b) On Acceptance:

Balance 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. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

#### B) Payment for Imported Goods:

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

#### a) On Shipment:

80% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill , marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the despatched equipments issued by recognized/reputed agency like SGS, Lloyd, TUV & Beauru Varitus, prior to despatch.

# b) On Acceptance:

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

- c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.
- d) **Payment of Indian Agency Commission**: Indian Agency commission will be paid to the manufacturer"s agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

# C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

#### D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for

- an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.
- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
  - (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
  - (b) Delay in supplies, if any, has been regularized.
  - (c) The contract price where it is subject to variation has been finalized.
  - (d) The supplier furnishes the following undertakings:

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

#### 22. Delivery/Delay in the supplier's performance

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
  - (i) imposition of liquidated damages,

- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:
  - (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- 22.6 Passing of Property:
- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier"s risk until the property therein is transferred to the purchaser.

# 23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the

Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

#### 24. Termination for default

- 24.1 The Purchaser/Consignee , without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee ), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## 25. Termination for insolvency

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

#### 26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

#### 27. Termination for convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
  - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

# 28. Governing language

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

#### 29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

#### 30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to

any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by **Medical Superintendent**, **Safderjung Hospital**, **New Delhi**. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

#### 31. Applicable Law

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

#### 32 Withholding and Lien in respect of sums claimed

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

#### 33. General/Miscellaneous Clauses

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

#### 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, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
  - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 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 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 20% 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 20% quantity.
  - 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 L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% 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 L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
  - ii. 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 on MSE, failing which their tender will be liable to be ignored.

#### 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.

# SECTION - VI LIST OF REQUIREMENTS

# Part I

S. No.	Equipment Details Qty./ Requiremen		EMD (Rs.)	
	For Blood Bank & Lab.			
1	Blood Bank Storage Refrigerator	orage Refrigerator  4 no. for Blood Bank of Emergency Block + 2 No. for Blood Bank of Super- Specialty Block = 6nos.		
2	Deep Freezer (-40 deg. C)	2 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 3nos.	36,000.00	
3	Elisa Reader & Washer	1 no. for Blood Bank + 1 no. for Microbiology Lab. + 1 no. for Biochemistry Lab. of Emergency Block + 1 No. for Blood Bank of Super-Specialty Block = 4nos.	1,70,000.00	
4	Platelet Incubator with Inbuilt Agitator	2 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 3nos.	3,000.00	
5	VDRL Shaker	1 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 2nos.	2,000.00	
6	Water Bath	2 no. for Blood Bank + 2no. for Biochemistry Lab. of Emergency Block + 2 No. for Blood Bank of Super- Specialty Block = 6nos.	9,200.00	
7	Electronic Analytical Balance-Chemical	1 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 2nos.	6,000.00	
8	Multi Channel Variable Pipette	2 no. for Blood Bank of Emergency Block + 2 No. for Blood Bank of Super- Specialty Block = 4nos.	8,000.00	
9	Blood Cell Separator/Apheresis Machine	1 no. for Blood Bank of Emergency Block + 1 No. for Blood Bank of Super- Specialty Block = 2nos.	1,60,000.00	

10 Hemoglobinometer		1 no. for Blood Bank of	4,000.00		
10		Emergency Block + 1 No.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
		for Blood Bank of Super-			
		Specialty Block = 2nos.			
11	Blood Collection Monitor/Blood	6 no. for Blood Bank of	16,000.00		
11	Collection Meter & Shaker	Emergency Block + 2 No.	10/000.00		
	Concetion Weter & Shaker	for Blood Bank of Super-			
		Specialty Block = 8nos.			
12	Blood Donor Couch	6 no. for Blood Bank of	1,600.00		
12	Blood Bonor Coden	Emergency Block + 2 No.	.,		
		for Blood Bank of Super-			
		Specialty Block = 8nos.			
13	Bench Top Di-Electric Tube Sealer (Single	2 no. for Blood Bank of	8,000.00		
13	Seal)	Emergency Block + 2 No.	0,000.00		
	Seal)	for Blood Bank of Super-			
		Specialty Block = 4nos.			
14	Colorimeter (Computerized)	1 no. for Blood Bank + 1	9,000.00		
14	Colormicter (Computerized)	no. for Biochemistry Lab. of	7,000.00		
		Emergency Block + 1 No.			
		for Blood Bank of Super-			
		Specialty Block = 3nos.			
15	Automatic Micro Plate Washer	1 no. for Blood Bank of	14,000.00		
13	Automatic Wilero Faute Washer	Emergency Block + 1 No.	117000.00		
		for Blood Bank of Super-			
		Specialty Block = 2nos.			
16	Blood Cell Washing System	2 no. for Blood Bank of	9,000.00		
10	Brood Cen Washing System	Emergency Block + 1 No.	.,		
		for Blood Bank of Super-			
		Specialty Block = 3nos.			
17	Blood Donation Campus Vehicle	1 no. for Blood Bank of	84,000.00		
	T	Emergency Block + 1 No.			
		for Blood Bank of Super-			
		Specialty Block = 2nos.			
18	Plasma Thawer	1 no. for Blood Bank of	8,000.00		
		Emergency Block + 1 No.			
		for Blood Bank of Super-			
		Specialty Block = 2nos.			
19.	Dialysis Chairs	10 no. for Nephrology	80,000.00		
		Deptt. Of Super-Specialty			
		Block			
L	1	I	I		

#### Part II: Required Delivery Schedule:

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

60 days from date of Notification of Award except, for MRI, CT Scan, DR System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which the delivery period will be 90 days from date of Notification of Award. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

# b) For Imported goods directly from foreign:

60 days from date of opening of L/C except, for MRI, CT Scan, DR System, DRF System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which the delivery period will be 90 days from date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway Bill. (Tenderers may quote earliest delivery period).

c) Installation & commissioning within 15 days of receipt of goods at site except for MRI, CT Scan, DR System, DRF System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which installation & commissioning to be done within 90 days of receipt of goods at site.

<u>Note</u>: Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods are to be supplied within the contractual delivery period as stated in para b) above.

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

#### Part III: Scope of Incidental Services:

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

#### Part IV:

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

#### Part V:

Warranty & Comprehensive Maintenance Contract (CMC) as per bid document.

#### Part VI:

Required Terms of Delivery and Destination.

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

At Consignee Site – Specified in the List of Requirements 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

#### b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on DDP Consignee basis. The shipping arrangements shall be made by the supplier accordingly.

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

Consignee/destination details as mentioned in Section-XXI.

# Section – VII Technical Specifications

#### **Specifications for Vertical Blood Bank Refrigerator**

- 1. Storage Capacity: Should be at least 500- 600 Liters capacity and should be able to accommodate minimum 300 double bags of 450 ml capacity
- 2. Set temperature 4°C with temperature range 2°C to 6°C and adjustable with setting accuracy of  $\pm$  0.5°C
- 3. Refrigeration: Non-CFC cooled refrigeration
- 4. Should have good insulation to maintain required temperature
- 5. Should have insulated door with glass slit for easy operations and effective maintenance of internal temperature as well as easy viewing. Should have door lock facilities.
- 6. Microprocessor based temperature controller with integrated audiovisual temperature and power alarm function with digital monitoring display.
- 7. Safety features: Audio alarm for all the following parameters should be there: temperature fluctuation & power failure, set point alarm, low alarm point, Door opening audio and visual display alarm.
- 8. Should have Inbuilt "controller" to take over the function of temperature management in the event of main temperature controller failure, which works as a backup mechanism for maintaining temperature.
- 9. Should have internal storage memory of approx. 1000 characters, to record temperature data with date & time. The alarm history should get recorder with details of high/low temperature alarm events & their duration
- 10. Should have a flexible polycarbonate based storage trays for blood bag storage mechanism in each tray to ensure upright position of each and every blood bag.
- 11. Should have Networking and PC connectivity through RS 232 port for data transfer
- 12. Safety thermostat to avoid negative temperatures.
- 13. Should have battery backup for temperature and power alarm.
- 14. Should also have continuous graphical recording of temperature along with inbuilt / attached retrievals of data to by USB and digital temperature display.
- 15. Internal temperature hold over time in case of power failure should be at least 1.5 hours.
- 16. Should have fluorescent light inside the Blood Bank Refrigerator with On / Off switch
- 17. Should have castor wheels with locking facility
- 18. Original literature of equipment should be submitted.
- 19. CE Class II A / US-FDA or WHO GMP certification specific for the product should be submitted.
- 20. Should be ISO 13485 approved product.
- 21. Firm should supply the relevant calibration certificate for the equipment from NABL accredited Lab.
- 22. User's list should be provided with satisfactory report for the last three years from three Licensed Blood Banks with contact details.
- 23. Firm should supply the temperature recorder chart paper for five years. The cost of the temperature recorder chart paper will be included in the total cost of the equipment financial comparison.
- 24. Firm will have to supply the stabilizer if required along with the equipment free of cost
- 25. Demonstration of performance of equipment is compulsory in nearby area failing to which will be disqualification.
- 26. Electrical: The equipment should be able to run on the existing electrical provision

#### **Specification for -40°C Deep Freezer (Vertical Model)**

- 1. Should be suitable for storage of FFP/ plasma / cryoprecipitate in blood banks.
- 2. Operating temperature rate should be from -20°C to -40°C at ambient
- 3. Upright model with internal capacity of 400 liters or more.
- 4. Solid outer cabinet of painted steel to prevent corrosion, Inner cabinet of stainless steel.
- 5. Separate inner doors to prevent temperature loss.
- 6. System should have at least 4 inner shelves of stainless steel.
- 7. Microprocessor control for operation with integrated audio/visual temperature alarm function with digital monitoring display.
- 8. Minimum four hours battery backup for temperature display.
- 9. System four inbuilt features to identify any temperature deviation beyond set point.
- 10. Should have continuous graphical recording of temperature along with inbuilt / attached a retrievals of data to by USB.
- 11. Should have Inbuilt "controller" to take over the function of temperature management in the event of main temperature controller failure, which works as a backup mechanism for maintaining temperature.
- 12. Should have internal storage memory of approx. 1000 characters, to record temperature data with date & time. The alarm history should get recorder with details of high/low temperature alarm events & their duration
- 13. System should have operating temperature & high/ low limit alarm functions with set point adjustable in steps of  $1^{\circ}$ C.
- 14. System should have CFC free refrigerants.
- 15. Should be European CE / US-FDA approved product.
- 16. Should be ISO 13485 approved product.
- 17. System should have automatic voltage boost compensations for low voltage conditions.
- 18. System should have safety alarms with automatic, continuous charged battery back up to provide alarm functions even in case of power failure, door open alert .
- 19. System should have appropriate insulation to maintain temperature
- 20. System should have double seal lid gasket to minimize frost build up
- 21. System should have minimum vibrations, and noise level should not exceed 60 db.
- 22. Should have castor wheels with locking facility
- 23. Firm will have to supply the stabilizer if required along with the equipment free of cost
- 24. Original literature of equipment should be submitted.
- 25. Firm should also provide the relevant temperature calibration certificate for the equipment from any NABL accredited Lab.
- 26. User's list should be attached with satisfactory report for the last three years from three licensed blood banks with contact details.
- 27. Electrical: The equipment should be able to run on the existing electrical provision.

#### **Specification for ELISA Reader & washer**

#### (A) ELISA READER

- 1. Should have reading capability of 1 to 96 wells individually.
- 2. Should have a linear measurement range of 0 to 3.000Abs.
- 3. Should have wavelength range from 340 to 750nm.
- 4. Should have a photometric accuracy of  $\pm$  2% or better.
- 5. Should have a resolution of 0.001Abs.
- 6. Should have variable speed plate shaking capability.
- 7. Should have easy access 8 position filter wheel
- 8. Machine should be supplied with 6 standard filters.
- 9. Should have automatic filter selection.
- 10. Should have automatic calibration before each reading.
- 11. Should have at least 6 second reading speed.
- 12. Should have facility for storage of calibration curves.
- 13. Should have different types of blanking facility like air wise and well wise.
- 14. Should be capable of reading U.V and flat type wells
- 15. Should be capable of reading 8 or 12 well strip plates.
- 16. Should use halogen light source and two spare bulbs should be provided.
- 17. Should have internal thermal printer and 5 rolls of thermal should be supplied along with the unit.
- 18. Should have external printer connectivity option.
- 19. Firm will have to supply compatible UPS with minimum half hr backup along with the equipment free of cost.
- 20. Original literature of equipment and consumables should be submitted.
- 21. User's list should be attached with satisfactory report for the last three years from three blood bank users with contact details.
- 22. Demonstration of performance of equipment is compulsory in nearby area for technical evaluation failing to which will be a disqualification.
- 23. Centrifuge should be FDA approved or European CE
- 24. Electrical: The equipment should be able to run on the existing electrical provision

#### **B) ELISA Plate Washer**

- 1. Should have capability to wash flat, U or V bottomed micro plates or 8 or 12 well strip plates.
- 2. Should have 8 or 12 way manifold.
- 3. Should have 25 wash program memory or more.
- 4. Should have programmable washing time, volume and soaking time.
- 5. Should have minimum 6 wash cycles.
- 6. Should have continuous operating cycle.
- 7. Should have residual volume less than 2µl.
- 8. Should have removable and autoclavable plate carrier.
- 9. Should have in-built vacuum and dispensing pumps to ensure accurate and quite washing.
- 10. Should have waste bottle with full bottle alarm or sufficient mechanism to avoid spillage and damage to equipment
- 11. Should work with input 200 to 240Vac 50 Hz supply.
- 12. Should have safety certificate from a competent authority European CE / FDA (US) / STQC CB
- 13. Certificate / STQC S certificate or valid detailed electrical and functional safety test.
- 14. Report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid.
- 15. Firm will have to supply compatible UPS with minimum half hr backup along with the equipment free of cost.
- 16. Original literature of equipment and consumables should be submitted.
- 17. User"s list should be attached with satisfactory report for the last three years from three blood bank users with contact details.

18. Demonstration of performance of equipm	ent is com	pulsory in	nearby are	ea for t	echnical	evaluation
failing to which will be a disqualification.						

19. Electrical: The equipment should be able to run on the existing electrical provision

#### **Specification for Platelet Incubator with inbuilt Agitator**

- 1. Platelet incubator should have the provision to store 48 platelet bags agitator.
- 2. Should have transparent outer door for clear visibility.
- 3. Should have microprocessor controlled LCD display of temperature, real date, real time, temperature histogram
- 4. Should have automated high/low alarm with alarm testing.
- 5. Should have independent temperature controller.
- 6. Should have 7 days inkless chart recorder with battery back up to one hour for continuous operation during power failure.
- 7. The firm will have to supply 300 temperature recorder chart papers and 10 ink pens (if the temperature recorder is not inkless) along with the equipment free of cost.
- 8. Should be able to maintain a temperature of  $22^{\circ}$ C with  $\pm 1$  degree variation.
- 9. Should have digital temperature indicator cum controller
- 10. Should have forced air circulation for uniformity of temperature all over the incubator.
- 11. Inner chamber should be made of stain less steel and outer cabinet made of MS sheet powder coated. Platelet Agitator
- 12. Should be able to store minimum 48 random bags or aphaeresis bags of different sizes with gentle side-to-side agitation at 3.6 to 4cm, motion of 60 70 strokes per minute.
- 13. Should be made of good quality,
- 14. Coated with bacteria resistant material,
- 15. perforated so that air circulation on both side of bags
- 16. Should be made of 'non slip' material
- 17. Removable shelves.
- 18. Should have noiseless heavy-duty ball bearing gear motor, which should continuously operate for 24 hours.
- 19. Should have built in motion alarm for unplanned ceased agitation. Should be FDA approved or CE Certified
- 20. Firm will have to supply the stabilizer if required along with the equipment free of cost
- 21. Original literature of equipment should be submitted.
- 22. Firm should also provide the relevant temperature calibration certificate for the equipment from any NABL accredited Lab.
- 23. User's list should be attached with satisfactory report for the last three years from three licensed blood banks with contact details.
- 24. Demonstration of performance of equipment is compulsory in nearby area failing to which will be disqualification.
- 25. Electrical: The equipment should be able to run on the existing electrical provision.

#### **Specification for VDRL Shaker**

- 1. Body should be made of thick steel and finished with powder coating.
- 2. Should have rotation in horizontal plane.
- 3. Platform size should be minimum 12" x 12" for keeping reaction trays.
- 4. Should have Digital display with digital countdown timer of minimum 0- 15 minutes time.
- 5. Should have built in speed regulator with maximum speed up to 180 rpm.
- 6. Workable on 220-240 volts AC supply, 50 Hz Single phase.
- 7. Demonstration of performance of equipment is compulsory in nearby area failing to which will be disqualification.
- 8. Warranty: Deleted
- 9. Electrical: The equipment should be able to run on the existing electrical provision Should be BIS/CE/FDA approved product.

#### **Specification for Water Bath**

- 1. Dimensions (external) 40 cm x 40 cm x 20hcm (Approx.)
- 2. Dimensions (internal) 30 cm x 30 cm x 15hcm (Approx.)
- 3. Double wall Insulated metal body
- 4. Temperature range 37°C -100°C
- 5. Digital temperature control and Display
- 6. Temperature precision 0.1°C
- 7. Should have provision to maintain uniformity of temperature
- 8. Should have the provision to incubate racks of all size of test tubes
- 9. Illuminated On switch
- 10. Indicator light showing heating element operation
- 11. Temperature control
- 12. Demonstration of performance of equipment is compulsory in nearby area failing to which will be disqualification.
- 13. Electrical: The equipment should be able to run on the existing electrical provision
- 14. Should be BIS/CE/FDA approved product.

#### **Specifications for Electronic Analytical Balance- Chemical**

- 1. Electronic balance with transparent case.
- 2. Digital display of weight and other parameters should be there.
- 3. Readability 1 mg
- 4. Capacity 1 mg 100g
- 5. Accuracy ±1 mg
- 6. Stabilization time less than 10 Sec
- 7. Should have facility for automatic calibration.
- 8. Original literature should be attached
- 9. Users list should be attached with satisfactory report for the last three years from three users with contact details.
- 10. Firm should supply the relevant calibration certificate for the equipment from NABL accredited Lab.
- 11. Firm will have to supply the stabilizer if required along with the equipment free of cost
- 12. Original literature of equipment should be submitted.
- 13. Firm should also provide the relevant temperature calibration certificate for the equipment from any NABL accredited Lab.
- 14. Users list should be attached with satisfactory report for the last three years from three users with contact details.
- 15. Electrical: The equipment should be able to run on the existing electrical provision.
- 16. Product should be CE/FDA/BIS approved.

# HSCC (India) Limited

# <u>Multichannel variable pipette</u> - 8- Channel

- 8- Channel 30-300 ul 20-1000 ul

#### Specifications for Blood Cell Separator/Apheresis machine

- 1. Continuous Flow Blood Cell Separator.
- 2. Single/Dual Needle operation. (Optional accessory required for Single Needle)
- 3. Built in automated protocols for majority (4 of 6) of the below procedures, which all should be US-FDA approved
- a. Leukoreduced Plasma Collection
- b. Therapeutic Plasma Exchange.
- c. Single or doubleRBC collection and/or RBC Exchange
- d. Peripheral Blood Stem Cell Collections.
- e. Granulocyte Collection.
- f. Leukoreduced platelet collection or plateleapheresis
- 4. Automatic Pump Loading & Priming of disposables sets.
- 5. Automated Self test to ensure maximum Donor Safety.
- 6. Built in Leukoreduction (<5 x 106) for Platelets & Plasma using elutriation (eg LRS chamber) or other patented technology which is NOT based on leukoreduction filter.
- 7. Automatic Leukoreduction validation of platelets and plasma at the end of procedure.
- 8. Adjustable product concentration.
- 9. Separate Anticoagulation pump with custom programming adjustability
- 10. Safety check to prevent Platelets count droping below safety level for Donor safety.
- 11. Configurable maximum volume depletion levels either by weight or percentage of Total Blood Volume.
- 12. Extracorporeal volume less than 250 ml.
- 13. Built in Access & Return Pressure sensor.
- 14. Built in air detectors to prevent air embolism.
- 15. Built in ACD Detector.
- 16. Built in contamination monitor for monitoring & preventing RBC contaminations in platelet collection and plasma exchange.
- 17. Audio visual alarms.
- 18. Periodic Instrument Calibration certificate for the various parameters and QC of the products should be provided/maintained by the vendor
- 19. European CE or US-FDA approved.
- 20. Training to be provided by the concerned firm.
- 21. 20 nose of kit for platelet pheresis to be provided along with equipment.
- 22. User manual.
- 23. Company should provide donor couch along with the equipment.
- 24. Compatible heavy duty UPS in case of power failure

#### **Specification for Hemoglobinometer**

- 1. Should be able to measure the Hb using blood from finger prick (Should be based on Azide methohemoglobin method).
- 2. Should be capable of displaying results within 1 minute
- 3. Accuracy  $\pm 1 \%$
- 4. Disposable cuvettes. Cost of consumables to be quoted along with this tender as it will be considered for financial comparison.
- 5. Should be portable and should have the battery backup for 8 hours or more with provision of electric operations.
- 6. Factory calibrated and calibration should be verified automatically time when the instrument is turned on.
- 7. Should have the memory to store at least 500 results with date and time and should be able to transfer the results to PC.
- 8. Should be US FDA or European CE class-2A.
- 9. Should be ISO 13485 approved product.
- 10. Original literature of equipment should be submitted.
- 11. Should be able to do turbidity correction by using double wave length method
- 12. Users list should be attached with satisfactory report for the last three years from three users with contact details.
- 13. Demonstration for performance of equipment is compulsory in nearby area failing to which will be disqualification.
- 14. Electrical: The equipment should be able to run on the existing electrical provision

#### Specification for the consumables for Haemoglobinometer

- 1. Consumable should be compatible with the above mentioned system
- 2. System should be calibrated against the reference ICSH. Method
- 3. Should be able to use venous. Arterial or capillary blood
- 4. Price of the consumable should be quoted.
- 5. The system must be US FDA or European CE (class- 2A).

#### Specifications for Blood Collection Monitor/Blood Collection Meter & Shaker

- 1. Should have facility to preset total volume of blood to be collected and accordingly monitor and display amount collected. It should have facility to clamp to stop the collection of blood as soon as preset volume is collected and not allow over collection.
- 2. Battery backup should be > 8 hours with continuous work load (rechargeable battery)
- 3. Battery charger should be inbuilt
- 4. Should be portable (Suitable for outdoor blood donation camps).
- 5. Should be able to operate at 10-50°C
- 6. There should be digital display of preset volume, rate of collection and total time taken at the end of collection.
- 7. Oscillation:  $12 \pm 2$  rpm
- 8. Should mix the blood with anti coagulant solution during collection and ensure that only correct amount of blood is collected
- 9. Should have removable plastic tray for easy cleaning and maintenance
- 10. Should give indication of clamp status, battery status, set volume and collected volume, and alarm status during collection.
- 11. Should have self-diagnosis of error and system check.
- 12. There Should be Visual display and audible alarm: (i) when flow rate goes below 20 ml/min or high flow rate above 180 ml/min (ii) at the end of collection (iii) when battery low (iv) during pause function (v) any abnormal condition
- 13. CE /FDA/BIS certification specific for the product should be submitted
- 14. Every Bio-mixer should be provided with carry bag.
- 15. Original literature should be submitted
- 16. Firm should supply the relevant calibration certificate for the equipment from NABL accredited Lab.
- 17. User's list should be provided with satisfactory report for the last three years from three Licensed Blood Banks with contact details.
- 18. Original literature of equipment should be submitted.
- 19. Electrical: The equipment should be able to run on the existing electrical provision.
- 20. Suitable Automatic Voltage regulator/stabilizer meeting ISI specifications should be supplied. Broad specifications are : Automatic Type Input 150-280V , Output 220 V +/- 7 % , 50 Hz . Single phase , AC with automatic 2-4 sec Cut Off and 6-9 minutes restart delay.

#### **Specification for Blood Donor Couch**

- 1. Based on hemodynamic principles to allow blood volumes to redistribute
- 2. Armrest suitable for phlebotomy and better blood flow.
- 3. Automatic adjustment of arm- rest to adjust seat of length more than 50 cm and width of 15 cm to set the arm position to the donor's comfort
- 4. Material should be waterproof with rounded borders and easy to clean.
- 5. Should have removable upholstery for easy maintenance and cleaning. This martial should be fire resistance, bacterial resistance and stain resistance.
- 6. The length of the couch should be 200 cm to 215 cm to accommodate all type of donors.
- 7. Specially designed for comfort of donor and phlebotomist
- 8. Should be able to accommodate Donor weight capacity of more than 150 Kg.
- 9. Electronic remote adjustment for height and comfortable sitting position.
- 10. Provision to shift the donor's position from "head high foot low" to "foot high- head low" or any position in between
- 11. Emergency button on both sides to reach shock position: Head low in case donor reaction.
- 12. Three motors with separate control through remote for positioning of couch & should have independent movement of back rest, leg rest & height adjustment.
- 13. Electric motor should have limit switch and safety circuit.
- 14. Central locking with locking lever: Couch should be movable with wheels with locking facility.
- 15. Seat height adjustable to enable to lower it as low as 50 75 cm from the floor level for donor to sit easily.
- 16. Should have spring loaded foot rest to adjust according height of donor.
- 17. Provision of I.V. stand with provision keeping standard Bio mixer on both sides.
- 18. Trolley should be provided with each couch for keeping blood collection monitor and other consumables.
- 19. Good quality Couch covers (two sets) to be provided along with the couches including handles.
- 20. Original literature of equipment should be submitted.
- 21. User's list should be attached with satisfactory report for the last there years from three users with contact details.
- 22. Demonstration of performance of equipment is compulsory in nearby area failing to which will be disqualification.
- 23. Electrical: The equipment should be able to run on the existing electrical provision.
- 24. Should be European CE class-2A/FDA/BIS certified product.
- 25. Should be supply with suitable stabilizer with BIS/CE mark.

#### Accessories:-

- 26. Dust cover -1
- 27. Power cable-1
- 28. Additional arm rest (pair)-01 pair.
- 29. Remote control-1 No.

#### **Specification for Bench Top Di Electric Tube Sealer (single seal)**

- 1. Should be heavy duty radio frequency sealer.
- 2. Should be capable of doing 500+ sealing in 8 hrs and should be capable of functioning for minimum 12 hrs nonstop.
- 3. Should be a compact single unit
- 4. Should have high frequency sealing with low RF emission
- 5. There should be automatic detection of the tube by pressing of a lever which activates sensor.
- 6. Should be able to detect wet tube, leakage and sealing defects.
- 7. There should be uniform sealing irrespective of power supply variations.
- 8. Tube thickness of up to 6 mm of diameter and wall thickness up to 0.75 mm can be sensed and sealed automatically.
- 9. Should be able to making wide Seal of 2mm thickness.
- 10. Indication of seal in progress should be there.
- 11. Sealing time should be less than 2 sec.
- 12. Separable rupture line to separate tube after sealing.
- 13. Should ensure safety against electrical shock hazards, fire hazards, and mechanical hazards.
- 14. There should be no hemolysis of blood in the tube segments
- 15. No warm-up time should be required
- 16. Should be able to withstand voltage fluctuation
- 17. It should be easy to clean.
- 18. European CE/US-FDA certification specific for the product should be submitted.
- 19. ISO 13485 certification specific for the product should be submitted
- 20. Weight of equipment should not exceed 6 Kg.
- 21. Original literature of equipment should be submitted.
- 22. Users list should be provided with satisfactory report for the last three years from three Licensed Blood Banks with contact details.
- 23. Electrical: The equipment should be able to run on the existing electrical provision

#### **Colorimeter (Computerized)**

Wave length – 400 to 700nm with 8 optical filters

Filters peak wave length (typical) – 420, 440, 490, 520, 540, 570, 600, 700 nm.

Measuring modes - %T, Abs., Conc. And K-Factor

Photometric resolution – 0.1%T to 0.001Abs up to 1.999Abs (O.D.)

Display – 2 line 16 character LCD

K-Factor – 0 to 1999

Concentration – 0 to 2 times of the absorbance

Memory – data can be stored in memory

Sample volume – 1 ml to 4 ml test tube / cuvette

Source - LED

Detector – Hermetically sealed photo-diode

Printer – printing through standard laser printer

Power - 230±10% Volt, 50 Hz

Accessories – four test tubes and two glass cuvettes

The supplier should be ISO certified for quality standards.

Should be FDA/CE or BIS approved product

#### **AUTOMATIC MICRO PLATE WASHER**

- 2.1 Fully automate programmable micro plate washer with 8/12 manifold.
- 2.2 Then micro plate washer should offer the possibility of flexible, programming of the desired washing procedures. It should have 1-4 liquid channels.
- 2.3 It should be capable of storing up to 75 user defined washing procedures.
- 2.4 The dispensing volume/ well should be 50-3000 ul.
- 2.5 Plate soaking be programmable at any point of the washing procedure.
- 2.6 Should have soak time of 1-999 sec.
- 2.7 Performance sequence should be either on whole plate "Plated Mode" or strip by strip "Strip Mode".
- 2.8 It should offer the possibility to present physical parameters & well shape (round or Hal bottom) of the used micro plate (up to 10) & store this information under freely definable names.
- 2.9 Application aspiration should be performed at the edge of the well. altering from one side to the other, or in the centre when using, round bottom plates.
- 2.10 Residual volume/ well should be less than 2 ul.
- 2.11 The desired number of cycle as well as the interval lime between the steps should be freely definable
- 2.12 Necessary sequence should be defined as a combination of single steps, which are freely adjustable, be selling the corresponding parameter.
- 2.13 The result of the washing procedure may be intensified by an optional wash cycle limited to the bottom area (bottom wash).
- 2.14 Aspiration should prevent an overflow of the well contents.
- 2.15 A variety of pre-programming procedures should cover majority of standards application
- 2.10 This should be able to be used as COOMBS WASHER" with vertical and horizontal movements performed with 0.1 mm steps.
- 3 System Configuration Accessories, spares and consumables:
- 3.1 . System as specified-
- 4 Environmental factors:
- 4.1 The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%.
- 4.2 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%.
- 5. Power Supply:
- 5.1 Power input to be 220-240 VAC. 5()I Hz fitted with Indian plug
- 5.2 Resettable over current breaker shall be fitted for protection
- 5.3 Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications (Input 160-260 V and output 220-240 V and '50 Hz).
- 5.4 Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.
- 6. Standard and Safety:
- 6.1 Should be FDA/CE/UL approved product.
- 6.2 Comprehensive warranty for 2 years.
- 6.3 Comprehensive training for lab staff support services till familiarity with the system.
- 6.4 Electrical safety conforms to standards for electrical safely IEC-60601 /IS-13450.

#### Documentation:

- 7.1 Certificate of calibration and inspection from factory.
- 7.2 List of Equipments available for providing calibration and routine Preventive Maintenance Support, as per manufacturer documentation in service/technical manual.
- 7.3 User/Technical/Maintenance manual to be supplied in English.

#### **Blood Cell Washing System**

- 1 Technical Specifications:
- 1.1 It should be made of stable Roburt. All-Steel Cabinet.
- 1.1 Max. rpm:: 3.000 or more.
- 1.3 Max. KCT: KOO gm or more;
- 1.4 Max. Volume: 12-place stainless steel rotor for 12 mm X 75 min or 10 mm X 75 nun
- 1.5 Drive Unit should be Three-speed brushless induction motor, with sealed, Lubricated bearings.
- 1.6 Should have Sensor-touch control billions with digital LED display.
- 1,7 Should have safety Indication of disorders by self diagnosis program.
- 1.8 Should Display the Number of wash cycles and Time selected, Saline level Lid latch and have Alarm at end of run.
- 1.9 Indication of digital selectable from 1 to 4 wash cycles.
- 1.10 All consumables required for installation and standardization of system to be given free of cost.
- 2. Environmental factors:
- 2.1 The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%.
- 2.2 The unit shall be capable of operating continuously in ambient temperature of 10-40 deg C and relative humidity of 15-90%.
- 3. Power Supply:
- 3.1 Power input to be 220-240 VAC, 50 Hz fitted with Indian plug.
- 3.2 Resettable over current breaker shall be fitted for protection.
- 3.3 Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications (Input 160-240 V and Output 220-240 V and 50 Hz).
- 3.4 Suitable UPS with maintenance free batteries for minimum one-hour back-up should he supplied with the system.
- 4. Standard and safety:
- 4.1 The automated cell cashing system should ensure precise cell washing in compliance with AABB guidelines.
- 4.2 Should be FDA/VCE/UL approved product.
- 4.3 Electrical safety conforms to standards for electrical safely IEC-60601/IS13450.
- 4.4 Comprehensive warranty for 3 years.
- 4.5 Manufacturer/Supplier should have ISO certification for quality standards.
- 4.6 Comprehensive training for lab staff and support services till familiarity with the system.
- 5. Documentation:
- 5.1 Certificate of calibration and inspection from factory.
- 5.2 list of equipment available for providing calibration and routine preventive Maintenance Support as per manutaellirer documentation in service/technical manual.
- 5.3 User/Technical/Maintenance manual to be supplied in English.
- 5.4 list of important spare parts and accessories with their part number and costing.
- 5.5 Log hook with instruction for daily, weekly, monthly and quarterly maintenance checklist.

The job description of the hospital technician and company service engineer should he clearly spelt out.

#### **Blood Donation Camps Vehicle**

- 1 The chassis should be of from a reputed standard manufacturer of vehicles have after sales service network on all India basis.
- 2 The engine should be commensurate with the requirements that should run on diesel and airconditioning on Generator
- The engine should compliant with the latest pollution norms as directed by the Government of India and appropriate agencies.
- The vehicle should be fully air-conditioned so that the ambient temperature is between 20 deg C to 22 deg C while the vehicle is stationary as well as running. It should be ensured that the engine power is not reduce drastically while the air-conditioner is on so that it does not hamper normal driving speed within the city as well as on the highway.
- 5 Genset (Eco-friendly) with 05 KV A capacities for air-conditioning and other equipments should be installed ..
- 6 Dual electricity systems with facility for change over and cable for external power source having length of minimum of 50 meters.
- 7 Adequate lighting of CFL or fluorescent type.
- 8 The interior should be aesthetic with combination of fiber/superior and comfortable upholstery for better insulation and finish.
- 9 Flooring should be vinyl 2mm of pleasing shade and easily cleaned and disinfected following blood-spill.
- Windows should wide and easily opened.
- All necessary emergency systems including exits should be provided
- 12 Adequate fire-fighting accessories must be installed.
- 13 Storage area should be provided in the Wldercarriage.
- 14 The exterior of the vehicle should be of fine finish and colored, appropriately incorporating logos of the institution with other indications as desired by the Purchaser.
- 15 The seating for driver and cleaner should be appropriate and comfortable with clear vision of the road.
- Adequate sized door for easy entry and exit.
- 17 The blood collection area should consist of:
- a) One berths (Donor couch) of length each around 5-6ft.
- b) Two plug point of 5 amps capacity with each Donor couch for biomixer and Sealer.
- c) Storage space/ cupboards for keeping records, registers, chemicals, bags, medicine etc
- d) Folding and detachable stairs.
- 18 Side awning on left side.
- 19 Blinkers and Siren roof mounted after due permission from department.
- 20 Broad specifications of Vehicle:
- 1 Engine Horse Power: Should be minimum 75 BHP@3200rpm, BS-IV
- Wheel Base: Minimum 3200mm.
- 3 Transmission: Manual or Automatic
- 5 Alternator Minimum 90amp @ 13.5V7
- 6 Air Conditioning: Should work when even the engine is off.
- 7 Power Steering: Should be there in the vehicle.
- 8 Hatrack Console: With study light and AC Louvers.
- 9 Luggage space: Below the floor
- 10 Minimum Length: Donor Cabin 3100mm Minimum.

#### Scrub: Sink:

- a) Stainless steel sink integrated with waste basin with water tap installed inside the sink.
- b) Appropriate Dimension (400 X 450 mm)
- c) Mirror over the sink

Internal design: The vehicle should have following divisions with appropriate accessories (equipment, partitions for demarcating areas and modular furniture) Donor area: Medical Modular furniture for medical examination of a donor in privacy by Examination area: Medical Officer.Bleeding area:

There should be provision for 01 donor couches with accessories required for bleeding. Storage Cabinet and audio-visual system, should be provided. Refreshment with arrangement for the donor with refreshment facilitiesLaboratory storage area:andBlood Bank refrigerators as per specification along with an appropriate laboratory table for blood grouping facilities. Modular furniture and storage cabinets should be provided with antiskid Flooring

The entire vehicle should follow bio-safety norms and flooring should be anti bacterial & antiskid properties.

#### Additional requirements:

Additional Requirements, Technical Specifications:

- A. Donor Couch 01
- 1. Comfortable chair type with soft padding for cushioning and rexin cover.
- 2. Seat, back rest and leg rest size designed for donor comfort. Seat height approximately 58-60 em.
- 3. Adjustable arm rest for donor's comfort and phlebotomist friendly.
- 4. Easily tilted to head low position, electrically operated.
- 5. To be operational on 220 to 240 V at 50 Hz.
- B. Blood Transportation Boxes 01
- 1. Fixed two temperatures setting adjustable to +4°C and +22°C.
- 2. Capacity to accommodate minimum 24 blood bags of 450 ml.
- 3. External dimension of each transportation box should be within 1000 "1500mm (L)X800-1000 mm (W)X 600-700 mm (H)
- 4. Chest / Vertical Cabinet with built in handles and hinged door.
- 5. Body material should be Polyethylene (corrosion free)
- 6. Smooth castors with stabilizers for flexibility and movement.
- 7. Ambient working temperature  $-2^{\circ}$ C to  $+43^{\circ}$ C.
- 8. Main power switch.
- 9. Microprocessor based temperature controller with integrated audio visual temperature alarm function on digital monitoring display.
- 10. Separate selector switch for + 4°C and +22°C temperature settings.
- 11. Nominal DC power 12/24 volt and Nominal AC power 100 240 volt, SO/60Hz.
- 12. Automatic AC / DC power supply selection.
- 13. Automatic Cooling / heating operation.
- 14. Air cooled hermetically sealed DC compressor.
- 15. Vehicle fixation kit.
- 16. Controlled fan cooling system for constant air/temperature distribution.
- 17. For storage of Blood bags, minimum two (2) wire basket should be provided in each box.
- 18. Power alarm audio and visual by LED. Audio alarm can be switched off. Temperature audio and visual high and low alarm by LED.
- 19. Minimum Polyurethane insulation CFC free for the cabinet and the door.
- C. Di-Electric Tube Sealer 01
- 1. Should be a heavy duty tube-sealer.
- 2. Should be for bench-top use.

- 3. The sealing time should not be more than 2 seconds.
- 4. Sealing triggering should be automatic.
- 5. Should also have extended portable hand unit.
- 6. Should have indication lamps.
- 7. No warm-up time should be required.
- 8. Should ensure easy separation of tube segments after the sealing.
- 9. Should be simple to handle.
- 10. To be Operational on 220 to 240 V at 50 Hz.
- D. Blood Mixer and Collector- 01
- 11. Power Supply  $\sim 30 \text{ V} \pm 10$ ; 50Hz.
- 12. Volume setting: Pre-selection of volume to be collected. Tarring of bag volume before I collection, Tarring range: 0 600 g. Automatic storage and recall of Iset volume. Measure volume with best accuracy <1%.
- 13. Indications &
- (i) LED indication on commencement of collection. alarms:
- (ii) LED indication and audible alarm at the end of collection.
- (iii) Indication of time taken for collection.
- (iv) Indication of blood flow with audio alarm when blood flow is higher or lower than desired.
- (v) Continuous display of collected volume, flow and time during collection.
- 14. Automatic clamping at termination of preset volume collection.
- 15. Automatic release of bag when lifted.
- 16. Continuous agitation of blood bags during collection: 12 16 rpm.
- 17 Easy provision to change preset volume.
- 18. . Should be suitable for all types of bags.

#### Additional Requirements

All Suppliers should indicate previous experience regarding fabrication of similar vehicles or mobile clinics or Ambulances.

The Supplier must include a provisional drawing of the design in the commercial bid of the tender.

The drawing should incorporate the basic spirit envisaged in this vehicle: for collecting blood from camps, educating the public regarding blood donation and safely transporting the collected blood to the institution. Some minor modifications in the design and layout may be required by the Purchaser should be incorporated in the final fabrication at no extra cost.

In case the Supplier is not the manufacturer of the chassis, the Supplier must include an authorization certificate from the manufacturer of the chassis.

The selected Supplier shall be responsible for complete fabrication and delivery of the vehicle as required by the department.

The Supplier shall provide at the necessary service, maintenance of the vehicle engine as per OEM warranty requirements & fabrication of chassis body, air-conditioning, electrical fittings and all accessories as per the warranty terms.

#### **PLASMA THAWER**

- 1. Should be electronically regulated dry system for thawing of Plasma bags & also for warming of blood & Blood Products like Erythrocyte concentrate, cryopreserved preparation, cryo preserved stem cell or infusion solutions. The heat transfer is through heat transfer fluid running through heat transfer cushions without getting in direct contact with the bags of Plasma & blood products
- 2. Mode of Operation: Provable & documentable thawing out & warming Process.
- 3. Should have preset program to run for Plasma thawing ,warming of Blood, thawing of HPC's. Should have capacity to thaw 4-8 bags simultaneously. On completion of the thaw it should raise the tray.
- 4. Should have sensors for leakage detection in case of Plasma bag is getting leaked during the thawing process; fill level of the water tank.
- 5. should have LCD display with audio visual Alarm system & touch pad key with the display of Temperature, Menu system, information about running program with count down timer, error message, output warnings
- 6. Should ensure uniformity of temperature throughout the operations with optical & acoustic signal after heating duration is complete
- 7. Should ensure thawing & warming of blood & blood products without direct contact with water to ensure contamination free operations
- 8. Should have option for attaching Printer, Barcode reader etc.
- 9. The device should be lightweight, portable with maximum weight of the device not beyond 20 kgs without the heating fluid
- 10. should have corrosion free operation due to high quality synthetic body with rounded interiors to ensure easy cleaning process
- 11. Should have a transparent cover to ensure that the blood & plasma bags are visible during the heating & thawing process
- 12. The heat transfer fluid should flow through heat transfer cushions in a closed system to ensure contamination free operations.
- 13. There should be a filler opening to fill the device with heat transfer fluid to be changed once a year
- 14. should be maintenance free, There should not be any requirement to change the heating fluid after even after leakage to allow the thawing fluid to be changed oly after one year
- 15. Should be class 1 safety device with CE marking.
- 16. The manufacturer should be certified for ISO 9001 & ISO 13485"

#### **Specifications for Dialysis Chair**

#### **Technical Specifications:**

- 1 Should be ergonomically designed and comfortable to the patient.
- 2 Should allow the patient to test in full sitting and lying position.
- 3 Should have electronically controlled adjustment for back section, leg section and height.
- 4 Should have a patient hand set with controls for all positions.
- 5 Arm set should fold to allow side entry of the patient.
- 6 Seat cushion should be removable, made of proper density foam and should have smooth surface for easy hygiene and cleaning.
- 7 Frame should be made up of corrosion free galvanized steel with powder coating and should have four 150mm dia swiveling castor wheels of which the front two should be lockable.
- 8 Should be able to withstand a maximum load of 150kg.
- 9 Should have facility for online weight measurement (optional).
- 10 Should have detachable drip stand and a tray table.
- 11 Power input 220-240 VAC, 50HZ fitted with Indian plug.
- 12 Should have USFDA/European CE approved product.
- 13 Manufacturer/Supplier should have ISO certification.
- 14 All electrical actuators and mechanisms should be housed inside the structure making the product safer.
- 16 User/technical/maintenance manuals to be supplied in English.
- 17 Certificate of calibration and inspection.

#### **SECTION-VII**

#### **GENERAL TECHNICAL SPECIFICATIONS**

#### **GENERAL POINTS:**

#### 1. Warranty:

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

#### 2. After Sales Service:

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

#### 3. Training:

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

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

- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

#### Turnkey Works:

The Tenderer shall examine the existing site where the equipment is to be installed to assess the site condition for Equipment placement and installation. Whether the scope of Turnkey Works is mentioned in the Technical Specifications or not, the bidder's offer should be on a "Turn Key" basis including all costs associated with the supply, installation and commissioning of the equipment.

For equipment, the major Turnkey work to be carried out are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turnkey Job of Hospital/Institution/Medical College. The Turnkey costs to 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.

Bidders must take into consideration in its bid, the costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilizers, U.P.S. etc. required for successful installation testing and commissioning of the Medical Equipment and the "All inclusive lump sum price" should include all such costs, each **Item/schedule/package** is to be considered a package in itself and suppliers to execute the order package on a "turn key basis" including all civil, electrical, air – conditioning & allied requirement for the equipment, at the site.

For X-Ray and related equipment, bidders who have Type Approval/NOC of AERB/BARC shall only be considered with documentary evidence. It shall be bidder's responsibility to get the equipment installed and commissioned as per AERB / BARC guidelines, obtain AERB/BARC approvals and install and commission equipment on "Turn Key basis". Bidders must take into consideration in its bid the costs to be incurred for any additional work viz. Electrical cabling, plugs of suitable ratings from the source, Electrical points of suitable ratings, water connection, water drainage, plumbing, air-conditioning, Radiation protection/shielding, mechanical & allied requirement for the equipment etc. required for successful installation, commissioning and running of the Equipment and the quoted "All inclusive lump sum price" should include all such costs.

## Section - VIII Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - c. telegraphic address
  - d. telex number
  - e. telephone number
  - f. fax number
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
  - a. normal
  - b. maximum
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
  - a. for incoming materials and bought-out components
  - b. for process control
  - c. for final product evaluation
- 07 Test certificate held
  - a. type test
  - b. BIS/ISO certification
  - c. any other
- 08 Details of staff
  - a. technical
  - b. b skilled
  - c. cunskilled

Signature and seal of the Tenderer

### Section – IX Qualification Criteria

- 1. The tenderer must be a manufacturer or it's authorized Indian Agent. They may authorise their agent as per proforma of Manufacturer authorization form as given in the tender enguiry document to quote and enter into a contractual obligation.
  - 2. (a) The Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 50% of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily in Government Hospitals / Private Hospitals / PSU Hospital/ UN Agencies. Tenders shall submit Performance Certificate / Installation reports & order copies in respect of the above.
  - 2. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least one contract in the last five years from the date of tender opening of similar equipment meeting major parameters of technical specification which is functioning satisfactorily, anywhere in India. Tenders shall submit Performance Certificate / Installation reports & order copies in respect of the above.

#### **Note**

- 2. The tenderer shall give an affidavit as per Section-XIX of the TE document.
- 3. In support of 2(a) & 2(b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer/Indian Agent as Tenderer shall furnish Satisfactory Performance Certificate/Installation Reports in respect of above, duly notarized in the country of origin, along with the tender.

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. Tender shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by chartered accountant bearing their membership No.
- 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)

Tender Refere	ence No.		:				
Date of opening							
Time							
Name and address of the Tenderer :							
Name and address of the manufacturer :							
Order placed by (full	Order number and date	Description and quantity of ordered	Value of order	Date of completic	on of	Remarks indicating reasons	Have the goods been functioning
address of Purchaser /Consigne e)		goods and services	(Rs.)	As per contract	Actual	for delay if any	Satisfactorily (attach documentary proof)**

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.

Signature and seal of the Tenderer

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

#### Section – X TENDER FORM

Date To	
Medical Superintendemnt & VMMC, Safderjung Hospital, New Delhi.	
Ref. Your TE document Nodated	
We, the undersigned have examined the above mentioned TE document, include amendment/corrigendum No, dated (if any), the receipt of which is her confirmed. We now offer to supply and deliver (Description of goods and services conformity with your above referred document for the sum of (total tender amoin figures and words), as shown in the price schedule(s), attached herewith and made part of tender.	reby s) in ount
If our tender is accepted, we undertake to supply the goods and perform the services mentioned above, in accordance with the delivery schedule specified in the List of Requirement We further confirm that, if our tender is accepted, we shall provide you with a performance 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 contract.	nts. ance with
We agree to keep our tender valid for acceptance as required in the GIT clause 20, read a modification, if any in Section - III – "Special Instructions to Tenderers" or for subseque extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender us the aforesaid period and this tender may be accepted any time before the expiry of the aforeseriod. We further confirm that, until a formal contract is executed, this tender read with y written acceptance thereof within the aforesaid period shall constitute a binding contibetween us.	ently ip to said your
We further understand that you are not bound to accept the lowest or any tender you receive against your above-referred tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned document, including amendment/corrigendum if any	
(Signature with da	ate)

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

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

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

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

HSCC/SJH/Med.Eqpt./2015/3

Date: \_\_\_\_\_

Dated 15.05.2015

Seal of the Tenderer\_\_\_\_\_

#### **SECTION – XI PRICE SCHEDULE** PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4		5							
Schedule			Quantity		Price per unit (Currency)							
	Description of Goods	or Origin		FOB/FCA price at port/ airport of Lading (a)	Carriage & Insurance (port of loading to port of destination) and other Incidental costs (b)	CIP Price (name place/por t of destinatio n in India (c)	Loading & unloading at name place/port of entry in India + local transportation and storage to the consignee site + Extended Insurance for a period including 3 months beyond date of delivery**	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site ** (e)	Unit Price on CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site)  (f) = c+d+e	Total price on CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site) 4X 5 (f)		
	In all on Commo											

** To I	be paid in I	Indian Curre	ncy (Rs.)			
Total <sup>*</sup>	Tender pri	ce in foreign	currency	:	 	 
n woı	rds:					
Note:	-					

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

B)

- 2. The charges for Annual CMC after warranty shall be quoted separately as per Section XI Price Schedule C
- 3. The Tenderer will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition as per terms of DDP at Consignee's site as per INCOTERMS, if applicable

Custom Duty @ 11.76% & Custom Clearance Charges @ 2% will be added to CIP charges to arrive at DDP Price at consignee site for evaluation purpose.

Indian Agency Commission% of FOB/FCA Signature of Tenderer	
	Name
	Business Address
Place:	Signature of Tenderer
Date:	Seal of the Tenderer

#### SECTION – XI PRICE SCHEDULE

C)	PRICE SCHEDUL	E FOR ANNUAL	COMP	REHEN	SIVE M	AINTE	NANCE	<b>CONTRACT AFTER WARRANTY PERIOD</b>
1	2	3		4				5
Schedule	BRIEF DESCRIPTION	QUANTITY.	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 5
No.	OF GOODS	(Nos.)	1 <sup>st</sup>	2 <sup>nd</sup>	3rd	4 <sup>th</sup>	5 <sup>th</sup>	Years [3 x (4a+4b+4c+4d+4e)]
			a		C	u	C	

<sup>\*</sup> After completion of Warranty period

#### **NOTE:-**

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

	Business Address
Place:	Signature of Tenderer
Date:	Seal of the Tenderer

Name

### SECTION XI- PRICE SCHEDULE D) PRICE SCHEDULE FOR TURNKEY

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE	Turnkey price

#### Note: -

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

	Name
	Business Address
Place:	Signature of Tenderer
Date:	Seal of the Tenderer

### SECTION – XII QUESTIONNAIRE

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

- 1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "not applicable".
- 2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
- 3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

#### SECTION – XIII BANK GUARANTEE FORM FOR EMD

Whereas quotation dated	(hereinafter	called the	"Tenderer")	has submitted its
the "tender") against the p	for the supply of	rv No		Know all
persons by these presen	ts that we	y 140	of	Know un
(Hereinafter called the "B	ank") having our registe	red office a		are
bound unto	(hereinafte	er called th	ne "Purchase	r) in the sum of
for	which payment will and	truly to be	made to the	said Purchaser, the
Bank binds itself, its succe				
the said Bank this	day of 2	20 The c	onditions of th	nis obligation are:
	withdraws or amends, in		rogates from t	he tender in any
	period of validity of this t			
(2) If the Tenderer during the period o	having been notified of that its validity:-	ne acceptano	ce of his tende	r by the Purchaser
a) fails or re the contract or	fuses to furnish the perfo	ormance sec	urity for the d	ue performance of
<del>-</del> ·	fuses to accept/execute t	he contract.		
or				
•	s to notice that the inform Ise, misleading or forged	nation/docu	ments furnish	ed in its tender is
We undertake to pay the	Purchaser up to the ab-	ove amount	upon receipt	of its first written
demand, without the Purc				
the Purchaser will note that				e occurrence of one
or both the two conditions				
This guarantee will remain				
validity and any demand in	n respect thereof should	reach the Ba	ink not later th	nan the above date.
	(Si	gnature of t	he authorised	officer of the Bank)
		Na	ame and desig	nation of the officer
	Seal, name & a	ddress of th	e Bank and ad	dress of the Branch

### SECTION – XIV MANUFACTURER'S AUTHORISATION FORM

¯0
Medical Superintendemnt, Safderjung Hospital & VMMC, New Delhi.
Dear Sirs,
Ref. Your TF document No dated
Ve, who are proven and reputable manufacturers
of(name and description of the goods offered in the tender) having
actories at, hereby authorise Messrs(name
and address of the agent) to submit a tender, process the same further and enter into a contract
vith you against your requirement as contained in the above referred TE documents for the
lbove goods manufactured by us. Ve 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
poods and services offered for supply by the above firm against this TE document.
Yours faithfully,
[Signature with date, name and designation] for and on behalf of Messrs
[Name & address of the manufacturers]  Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent to legally bind the manufacturer.  2. Original letter may be sent.

#### **SECTION – XV**

#### BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

#### SECTION – XVI CONTRACT FORM - A

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

(Address of the Purchaser's/Consignee's						
office issuing the contract)						
Contract No dated						
This is in continuation to this office's Notification of Award No dated						
<ol> <li>Name &amp; address of the Supplier:</li> <li>Purchaser's TE document No dated and subsequent Amendment</li> </ol>						
No, dated (if any), issued by the purchaser						
3. Supplier's Tender No dated and subsequent communication(s) No						
dated (if any), exchanged between the supplier and the purchaser in connection with						
this tender. 4. In addition to this Contract Form, the following documents etc, which are included in the						
documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be						
read and construed as integral part of this contract:						
(i) General Conditions of Contract;						
(ii) Special Conditions of Contract;						
(iii) List of Requirements;						
(iv) Technical Specifications;						
<ul><li>(v) Quality Control Requirements;</li><li>(vi) Tender Form furnished by the supplier;</li></ul>						
(vii) Price Schedule(s) furnished by the supplier in its tender;						
(viii) Manufacturers' Authorisation Form (if applicable for this tender);						
(ix) Purchaser's Notification of Award						
Note: The words and expressions used in this contract shall have the same meanings as are						
respectively assigned to them in the conditions of contract referred to above. Further, the						
definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions						
to Tenderers' of the Purchaser's TE document shall also apply to this contract.  5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced						
below for ready reference:						
(i) Brief particulars of the goods and services which shall be supplied/ provided by the						
supplier are as under:						
Schedule Brief description Accounting Quantity Unit Total Terms of No. of goods/services unit to be Price price delivery						
supplied						
Any other additional services (if applicable) and cost thereof:						

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Total value (in figure) (In words)  2. Delivery schedule
(iii) Details of Performance Security
(iv) Quality Control
(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
(b) Designation and address of purchaser's inspecting officer
(v) Destination and despatch instructions
(vi) Consignee, including port consignee, if any
3. Warranty clause
4. Payment terms
5. Paying authority
(Signature, name and address of the Purchaser's/Consignee's authorised official)  For and on behalf of
Received and accepted this contract
(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of
(Name and address of the supplier)
(Seal of the supplier)
Date:

## SECTION – XVI CONTRACT FORM – B CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No dated Between					dated				
(	Address of I	Head of Hospital/Ir	nstitute/Medica	l Col	leae)				
	And				9 - 7				
	Ref: Contr insta	dress of the Supplier act No do the Supplier act No	ated						of Contract for supply, ng of operators &
	In cor	ntinuation to the ab	ove referred co	ntra	ct				
		6. The Contract under: -	of Annual Con	nprel	nensi	ve M	1ainte	enanc	e is hereby concluded as
	1	2	3			4			5
	Schedule No.	BRIEF DESCRIPTION OF GOODS	RIPTION QUANTITY.			ance Each wise	ensive Cont Unit	ract	Total Annual Comprehensive Maintenance Contract Cost for 5 Years
		01 000003		<b>1</b> st	2n d	<b>3</b> r d	4 <sup>th</sup>	5 <sup>th</sup>	[3 x (4a+4b+4c+4d+4e)]
				а	b	С	d	е	
7	b) The from extended from extended from extended from from extended from from from from from from from from	om (da piry of CMC) ost of Annual Comp entive maintenance d may be quoted fo y basis for complete other vacuumatic p e will be 98% uptim ) basis, with penalt g CMC period, the stenance including to ical/operational m	e from the date of expiry of orehensive Mair, labour and spar next 5 years are equipment (ir arts, & ne warranty dury, to extend CM supplier shall vesting and calibratual. The sup	Warr ntena ares, is cor nclud _) an ring ( lC pe isit a pratic	anty ance ( after ntaind ing X d Tu CMC p riod l t each on as shall	Contraction and a contraction	ract (difactor the actubes y (if actubes y concubile signer the main reach)	expir cMC) ry cor bove , Helinny). 24 (h the d ee's sir anufa cons	referred contract on um for MRI, Batteries for rs) X 7 (days) X 365 owntime period. te for preventive cturer's service/
	from the date of the successful completion of warranty period for preventive maintenan of the goods.  f) All software undates should be provided free of cost during CMC								

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g)	The bank guarantee valid till	[(fill the date) 2 months after expiry of entire
		[(fill amount) equivalent to 2.5 % of the
		nall be furnished in the prescribed format given in
		ith the signed copy of Annual CMC within a period
		ial CMC failing which the proceeds of Performance
	Security shall be payable to the Purchase	
		nance of the CMC as per contract, the proceeds
	cost of the equipment as per contract	amount of Rs (equivalent to 2.5 % of the
	• • • • • • • • • • • • • • • • • • • •	nnual CMC will be made against the bills raised to
	, <b>,</b>	monthly basis after satisfactory completion of said
		concerned. The payment will be made in Indian
	Rupees.	, ,
	j) Paying authority:	(name of the consignee i.e. Hospital/ Institute
		/Medical College's authorised official)
		(Signature, name and address
	of Hospital/	Institute/Medical College's authorised official)
		For and on behalf of
	ed and accepted this contract	
	ture, name and address of the supplier's	
	uthorised to sign on behalf of the supplied	r)
	d on behalf of	
	and address of the supplier)	
	f the supplier)	
iace		

## SECTION – XVII <u>CONSIGNEE RECEIPT CERTIFICATE</u> (To be given by consignee's authorized representative)

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

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

### SECTION – XVIII <u>Proforma of Final Acceptance Certificate by the Consignee</u>

Date	
То	
M/s	
<del></del>	
Subject: Certificate of commissioning of equipment/plant.	
This is to certify that the equipment(s)/plant(s) as detareceived in good conditions along with all the standard ar set of spares (subject to remarks in Para no.02) contract/technical specifications. The same has been instal	nd special accessories and a in accordance with the
(a) Contract Nodated	
(b) Description of the equipment(s)/plants:	
(c) Equipment(s)/ plant(s) nos.:	<del></del>
(d) Quantity:	<del></del>
(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no dated	
(f) Name of the vessel/Transporters:	
(g) Name of the Consignee:	
(ii) Date of confinitissioning and proving test	
Details of accessories/spares not yet supplied and recoveri	es to be made on that
account.	
SI. Description of Item Quantity Amount to be recover No.	red No.

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following: He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

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

No\_

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

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

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

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

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

Signature

Name

Designation with stamp

#### ## Explanatory notes for filling up the certificate:

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

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

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

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

### SECTION – XIX AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify thatthe prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date: (Signature of the bidder)
NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

# SECTION – XX <u>CHECKLIST</u> Name of Tenderer:

### Name of Manufacturer:

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

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
5. a.	Have you submitted satisfactory			
	performance certificate/ Installation			
	Reports as per the Proforma for			
	performance statement in Sec. IX of TE			
	document in respect of all orders?			
b.	Have you submitted copy of the order(s)			
	and end user certificate/ Installation			
	Reports?			
6.	Have you submitted manufacturer's			
	authorization as per Section XIV?			
7.	Have you submitted prices of goods,			
	turnkey (if any), CMC etc. in the Price			
	Schedule as per Section XI?			
8.	Have you kept validity of 120 days from			
	the Techno Commercial Tender Opening			
	date as per the TE document?			
9. a.	In case of Indian Tenderer, have you			
	furnished Income Tax Account No. as			
	allotted by the Income Tax Department of			
	Government of India?			
b.	In case of Foreign Tenderer, have you			
	furnished Income Tax Account No. of your			
	Indian Agent as allotted by the Income			
	Tax Department of Government of India?			
10.	Have you intimated the name an full			
	address of your Banker (s) along with			
	your Account Number			
11.	Have you fully accepted payment terms as			
	per TE document?			
12.	Have you fully accepted delivery period as			
	per TE document?			

SI No.	Activity	Yes/No/ NA	Page No. in the TE document	Remarks
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			
18.	Have you enclosed the Affidavit as per Section XIX of the TE Document?			

#### N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

### Section - XXI Consignee List

Consignee	Medical Institutions	Contact Address.
	Medical Superintendent,	Medical Superintendent,
	Safderjung Hospital &	Safderjung Hospital &
	VMMC, New Delhi	VMMC, New Delhi

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