

GLOBALTENDER ENQUIRY DOCUMENT

**FOR PROCUREMENT OF
MEDICAL EQUIPMENT FOR VARIOUS DEPARTMENT**

FOR

GOVT. OF INDIA

MINISTRY OF HEALTH & FAMILY WELFARE

HITES/PCD/AIIMS-IV/66/MIX/ 22-23

Through



(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)

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SECTION I
NOTICE INVITING e-TENDER (e-NIT)

Tender Enquiry No.: HITES/PCD/AIIMS-IV/66/MIX/22-23 dated 31-03-2023

- 1) Procurement & Consultancy Services Division of HLL Infra Tech Services Limited (HITES), a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites tenders, from eligible and qualified tenderers for supply & installation of Medical Equipments to various AIIMS getting established under PMSSY.

Sl. No	Tender ID	Name of the Item	Qty.	Tender processing Fee(Incl. of GST@18%)	EMD Amount in Rs.	Total Estimated cost Rs.
1	2023_HLL_150719_1	Rotary Microtome	4	590	40,000	2,000,000.00
2	2023_HLL_150719_2	Transcranial Doppler	6	1,770	144,000	7,200,000.00
3	2023_HLL_150719_3	Cryostat	8	1,770	240,000	12,000,000.00
4	2023_HLL_150719_4	Gel Documentation System	4	1,770	96,000	4,800,000.00
5	2023_HLL_150719_5	Agarose Gel Electrophoresis System	4	590	2,000	100,000.00
6	2023_HLL_150719_6	Apheresis Machine	2	1,770	60,000	3,000,000.00
7	2023_HLL_150719_7	Automated bacterial identification system	2	1,770	92,000	4,600,000.00
8	2023_HLL_150719_8	Automated Urine Analyser	4	1,770	80,000	4,000,000.00
9	2023_HLL_150719_9	Basic Transcranial Magnetic Stimulator	2	1,770	140,000	7,000,000.00
10	2023_HLL_150719_10	BLS Practising Manikin	2	590	12,000	600,000.00
11	2023_HLL_150719_11	Cardiotocography Machine	12	1,770	120,000	6,000,000.00
12	2023_HLL_150719_12	CO2 Laser	4	2,950	560,000	28,000,000.00
13	2023_HLL_150719_13	Continuous Glucose Monitoring System	18	590	36,000	1,800,000.00
14	2023_HLL_150719_14	CRRT Machine	6	1,770	180,000	9,000,000.00
15	2023_HLL_150719_15	Cryotherapy	2	590	33,132	1,656,600.00
16	2023_HLL_150719_16	CT 128 Slice	2	2,950	2,400,000	120,000,000.00
17	2023_HLL_150719_17	DEXA Scanner (BMD)	4	1,770	320,000	16,000,000.00
18	2023_HLL_150719_18	ECHO and USG Machine	12	1,770	288,000	14,400,000.00
19	2023_HLL_150719_19	ENT Workstation	4	2,950	600,000	30,000,000.00
20	2023_HLL_150719_20	Fibro Scan	4	2,950	640,000	32,000,000.00

Note:

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

(1) Tender timeline:

Sl. No.	Description	Schedule
	Last date of receipt of Pre-Bid queries	Pre bid meeting date & Online Video Conferencing link will be intimated through Amendment
a.	Pre-bid meeting date, time& venue	
b.	Closing date & time for submission of online bids	29-04-2023, 01:00 PM
c.	Closing date & time for submission of tender processing fee and EMD in physical form*	30-04-2023, 02:00 PM
d.	Time and date of opening of online bids	30-04-2023, 02:30 PM
e.	Venue for :- Submission of tender processing fee, EMD in physical form. Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

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

SPECIFIC Instructions for e-Tender Participation:-

- Interested bidders are advised to download the complete Tender Enquiry document from the websites www.hllhites.com or www.eprocure.gov.in/cppp for complete details
- Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPPP website: <https://etenders.gov.in/eprocure/app> only.
- The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
- Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above.
- The tenderers shall submit Tender Processing Fee and EMD in physical form at the scheduled time and venue.
- Tenderer may download the tender enquiry documents from the web site www.hllhites.com or www.eprocure.gov.in/cppp.
- The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. **Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. Organisation.**
- All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 9 above.
- Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting
- All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
- Bidders shall ensure that their bids complete in all respects, are submitted online through CPPP e-portal (<https://etenders.gov.in/eprocure/app>) ONLY. No DEVIATION is acceptable.

15. Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission

IMPORTANT NOTE:-

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

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

**CEO
HLL Infra Tech Services Limited**

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
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A. PREAMBLE

1. Definitions and Abbreviations

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

1.2 Definitions:

- (i) **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) **“e-Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online.
- (iii) **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/Quotation/e-Tenders.
- (iv) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) **“Earnest Money Deposit (EMD)”** means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.
- (viii) **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) **“Consignee”** means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (xi) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) **“Day”** means calendar day.
- (xiv) **“Local supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- (xv) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (xvi) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) "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) "CD" means Custom Duty
- (xvii) "RR" means Railway Receipt
- (xviii) "BL" means Bill of Lading
- (xix) "FOB" means Free on Board
- (xx) "FCA" means Free Carrier
- (xxi) "FOR" means Free On Rail
- (xxii) "CIF" means Cost, Insurance and Freight
- (xxiii) "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.
- (xxiv) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxv) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxvi) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xxvii) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
- (xxviii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxix) "RT" means Re-Tender.
- (xxx) "GST" means Goods and Services Tax
- (xxxi) GMSD means Government Medical Store Depot

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 – Consignee List
- Appendix A – DIPP - Public Procurement (Preference to Make in India), Order 2017

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 only in the website(s) <http://hllhites.com/tenders> or www.eprocure.gov.in/cppp. **All prospective Tenderer are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior to the last date of submission of the Tenders.**

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 in their letter head duly signed and scanned through email to pcd@hllhites.com and bmenoida@hllhites.com. The purchaser will respond to such request provided the same is received by the purchaser **two day prior to the pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF e-TENDERS

11. Documents comprising the e-Tender

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

- (i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, EMD, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be submitted. Bidders have to ensure that the documents uploaded in pdf format are legible.
- (ii) Price Bid has to be submitted as per BOQ format filled up with all the details including Make, Model etc. of the goods offered.

Note:

- (i) The Tender Processing Fee and EMD have to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.
- (ii) The bidders have to follow the steps listed in *CPPP Portal* for uploading the Techno-Commercial Bid.

A) Details of Technical Tender (Un priced Tender)

Bidders shall furnish the following information along with technical tender (in pdf format except point i):

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) 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.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- vi) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).
- vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation / a Declaration in case the firm is being a proprietary one/ Documents confirming to Partnership in the country of origin as the case may be.
- xi) Self-Attested copies of GST registration certificate and PAN Card.
- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Self-Attested copies of quality certificates i.e. US FDA /CE/ BIS Certificate issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.

- xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii) A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xix) Copies of original product catalogues/ data sheet must be enclosed of all quoted items.
- xx) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- xxi) The bidder/Manufacturer should submit details of registered office/ registered service centre along with the contact details across India in the following regions i.e. East, West, North & South.
- xxii) Documentary evidence for class-I bidder as per Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 and its subsequent amendment thereof.

B) Price Tender:

Price Schedule(s) as per BOQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Price bid format is provided under Section XI along with this Tender Enquiry Document. Bidders are advised to download this Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender shall be liable to be rejected.

Note:

- (i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.
 - (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
 - (iii) The bidders have to follow the steps listed in *CPPP Portal* for uploading the Price Bid.
- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 A tender which does not fulfil any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.
- 11.4 Tender sent by fax/telex/cable/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 currency may not be accepted and are liable to be ignored.
- 12.4 A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid

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.
- 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. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) Any taxes and duties including Custom duty and/or GST, 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), Loading & Unloading etc. would be borne by the Supplier from warehouse 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 Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.
 - 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) 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), custom clearance, forwarding and handling 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. 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 charges for Incidental Services, as in the List of Requirements and Price Schedule;
- e) The prices of Site Modification Work (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.

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 Local Duties & Taxes, if any applicable:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.

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

13.5.3 Customs Duty:

The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence.

13.5.4 Goods and Services Tax (GST):

- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

- 13.6 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) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (e.g. DGS&D).
 - b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - c) The details of the services to be rendered by the agent for the subject requirement.
 - d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
 - e) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
 - f) Principal's/Manufacturer's original Proforma Invoice with the price bid

15. Firm Price

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price (**uniform unit prices must be quoted for same BOQ items across India**) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

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 misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).
- a. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
 - b. **Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME**
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft

- ii) Fixed Deposit Receipt
- iii) Banker's cheque and
- iv) Bank Guarantee

- 19.4 The demand draft or banker's cheque or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "**HLL Infra Tech Services Limited**" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled 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 730 days, the EMD shall be valid for 775 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.
- 19.9 HITES Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:

Name of the Beneficiary: HLL INFRA TECH SERVICES LTD.

Bank Details: HDFC BANK LTD, NOIDA, UTTAR PRADESH

IFSC Code: HDFC0000088

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 730 days (Seven hundred and thirty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Digital Signing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The

relevant tender documents should be uploaded by an authorised person having Class 3 digital signature certificate.

D. SUBMISSION OF TENDERS

22. Submission of e-Tenders

22.1 The tender shall be submitted online only.

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

- a) Scanned copies of tender processing fee and EMD
- b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- c) Tender Form as per Section X
- d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc
- e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
- f) Copy of PAN and GST.
- g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.
- h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till March 2022, in pdf format.
- i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.
- p) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- q) Documentary evidence for class-I bidder as per Public Procurement (preference to Make-in - India) order 2017 dated 04.06.2020 and its subsequent amendment thereof.

(ii) PRICE BID (ONLY ONLINE):

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

- c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.
- d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.
- e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.
- f) **The price quoted shall be valid for 2 (Two) years from the date of techno-commercial opening.**

22.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

23. Late Tender:

23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. However, if the necessary Tender Processing Fee and EMD in original are not submitted within the scheduled time, the tender shall be declared as late tender and online tender shall not be opened and shall be ignored.

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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 and, whether the documents uploaded are in legible form.

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

27.3 Deleted

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

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

- (i) Tender validity is shorter than the required period.
- (ii) Required EMD (Amount, validity etc.) or its exemption documents have not been provided.
- (iii) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (iv) 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.
- (v) Poor/ unsatisfactory past performance.
- (vi) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (vii) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (viii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted schedule.
- (ix) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law etc.
- (x) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- (xi) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.***

28. Minor Informality/Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

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 Not applicable being e-Tender.

31. Qualification Criteria

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

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

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

Note: - Definition of Start-up (only for the purpose of Government schemes)

(Ref: [Ministry of Finance Office Memorandum No. F.20/2/2014-PPD\(Pt.\) dated 25th July 2016.](#))

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison of Tenders

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

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

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

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

- 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.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+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 an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% 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 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

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

35.4 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 29.05.2019. The purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at **Appendix-A** which will form a part of this TED for evaluation and ranking of bids.

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (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 twentyone days from the date of dispatch of this notification, failing which the EMD will forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

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

42. Issue of Contract

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

42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered/ speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.

42.3 The Purchaser/Consignee reserve the right to issue the Notifications of Award consignee wise.

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

43.1 Failure of the successful tenderer in providing performance security, Proforma Invoice 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

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

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

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

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

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

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

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS(SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	-
B	8 to 10	TE documents	No Change	-
C	11 to 21	Preparation of Tenders	No Change	-
D	22 to 24	Submission of Tenders	Change	below
E	25	Tender Opening	No Change	-
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	-
G	38 to 45	Award of Contract	No Change	-

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

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

AWARD OF CONTRACT

- (i) The quantities in this tender (including additional quantities against the clause "Variation of Quantities at the Time of Award/ Currency of Contract") can be used by both HLL Infra Tech Services as well as its parent company HLL Lifecare Limited.

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

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1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within twenty one (21) 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 three percent (3%) 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, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the

Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages) & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

7. Packing and Marking

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

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

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

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau 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 and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment 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 or its Indian Subsidiary/Indian agent 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 have to be 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.

Note:

- a) Insurance Certificate Transit Insurance Certificate as per GCC Clause 11- i.e from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favor of Supplier / HLL Infra Tech Services Ltd.

b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favor of HLL Infra Tech Services Ltd.

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) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC periods.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

13. Incidental services

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

14. Distribution of dispatch documents for clearance/receipt of goods

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

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

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

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Certificate of origin for goods of foreign origin;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) 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 prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV prior to despatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) 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 commencing from first patient treated as per AERB norms** with a regular updates of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment 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.

- No conditional warranty will be acceptable.
- Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever applicable:-
 - 2) Any kind of motor.
 - 3) Plastic & Glass Parts against any manufacturing defects.
 - 4) All kind of sensors.
 - 5) All kind of coils, probes and transducers.
 - 6) Printers and imagers including laser and thermal printers with all parts.
 - 7) UPS including the replacement of batteries.
 - 8) Air-conditioners
 - 9) Replacement and repair will be under taken for the defective goods.

- 10) All kinds of painting, civil, HVAC, mechanical and electrical work
 - 11) Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
 - 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
 - 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
 - 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 twice in 6 months (i.e., minimum 4 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.
 - 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
 - 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
 - 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 equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment 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 dispatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

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

20. Taxes and Duties

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

21. Terms and mode of payment

21.1 Payment Terms

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

TERMS AND MODE OF PAYMENT

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

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

a) On delivery:

75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

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

b) On Acceptance:

Balance Twenty Five percent (25%) payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

B) Payment For Imported Goods:

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

a) On Shipment:

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

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

b) On Acceptance:

Balance payment of Twenty Five percent (25%) of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII 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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

c) Payment of 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. This is payable against submission of a certificate from the principal supplier that they have realised full and final settlement against their supply.

C) Payment of Site Modification Work, if any:

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

variation. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee

Note: Following documents required for release of Turnkey/site modification payment:

- a. Layout approval (Initial and As Built) from Head of the Institute or it's authorized representative with specified area in square feet.
- b. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- c. Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.

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 Purchaser. 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. (likecustom dutyand/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
 - (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

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

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no 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, inter alia 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 and/or GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds, 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.
- 22.6.1 Passing of Property:
- 22.6.2 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.
- 22.6.3 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.
- 22.6.4 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the

Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

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

24. Termination for default

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

25. Termination for insolvency

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

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, 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 by speed post/ Regd. Post or by email. 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 or amendments thereof. 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 arbitrator. 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 lakh (Rs. 1,00,000/-)

- 30.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA
- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi/NCR, India.
- 30.5 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

- 31.1 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

- 32.1 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.
- 33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

The warranty and CMC period will be as mentioned in the list of requirement as per section VI of the tender enquiry.

SECTION - VI
LIST OF REQUIREMENTS

Part I

Sl. No	Tender ID	Name of the Item	Department	Qty.	Unit	Warranty Period	CMC Period
1	2023_HLL_150719_1	Rotary Microtome	Pathology	4	Set	5 years	5 years
2	2023_HLL_150719_2	Transcranial Doppler	Neurology	6	Set	5 years	5 years
3	2023_HLL_150719_3	Cryostat	Anatomy	8	Set	5 years	5 years
4	2023_HLL_150719_4	Gel Documentation System	Microbiology	4	Set	5 years	5 years
5	2023_HLL_150719_5	Agarose Gel Electrophoresis System	Biochemistry	4	Set	5 years	5 years
6	2023_HLL_150719_6	Apheresis Machine	Blood Bank	2	Set	5 years	5 years
7	2023_HLL_150719_7	Automated bacterial identification system	Microbiology	2	Set	5 years	5 years
8	2023_HLL_150719_8	Automated Urine Analyser	Pathology	4	Set	5 years	5 years
9	2023_HLL_150719_9	Basic Transcranial Magnetic Stimulator	Neurology	2	Set	5 years	5 years
10	2023_HLL_150719_10	BLS Practising Manikin	Nursing	2	Set	5 years	5 years
11	2023_HLL_150719_11	Cardiotocography Machine	Obsterics & Gynecology	12	Set	5 years	5 years
12	2023_HLL_150719_12	CO2 Laser	Burns and Plastic	4	Set	5 years	5 years
13	2023_HLL_150719_13	Continuous Glucose Monitoring System	Endocrinology	18	Set	5 years	5 years
14	2023_HLL_150719_14	CRRT Machine	Nephrology	6	Set	5 years	5 years
15	2023_HLL_150719_15	Cryotherapy	PMR	2	Set	5 years	5 years
16	2023_HLL_150719_16	CT 128 Slice	Radiology	2	Set	5 years	5 years
17	2023_HLL_150719_17	DEXA Scanner (BMD)	Endocrinology	4	Set	5 years	5 years
18	2023_HLL_150719_18	ECHO and USG Machine	AIIMS	12	Set	5 years	5 years
19	2023_HLL_150719_19	ENT Workstation	ENT	4	Set	5 years	5 years
20	2023_HLL_150719_20	Fibro Scan	Medical Gastroenterology	4	Set	5 years	5 years

Part II: Required Delivery Schedule:

- a. For Indigenous goods or for imported goods if supplied from India:
120 days from date of Notification of Award to delivery at consignee site or within 90 days from the date of site readiness whichever is later. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.
Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site for installation, whichever is later.
For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.
- b. For Imported goods directly from foreign:

120 days from the date of opening of L/C. The date of delivery will be the date when the consignment reaches the port of destination. (Tenderers may quote the earliest delivery period). Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.

Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site for installation, whichever is later

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

Note:

- i) The delivery schedule for different sites may be staggered based on the site readiness.
- ii) Supplier has to submit Performance Security as per tender clause to HITES within 21 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- iii) Supplier has to submit other relevant documents for opening of LC to HITES within 14 days of placement of order or site readiness for delivery whichever is later. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- iv) In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.
- v) 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.
- vi) Since the supplier is not responsible for custom clearing and forwarding the goods to consignee site, the time taken for the same shall not be counted for computation of LD. However, time taken by the supplier to rectify the short comings of any document for custom clearing the goods to be counted in the above delivery period.

Part III: Scope of Incidental Services:

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

Part IV:

Site Modification Work (if any) as per details in Technical Specification.

Part V:Warranty

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance.

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

Part VI:

Required Terms of Delivery and Destination:

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

At Consignee Site(s)

b) For Imported goods directly from abroad:

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

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

Destination/Consignee details:

A list of Consignee is given in Section XIX. The goods mentioned at Part-I in this section are intended to be supplied to the following hospitals/medical institutes. However, order may be placed for any hospital/institute across India.

SECTION – VII
TECHNICAL SPECIFICATIONS

Item no. 1

Rotary Microtome

Sl. No	Microtome- Fully Automated
1	Ergonomic design
2	Compact dimension
3	Vertical guidance by zero-backlash and maintenance free cross roller bearing.
4	Electronic precision feed mechanism with stepping motor technology.
5	Total section thickness range from 0.5 up to 500 µm
6	Especially smooth running hand wheel
7	One hand quick clamp change. Both UCC and SCC clamp should be provided.
8	Fine orientation with one hand operation and zero positioning
9	Easy exchange of specimen
10	Two Section thickness areas (cutting window) that can be pre selected easy switchable.
11	Fixed/Removable operating panels should be provided
12	Indication of all relevant information such as section thickness, trim thickness, number of sections, section thickness sum, remaining travel of the specimen feed as well as time and date
13	Reduced number of buttons for intuitive operation
14	Large section waste tray, covering the entire working area
15	Ergonomically optimized operating elements for non tiring usage
16	Integrated removable storage plate
17	Stepping motor micrometer mechanism
18	Specimen retraction during return travel: 40 mm, can be turned off.
19	Fine section thickness feed via precision stepping motor from 0.5 to 100 microns i.e.
	_ up to 2 um in 0.5 um increments
	_ up to 10 um in 1 um increments
	_ up to 20 um in 2 um increments
	_ up to 30 um in 5 um increments
	_ up to 40 um in 10 um increments
	_ up to 100 um in 20 um increments
20	Trimming thickness feed via precision stepping motor up to 500 um
	_ up to 10 um in 5 um increments
	_ up to 100 um in 10 um increments
	_ Deleted
	_ up to 500 um in 50 um increments
21	Horizontal feed range 25-28 mm
22	Vertical specimen stroke 65-75 mm to make possible cutting of large tissue.
23	Specimen orientation universal 8°, can be rotated 360°
24	Design with highest demands concerning operational safety and ergonomics.
25	Should have BIS/US FDA /CE Declaration of conformity for the quoted model along with ISO 13485 certificate
26	Manufacturer should have ISO 13485 certificate
27	To be supplied with Disposable Blade holder common for both High and Low Profile Blades
28	System should be quoted with Disposable Blade system of both high and low profile. Instrument should be supplied with 5 packets (comprising 50 blades) each of high and low profile blades and 5 brushes.
29	The cutting wheel should be fully motorized
30	Added Para: Should have import/manufacturing license from Central licensing Authority or State licensing authority of

<p>CDSCO for Medical Devices and copy of valid license should be submitted for the quoted model.</p> <p>In case the supplier has not yet obtained import/manufacturing license from CDSCO for the quoted model, proof of application for CDSCO medical device license to be submitted in the bid document and valid CDSCO license to be produced before award of contract.</p>
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Item no. 2

Transcranial Doppler

Sl. No	Transcranial Doppler		
1	Two Channel Transcranial Doppler capable of Intracranial and Extracranial use.		
2	Should be supplied with 1.6/2 MHz PW probes (2 Nos or more) for bilateral Intracranial Monitoring		
3	Should be supplied with following probes for extra cranial monitoring:		
	a 4 MHz -CW & PW (1 no. each) (Price should be quoted separately)		
	b 8 MHz -CW & PW (1 no. each) (Price should be quoted separately)		
	c. Add on imaging probe 5-10MHz from the same manufacturer--optional		
4	Should have color M mode feature with able to re-adjust the 64 gates or more digitally per probe.		
5	Should have excellent signal quality.		
6	Should have automatic emboli detection with real time histogram of HITS Energy distribution		
7	Should have the software feature to differentiate emboli withartefacts.		
8	Should have user-definable defaults for individual blood vessels		
9	Should have summary screen which displays all studies performed on a patient on a single screen		
10	Should have long term monitoring with trending of selectedparameters		
11	Should be supplied with probe holder made of Medical grade plastic for long term monitoring or monitoring under CT/MRI. The Probes provided should be compatible to be fixed with the probe holder.		
12	Should have manual control of gain.		
13	Should have FFT size adjustable from 64 points to 256 points or more		
14	Should have ability to change spectrum display size from 2.5 sec to 1min		
15	Should be able to display Pulsed wave parameters like Peak Velocity, Mean Velocity, Diastolic Velocity, Pulsatality index, Resistivity index, Heart rate, CO2 reactivity and VMR		

16	There should be provision of 2 vertical and 2 horizontal cursors for measuring the values manually.		
17	Should have 16 colour spectrum display and able to display up to 8 spectrums with Color M mode feature.		
18	Should be able to generate report with option of transferring all waveforms into report.		
19	Should have facility of storing the waveforms of complete spectrum with audio digitally and replaying with audio the complete study as recorded.		
20	Should be supplied within built PC of Pentium processor, 2 GB RAM,15" inbuilt LCD touch panel monitor, 1TB GB Hard disk drive, Latest operating system , MS office, Keyboard. Computer / PC should not be separate. It should be one unit and portable to move around.		
21	Should be supplied with External DVD writer.		
22	The data can be exported of any display in either Excel or BMP/PDF/DICOM/WAV format		
23	Should be supplied with Color Laser jet printer.		
24	Should be supplied with UPS of suitable rating.		
25	Should be supplied with dedicated equipment trolley		
26	System should be US FDA/European CE/ BIS approved product		
27	Should be HL7 /DICOMcompliant system		
28	Added Para: Should have Vasomotor Reactivity and Patent Foramen Ovale study - optional		
29	Added Para: Should have dedicated protocol for Vasomotor Reactivity study and Patent Foramen Ovale study- optional		
30	Added Para: Should have option for dedicated reporting format for Patent Foramen Ovale study - optional		
31	Added Para: Should have auto/optimal depth scanning option in all intracranial, extracranial and intraoperative studies - optional		
SI No	BOQ	Qty	UOM
1	System as specified	1	No
2	Bilateral Intracranial Monitoring 1.6/2 MHz PW probes	2 or more	Nos
3	Extra cranial probe 4 MHz -CW & PW (1 no. each)	1	No
4	Extra cranial probe 8 MHz -CW & PW (1 no. each)	1	No
5	Add on imaging probe - optional	1	No
6	Dedicated Equipment Trolley	1	No
7	Reusable Intraoperative probe compatible with the quoted transcranial doppler 16 MHz or more . Price to be quoted seperately.	1	No

Item no. 3

Cryostat

Sl. No	Cryostat
	Description of Function
	Cryostat is used for cutting thin to semi-thin sections of cryo protected and embedded tissues.
1	Rotary Microtome facility with manual and motorized locks/brakes for motor and blocks safety, with chamber illumination light and UV disinfection facility, with corrosion-free Stainless Steel chamber with nano silver coating on the surface.
2	Knife/Disposable Blades: 3 1/4" (8cm)
3	Section Thickness: 1 to 40 or more microns with step distance of 0.5 micron
4	Knife holder for low and high profile disposable blades
5	Knife guard and anti-roll plate
6	Peltier cooling stand for rapid cooling for making cryoblocks
7	Single /Double compressor Freezer for Microtome chamber
8	Daily (24 hrs) default auto-defrost system ; condensate collection tank with easy detachment and emptying
9	Internal cutting Temperature Range: -35°C to +10°C
10	Deleted
11	Deleted
12	Deleted
13	Heated sliding lid to prevent frosting and condensate formation
14	Deleted
15	Power input to be 220-240VAC, 50Hz
16	Should be supplied with suitable online UPS with at least 2 hour back up for this system.
17	Should be European CE/US FDA/BIS approved product
18	Spares to be provided
a	At least 10 bottles of 100 ml each of cryo-embedding medium (OCT)
b	Low and high profile blades (5 boxes each of 50 blades)
c	Anti-roll plates- 6 Nos
d	Block holding chucks- 10 Nos small and 10 Nos regular.
e	Added Para: Cryo microtome oil 200ml : 2 bottles

Item no. 4

Gel Documentation System

Sl. No	Fully Automated Gel Documentation System
1	Sensitive, multimode image capture and analysis via an intuitive touchscreen interface and advanced software for analyzing chemiluminescent western blot, stained nucleic acid gels, stained protein gels and Chemiluminescent Nucleic Acid Blots Added Para: Should have software for analysing stainfree imaging & should be supplied with 10 stain free blot from the same manufacturer.
2	System should automatically take a corresponding visible white image with every chemiluminescent image exposure and should allow overlay alignment with pre-stained MW markers.
3	The complete capability to replace a Dark Room.
4	The Exposure time should be from 10 milliseconds to 99 minutes.
5	Should have high resolution camera with 6 Mega pixel or more , 16 bit peltier cooled (minimum -25 deg C) CCD Camera, motorized fixed lens 50mm, f/0.95/1.2
6	At least 4 position motorized filter wheel; 1 blank for chemiluminescence and 3 for filters.
7	Illumination source should be 302 - 312 nm trans UV , LED epiwhite or Green LED . Should have large 10.4 inch touch screen display with and integrated or standalone branded computer with >500GB hard drive and i5 processor. To operate the touch screen interface, a stylus should be provided along with the system. Added Para : Should be provided with a Printer and At least 3 USB & 1 Network Port should be included in the System. The system should get directly connected to the printer and Hospital information system.
8	Should have unimited free software licences with the system.
9	The system should create Dark and Biased Master files to compensate for the noise coming from the CCD Camera during Image Acquisition.
10	The Capability to automatically capture a series of images using preset or user defined exposure times
11	Innovative molecular weight overlay feature where colorimetric molecular weight marker can be overlaid onto a chemiluminescent image for molecular weight determination without compromising the underlying chemiluminescent densitometry data.
12	The software should be able to calculate sample purity automatically based on band and lane intensity and should be able to calculate the Relative and absolute quantity of the unknown proteins samples.
13	Should be an open platform to accept standard image file types (i.e., TIFF, JPEG, PNG, GIF, BMP files).
14	The software should be able to edit the images and Text Annotation option should also be there.
15	The software should perform lane profile densitometry (Lane and Band Identification) and it should also analyze Molecular Weight; determine the Rf and Molecular Weight of protein or Nucleic Acid Bands using Installed or Custom MW Markers
16	At least 3 USB & 1 Network Port should be included in the System and the system should get directly connected to the printer.
17	System should be upgradable and there should be flexibility to add filters.
18	Electrical Specification: 220 Volts, 50Hz. Single phase A.C.
19	Warranty as per tender terms.
20	Added Para: Filter size of gel wing area should be minimum 20x15cm.

Item no. 5

Agarose Gel Electrophoresis System

Sl. No	Vertical Gel Electrophoresis System
1	The system should run two Cassette/Gel , size of at least 10 x 8cm gels or one gel when used with blocking plate
2	The system should allow gels to easily be placed into the device
3	The system should have wedge placed in front of the cassettes, to provide even pressure against the leak-proof gasket, places the cassettes in proper running position.
4	The system should have two sizes of wedges accommodate varying thickness of precast gels.
5	The system should be flexible; use precast polyacrylamide gels or hand cast gels.
6	The system should not require cooling.
7	The system should have measurements for chambers as follows:
a	Double Sided Vertical System atleast 8-10 x 7-10cm gel system, 300-700 ml buffer volume
b	Length (Metric) Gel; 7 to 10cm
c	Width (Metric) Gel; 8 to 10cm
d	Volume (Metric) total Buffer Chamber 300 - 700 ml
e	Deleted
f	Deleted
8	The system should have facility of power-off memory retains settings after shut-down.
9	The system should comply with following power supply ranges; Voltage 10-300V, Current 400 mA , Hertz 50/60 Hz, minimum 03 sets of input jacks, display voltage or current & timer 0 to 999min. System should have constant voltage or constant current option.
10	The system should have soft-touch keypad to allow quick set-up.
11	The system should have non-skid rubber feet provide stability.
12	Manufacturer should have ISO 13485 certification issued from : Any Certification Bodies registered with NABCB under Medical Devices Quality Management System OR Any notified body registered with CDSCO OR Any 4-digit CE notified body
13	Deleted
14	Document supporting track record and satisfactory performance from institutes of national importance (minimum one) should be provided.
15	Support for induction and follow up training of technical staff, on-site standardization and troubleshooting of procedures/ tests should be provided by the company.
16	Added para : Should be supplied with following accessories: compatible Tank & lid with power cables, electrode assembly, Tapping free casting stand for minimum 2 gels, five 10- well combs of 1.0mm thickness, and five sets of glass plates with bounded 1.0mm spacers.

Item no. 6

Apheresis Machine

SN	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.		
a	Leukoreduced Plasma Collection		
b	Therapeutic Plasma Exchange.		
c	Single or double RBC collection and/or RBC Exchange		
d	Peripheral Blood Stem Cell Collections.		
e	Granulocyte Collection.		
f	Leukoreduced platelet collection or plateleapheresis		
g	Yield estimator with optical sensor at PRP line for online monitoring of component collection against the desired yield with LCD monitor for the monitoring of desired parameters.		
4	Automatic Pump Loading & Priming of disposables sets.		
5	Automated Self test to ensure maximum Donor Safety.		
6	Built in Leukoreduction (5×10^6) 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 dropping below safety level for Donor safety.		
11	Configurable maximum volume depletion levels either by weight or percentage of Total Blood Volume.		
12	Extracorporeal volume 150-250ml		
13	Inlet & return flow rate upto 100ml/minute		
14	Built in Access & Return Pressure sensor.		
15	Built in air detectors to prevent air embolism.		
16	Built in ACD Detector.		
17	Built in contamination monitor for monitoring & preventing RBC contaminations in platelet collection and plasma exchange.		
18	Audio visual alarms.		
19	Periodic Instrument Calibration certificate for the various parameters and QC of the products should be provided/maintained by the vendor		
20	Additional accessories :		
a	30 disposable platelet pheresis kits should be provided with the system		
b	Suitable online UPS for min 1 hr backup with maintenance free batteries mandatory. Cost to be included in the cost of the equipment.		
c	All consumables required for installation & standardisation should be supplied		
21	The offered model should be European CE with 4 digit notified body no. or US-FDA or BIS approved. The apheresis kit should have necessary approval from the licensing authority in India.		
22	Onsite training should be provided by the technical expert to the users as per requirement		
23	The units shall be capable of being stored continuously in ambient		

	temperature of 0 - 50C and relative humidity of 15-90%.		
24	The units shall be capable of being operating continuously in ambient temperature of 10 - 40C and relative humidity of 15-90%.		
25	The price for 100 kits will be taken for price comparison and the price will be frozen for 5 years.		
	BOQ	QTY	UOM
1	System as specified	1	Nos
2	Disposable platelet pheresis kits	30	Nos
3	UPS	1	Nos
4	Price for 100 kits		

Item no. 7

Automated bacterial identification system

Sl. No	Automated Microbial identification and Sensitivity system
SN	Technical Specification
1	The system should be totally automated for sample standardization, loading, incubating and reading the results.
2	It should be able to identify and perform antimicrobial susceptibility of clinically significant bacteria and yeast in a fully automated manner.
3	Analytical parameters
a	Identification of bacteria and yeast up to species level.
b	Susceptibility testing: should be growth based and give minimum inhibitory concentrations of antimicrobials.
4	Testing base
a	Should be on disposable, bar coded cards/panels/Reagents (ready to use) .
b	There should be no need to add any additional reagents after incubation (fully automated).
5	Type of cards/Reagents
a	It should have different cards/panels/Reagents for identification and susceptibility testing, depending on the user.
b	Should make use of non-radiometric measurements with no manual intervention.
6	Cards should be available for:
a	Identification and susceptibility testing of Gram negative & Gram positive bacteria
b	Identification cards/panels/reagent for yeast , Anaerobes, ESBL confirmation, MRSA Confirmation, Neisseria & Haemophilus sp
7	Card /Reagent capacity
a	The system should have capacity of processing minimum 40 panels at a time .
8	The software should have a system permitting appropriate intervention for organisms with unusual resistance pattern.
9	Sample dispensing
a	System should not require any manual dispensing of inocula to avoid human error, it should be done automatically.
10	Additional reagents
a	Deleted
11	Incubator
a	In-system incubation chamber.
12	Testing time
a	The results should be available rapidly (between 6-10 hours).
13	Printer

A	External printer for direct report print outs.
14	Bar Code
A	The system should have bar code scanning facility to identify each panel type.
15	Software
a	Should be windows based, user friendly with touch screen/ key pad .
b	The data from the system should be automatically transferred to the host computer where data processing can be done and reports can be generated.
c	The software should identify and interpret results as per CLSI guidelines.
d	Comprehensive antibiotic scope including the latest drugs, capacity for modification as per latest CLSI cut-offs.
e	It should also have the capacity to incorporate user defined alerts and option for designing drug suppression rules as per hospital internal control policy.
f	Customized reports, nosocomial and epidemiology reports should also be obtained.
16	LIS (Lab Information System)
	The system should have LIS capability
17	Consumables
	Consumables for identification and susceptibility testing for 1000 clinical isolates should be provided free of cost.
	Details of consumables pack sizes and prices of consumables to be quoted in the price bid .Consumables for identification and susceptibility testing for 1000 clinical isolates will be considered for L1 calculation of the equipment and rates will be fixed during the warranty period.
18	System software should be compliant with latest version of WHONET.
19	Manufacture must modify the system software to comply with updated CLSI guidelines and manufacturer's latest identification database through out the warranty and Comprehensive Maintenance Contract validity period.
20	Should be provided with suitable rated online UPS with one hour Back up
21	System Should be US FDA/Europen CE certified.

Item no. 8

Automated Urine Analyser

Sl. No	Automated Urine Analyser
1	Instrument should be Fully Automated, walk away, Integrated Urine Analyzer, integrating both Urine Chemistry and Urine Sediment analysis.
2	Instrument should be based on modular platform with facility to add any further required unit in future.
3	For Chemistry, it should provide Parameters like Glucose, Protein, Blood, Bilirubin, Urobilinogen, pH, Ketones, Nitrite, and Leukocyte. There should be option to use strips with additional parameters like Microalbumin and Creatinine.
4	Instrument Strip Feeder should have Storage of 200 test strips
5	The instrument should also provide Parameters including Specific Gravity, Turbidity & Colour.
6	For Sediment analysis the instrument must be based on Fluorescence Flowcytometry for measurement of Parameters such as RBC, WBC, Epithelial Cells, Cast and Bacteria with differentiation of types of Epithelial cells.
7	There should be facility to analyse selective samples for Digital Imaging.
8	Digital imaging should only be used to analyse morphology of particles/ cells and not for quantitative estimation.
9	The system should provide Scattergrams and Histograms for easy interpretation.
10	The system should provide additional RBC Morphology Information like Dysmorphic, Isomorphic.
11	The system should be using only Un-centrifuged Native Urine samples for analysis to avoid Centrifugation loss.
12	Software should be User friendly with programmable QC Files for Sediment and Chemistry. Instrument throughput should be minimum 240 samples / hour (chemistry) & 80 samples / hour (sediment analysis).
13	Instrument should be capable of analysis in Automated Sampler Mode with capacity of 50 sample tubes and Internal Barcode for Sample Identification.
14	Instrument should have flexibility to analyze sample in STAT mode for Sediment analysis.
15	The firm should have Controls available for both chemistry and sediment analysis.
16	Deleted
17	Deleted
18	Deleted
19	Instrument should be provided with advanced data management software or work area management with capacity to store patient results for up to 1, 00,000 patients.
20	The system should have facility for Results Output to Printer or Transmitted to LIS / HIS.
21	Should have European CE or US FDA certification or BIS approved
22	The calibration, IQ, OQ and PQ of the instrument should be performed at the time of installation and certificates should be provided.
23	To be supplied with Branded computer system with at least Core i7 processor, 8GB RAM, 1TB HDD, DVD R/R, 21" or better LED Monitor, Genuine Windows 10 or more, A4 size laser printer and appropriate bar code reader.
24	UPS backup adequate for the duration of one cycle of processing should be provided.
25	Start-up kit for at least 200 tests should be provided free of cost.
26	Appropriate work bench/ stand should be provided for the instrument.
27	Document supporting track record and satisfactory performance from institutes of national importance (minimum one) should be provided.
	<p>Added Para: Should have import/manufacturing license from Central licensing Authority or State licensing authority of CDSCO for Medical Devices and copy of valid license should be submitted for the quoted model.</p> <p>In case the supplier has not yet obtained import/manufacturing license from CDSCO for the quoted model, proof of application for CDSCO medical device license to be submitted in the bid document and valid CDSCO license to be produced before award of contract.</p>

Item no. 9

Basic Transcranial Magnetic Stimulator

Sl. No	Basic Repetitive Transcranial Magnetic Stimulator (RTMS)		
1	The machine should deliver rapid rate magnetic stimulation from 1–30 Hz for non invasive cortical or peripheral nerve stimulation.		
2	The system should have up to 3 Tesla peak magnetic fields at 100% output depending upon coil.		
3	The system should able to deliver single pulse, repetitive bursts or train of sessions at user defined programs		
4	The System should have pulse duration for biphasic range from 160 micro sec. or more		
5	The system should have train duration of 0.5 – 100 sec, intertrain interval 0.5 – 120 sec or more & session duration of 0.5 – 30 min		
6	The system should have various stimulus types like, Biphasic, Monophasic, Paired pulses		
7	The system should be supplied with a computer with touch screen / TFT display for controlling the operation of magnetic stimulator, 2 Ch EMG to record Motor Evoked Potential and acquisition software with patient database. Added Para : The computer should have original Operating System and Compatible Original antivirus software with free upgrades. The offered computer should have bluetooth connection facility.		
8	System should have trigger in/out facility to connect third party system/external devices		
9	Software should have inbuilt different test protocols used in magnetic stimulation with option of editing them or to create the new protocols.		
10	Connection to computer via USB/ethernet port		
11	The machine should be supplied with a Cooled angulated figure of eight coil (01 No), cooled big ring coil (01 No) and one sham/placebo coil (01 No). Added Para : Should have air cooling / Dynamic liquid cooling		
12	The system should stop stimulation in case coil heats up to 40 degree temperature.		
13	Should be supply with coil stand which can be rotate at 360 degree.		
14	The machine should have facility to auto disconnect or stop the stimulation to stimulator in overheating condition for the safety of the machine and should be supplied with liquid/air coolant system.		
15	The system should have facility to take print out of stored records of MEP via laser printer connected to computer.		
16	The machine should have facility of trigger in/out to interface with other compatible devices.		
17	The System Shall Operate On 220 V, 50 Hz. A 3KVA UPS should be provided		
18	The touch screen computer should have minimum 4GB RAM, network card, multimedia speakers, mouse, minimum 500GB hard disk for storing.		
19	Electrically operated comfortable patient chair to use for the patient stimulation should be supplied with the system		
20	Trolley should be supplied for the system		
21	Should be supplied with Technical manual and user manual.		
22	The rTMS system must be USFDA/European CE with four digit notified body number/BIS certified OR Should meet IEC 60601-1, IEC 60601-1-2 standards and should submit valid test report for the quoted model from any NABL accredited lab or labs in their country origin (in case of foreign manufacturers)		
23	Bidder must have to quote unit rate of all type of coils and other accessories and consumables.		

24	Added Para : Water resistant cover should also be provided for the machine		
Sl. No	BOQ	Qty	UOM
1	rTMS System with accessories as specified	1	Nos
2	Cooled figure eight Coil	1	Nos
3	Cooled big ring coil	1	Nos
4	Sham/Placebo coil	1	Nos
5	Electrically operated comfortable patient chair	1	Nos
6	Trolley	1	Nos

Item no. 10

BLS Practising Manikin

Sl. No	BLS Practising Manikin
1	Oral and nasal passages should allow realistic nose pinch required for mouth to nose ventilation
2	Natural Obstruction of the airway will allow the students to learn the important technique of opening the airway.
3	Head tilt/ chin lift and jaw thrust will allow students to correctly practice all manoeuvres necessary when resuscitating a real victim
4	Realistic airway function: airway remains obstructed without proper head tilt/chin lift or jaw thrust and chest rise is seen with correct ventilators
5	Anatomically correct landmarks and sternal notch allow the students to practice identification of all anatomical landmarks relevant to adult CPR
6	Audible and Visual feedback with information regarding quality of chest compression including rate, depth and release/ non release and too deep compression with recording facility to improve muscle memories. Added Para : Should provide feedback on AED pad placement as well (OPTIONAL)
7	Realistic chest compression resistance allows the students to experience the amount of pressure needed to perform proper chest compressions in a real life situation
8	Economical disposable airways for quick and easy clean up Removable and reusable faces for convenient and affordable maintenance
9	AED Monitor or AED Trainer for defibrillation and AED training.

Item no. 11

Cardiotocography Machine

Sl. No	Cardiotocography Machine
	1 Description of Function
	1.1 Antepartum and Intrapartum foetal monitor (Cardiotocomachine) is used to monitor Foetus during antepartum period (before labour) or intrapartum period (birth process)"
	2 Operational Requirements
	2.1 The complete unit with printer and all accessories should be offered
	3 Technical Specifications
	3.1 The monitor should be provided with
	1) Battery and main operation facility
	2) Should have inbuilt LCD/TFT screen with wide view angle adjustment up to 90 degree with facilities to display on screen size 8-10" fetal heart tracings and toco tracings.
	3) Should be compact, light weight and should have inbuilt carrying handle and waterproof transducers
	4) The unit should have
	Fetal Heart Rate range 50 to 240 bpm
	External Toco range 0 to 127 relatives units
	Should have NST timer for antepartum applications
	Highly Sensitive ultra sound transducer which should be 1.5MHZ for less signal attenuation and good signal acquisition. Ultrasound transducer should be a waterproof unit.
	6) Ability to give an accurate continuous trace and should be able to detect sudden beat changes upto 25 bpm
	7) Audible alert indication of fetal bradycardia and tachycardia
	8) External tocotransducer which should be a sealed waterproof unit. Guard ring designed to reduce maternal respiration artifact
	9) Patients event marker
	10) Capability of automatic fetal movement detector
	11) Digital numeric and text display along with audio signal of fetal movement Should have inbuilt keyboard entry screen for patient data entry, name etc. Minimum 5 hour memory of traces with fast printing
	12)Should provide following accessories – Transducer belts, Belt buckles,Main cables, interconnecting cables, ultrasound gel bottles
	13) Inbuilt high resolution thermal/Laser printer with easily available cost effective paper.
	14) Should be provided with trolley with wheels with locking facility for mounting the unit on it with accessories for storage of transducers paper etc or the unit must have the facility for wall mounting and a protective cover with cabinet.
	(15) Should have facility for intra uterine pressure monitor.
	(16) Should have facility to record fetal heart rate pattern through fetal ECG.
	(17) Should have facility to monitor twins. Should have twin offset feature so that both fetal heart traces are clearly visible
	(18) Should have facility of connection of central monitor system
	4 System Configuration Accessories, spares and consumables
	4.1 Machine will be supplied with 20 nos of paper roll with each unit. Bidder has to ensure the supply of paper roll. (Price for paper roll to be quoted separately)
	5 Environmental factors
	5.1 Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.or should comply with 89/366/EEC; EMC-directive
	5.2 The unit shall be capable of operating continuously in ambient temperature of 20-30 deg C and relative humidity of 35-90%
	5.3 The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 15-90%
	6 Power Supply

6.1	Power input to be 220-240VAC, 50Hz fitted with Indian plug
6.2	Should work on 220-240V AC as well as rechargeable batteries. Mains adaptor to be supplied
7 Standards, Safety and Training	
	Should be USFDA or European CE with 4 digit notified body no. or BIS Certified.
7.2	Comprehensive training for lab staff and support services till familiarity with the system.
7.3	Manufacturer should have ISO certification for quality standards
7.4	Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual
8 Documentation	
8.1	User/Technical/Maintenance manuals to be supplied in English
8.2	List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual
8.3	Certificate of calibration and inspection
8.4	List of important spare parts and accessories with their part number and costing
8.5	Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet.Any point ,if not substantiated with authenticated catalogue/manual, will not be considered
8.6	Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job descriptin of the hospital technician and company service engineer should be clearly spelt out.

Item no. 12

CO2 Laser

Sl. No	CO2 Fraction Laser	
a.	Power :More than 25 watts	
b.	Wave length :10,600nm	
c.	Pulse energy:1-200MJ (adjustable) to give a minimum fluence of 5.5 J/cm2	
d.	Operative Mode: Continuous and Pulse (Ultra or Super pulse) mode	
e.	Depth of Penetration: 0-2mm (Adjustable)	
f.	Scanner : In-built Scanner Scanner:10mm X 10mm-15mm x 15mm or more size with custom shapes(square, circle, line, rectangle, hexagonal etc)	
g.	Transmission: Long articulated arm,360degree rotation, light weight	
h.	Hand piece: Reusable, light weight	
i.	Spot size: Focused spot size:0.1-2mm	
j.	Aiming Beam: Helium or Diode Laser 635 nm,5mW , adjustable intensity	
k.	Power system:200-240V,20A/16A 50/60Hz,single phase	
l.	Cooling system: Self contained,closed cycle	
m.	Quoted model should be BIS or USFDA or European CE with 4 digit notified body number approved (or) Should meet IEC 60601-1 & IEC 60601-2 & IEC 60601-2-22 and should submit valid test report for the quoted model from NABL accredited laboratory or from labs in their country of origin in case of foreign manufacturer	
n.	Power cord; As per Indian Standards	
o.	It should be controlled from footswitch also	
Essential Accessories:		
S. no.	Accessories	Quantity
1	Safety Googles	10

2	Eye shield and cornea shield	4
3	Large Touch screen LCD colour display	1
4	Collimated Hand Piece	1
5	CO2 Fractional Hand Piece, Spot size 3mm and 5mm : 1no each (OR) adjustable spotsize 3 to 5mm : 1 No	
6	CO2 Focused incisional hand piece	1
7	Lens cleaning paper	1
8	Co2 Laser warning sign	1
9	Smoke evacuator	1
10	Operator Manual	1
11	Adjustable Patient Chair	2
	Note:	
	The price of unit quoted should include cost of all above accessories in addition to standard cable etc. which are needed for full functionality of unit.	
	The firm should give list of all spares and accessories with price.	

Item no. 13

Continuous Glucose Monitoring System

SN	Continuous Glucose Monitoring System
	Technical Specifications
1	Should support continuous glucose monitoring - real time
2	Should be small, comfortable and water resistant
3	Recorder should be suitable for multi patient use
4	Deleted
5	No needle should stay inside body.
6	Should work under wide range of temperatures and humidity
7	Should be internally powered device with continuous mode of operation
8	Battery life: Should support 7 days of Continuous glucose monitoring (CGM), plus 10 days of additional battery life.
9	Deleted
10	Should supply; (i) Recorder - 1 no, (ii) Sensors - 15 nos (iii) Sensor patch insertion device - as part of sensor kit if use-and-throw type (15 nos) - or separately (02 no if reusable)
11	Should come with computer connectivity and software.
12	Deleted
13	Should comply with ISO standard for long-term body contact.
14	Should be BIS or European CE or USFDA approved for use in adult and pediatric patients.
15	Added Para: Sensors found to be not working/malfunctioning should be replaced free of cost

Item no. 14

CRRT Machine

Sl. No	Continuous Renal Replacement Therapy (CRRT)		
1	Description of Function		
1.1	Continuous Renal Replacement Therapy (CRRT) Machine provides at least 24-hour continuous (nonstop) dialysis therapy used to support patients with kidney failure.		
2	Operational Requirements		
2.1	Easy to handle and maintain.		
2.2	Microprocessor/microcontroller controlled user interactive menu with operating and malfunction removal instructions on display screen		
2.3	Should be user friendly.		
3	Technical Specifications		
3.1	Should have Four pumps, one each for Blood, Dialysate, Replacement fluid and Effluent/filtrate.		
3.2	Should be able to perform SCUF, CVVH, CVVHD, CVVHDF		
3.3	Should have touch screen/Touch pad TFT Monitor.		
3.4	Should have blood pump speed of app. 10-450 ml/min.		
3.5	Should have closed blood circuit to prevent air to blood interface.		
3.6	Should have short preparation and priming program and should be ready to start treatment within 10-20 minutes.		
3.7	Should have arterial pressure range: (-) 250 mmHg +/- 50 mmHg.		
3.8	Should have Venous pressure range: (+) 350 mmHg +/- 50 mmHg.		
3.9	Should have Pre Filter Pressure: 0 to +450 mmHg		
3.10	Should have Effluent Pressure: 350 mmHg +/- 50 mmHg		
3.11	Should have Programmable Substitution solution flow rate: 600-8000 mL/Hr		
3.12	Should have Dialysate Flow rate: 600-4800 mL/Hr or better		
3.13	Should have Effluent Flow Rate: 0-1500 mL/Hr		
3.14	Should have Integrated heparin pump with flow rate of 0.5 ml-5 mL/Hr. Should have bolus facility range 0.5mL-5mL.		
3.15	Should have Capability of changing therapies.		
3.16	Should have three weighing scales to control the system with balancing accuracy of less than 1 % of total turnover in normal conditions and weighing capacity of at least 0-10 kg.		
3.17	Should have Fluid/Blood warmer for blood/dialysate warming temp range app 33-38 deg C(+/- 0.5 deg C)		
3.18	Should have Ultrasonic air bubble detector and Blood leak Detector.		
3.19	Should have Alarm in case of blood leak, air in line, pressure limit violation, empty dialysate/replacement bag, full effluent bag and advisory alarms in case of excessive TMP and filter clotting.		
3.20	Should have minimum 10 minutes Battery backup for blood pump		
3.21	Should have an RS 232 Port for Data transfer and interface.		
3.22	Provision for regional citrate anticoagulation		
3.23	Capability to dialyze both adult and pediatric patients (low body weight)		
4	System Configuration Accessories, spares and consumables		
4.1	System as specified		
4.2	Deleted		
4.3	Should be supplied with following accessories: Blood line set (Adult) : 50 Nos. Blood line set (Pediatric) : 10 Nos Haemofilters (Adult) : 50 Nos. Haemofilters (Pediatric) : 10 Nos		

	Replacement fluid bag : 100 Nos Drain bags : 50 Nos <i>Note: Price of the above mentioned accessories should be quoted separately and which will be frozen during the warranty period. The Levied taxes will be as per prevailing rate as specified time to time by government.</i>		
4.4	All media and consumables for setting up and standardization should be provided free of cost in addition to the items supplied in 4.3.		
5	Standards		
5.1	Should have the ISO certification and the copy of the same should be enclosed along with the technical bid.		
5.2	<p>The unit should have BIS or US FDA or European CE with four digit notified body number certificate for the quoted model and certificate to be submitted.</p> <p>OR</p> <p>should meet IEC 60601-1, IEC 60601-1-2 & IEC 60601-2-16 standards and should submit valid test report for the quoted model from NABL accredited laboratory/ from labs in their country of origin in case of foreign manufacturer</p>		
5.3	<p>Should have import/manufacturing license from Central licensing Authority or State licensing authority of CDSCO for Medical Devices and copy of valid license should be submitted for the quoted model.</p> <p>In case the vendor has not yet obtained import/manufacturing license from CDSCO for the the quoted model, proof of application for CDSCO medical device license to be submitted in the bid document and valid CDSCO licence to be produced at the time of supply/ NOA for the quoted model</p>		
SN	BOQ	Qty	UOM
1	CRRT machine as specified	1	Nos
2	Blood line set (Adult)	50	Nos
3	Blood line set (Pediatric)	10	Nos
4	Haemofilters (Adult)	50	Nos
5	Haemofilters (Pediatric)	10	Nos
6	Replacement fluid bag	##	Nos
7	Drain bags	50	Nos

Item no. 15

Cryotherapy

Sl. No	Cryotherapy
1	Unit should have chilling coils .
2	Unit should be equipped with heavy duty compressor for fast cooling and it should cool faster even if lid will be open frequently.
3	Unit must have Closed-cell foam insulation for energy efficiency.
4	Should have facility for easy cleaning and defrosting
5	Unit should be made up of stainless steel
6	Unit should provide casters facility
7	Unit should provide Temperature Range from -12 degree C to -6 degreeC
8	Safety Class : Type B
9	Safety Tests : Safety Tests: EN 60601-1 should provide certificate.
10	Unit should provide with 6 Standard size (28 cm x 36 cm) and 6 Half size (19 cm x 28 cm) coldpacks with non-toxic gel and should be latex free.
11	<p>Manufacturer should have ISO 13485:2016 certification issued from :</p> <p>Any Certification Bodies registered with NABCB under Medical Devices Quality Management System</p> <p>OR</p> <p>Any notified body registered with CDSCO</p> <p>OR</p> <p>Any 4-digit CE notified body</p>

Item no. 16

CT 128 Slice

CT -128 SLICE		
Purchase of Dual energy 128 sub mm Slice per rotation CT Scanner		
S.No.	(A) Features	(B) Essential Specifications
1.Gantry		
1.1	Aperture	≥ 70 cm
1.2	Scan field	≥ 50 cm
1.3	Gantry Tilt	Minimum Physical/Digital tilt of 20 degree on either side.
1.4	Integrated display panel	Integrated display panel Gantry front OR Tablet based on mobile workflow showing patient information, an ECG, breath-holding and scan guidance
2. DUAL ENERGY TECHNOLOGY		
2.1.	Dual Energy	The system must have dual energy capabilities and following range of applications should be available. Please specify whether dual energy can be used for daily clinical routine without extra radiation to the patient.
2.2.	Dual energy packages (to be offered)	The system should have dual energy acquisition and processing capabilities. Provide 1 number of floating license individually for each applications mentioned below.
2.2.1.	Virtual NCCT— Brain hemorrhage	Differentiation of brain hemorrhage from contrast enhancement. (Optional) (Quoted price to be valid for warranty period)

2.2.2.	Monoenergetic imaging	Mono energetic Imaging for beam hardening artifact elimination, Contrast augmentation and tissue visualization with Mono energetic image with facility for removal of artifacts from clips, coils, orthopedics/dental implants etc. (OPTIONAL) (Quoted price to be valid for warranty period)
2.2.3	Material density data	Electron Density and Atomic number visualization and processing. (Optional) (Quoted price to be valid for warranty period)
2.2.4	Bone Marrow Imaging	Dual Energy marrow imaging by calcium subtraction to look for marrow pathologies. (Optional) (Quoted price to be valid for warranty period)
2.2.5	Gout Imaging	Color coded visualization of deposited uric acid crystals in peripheral extremities.
2.2.6	Calculi Characterization	Visualization of the chemical composition of kidney stones.
2.2.7	Lung Analysis	Lung isolation, Color coding of affected vessels, Iodine uptake quantification. (Optional) (Quoted price to be valid for warranty period)
2.2.8	Direct Neuro CTA	Neuro CTA with accurate bone removal in complex body regions using dual energy method. (Optional) (Quoted price to be valid for warranty period)
2.2.9	Contrast vs Blood differentiation	Virtual non-contrast CT scan using dual energy method. (Optional) (Quoted price to be valid for warranty period)
2.2.10	Vascular Plaque characterization	Vascular Plaque characterization using dual energy method. (Optional) (Quoted price to be valid for warranty period)
		Deleted
Added Para		Dual Energy in Cardiac mode (OPTIONAL)
3. X-RAY GENERATOR		
3.1.	Output capacity (actual and not effective)	≥ 72 kW or more
3.2.	mA range	20-600mA or more
3.3.	kV	80-135 KVP
4. TUBE ASSEMBLY		
4.1.	Tube Voltage	80-135KV or more
4.2.	Tube current range	600mA or more
4.3.	Anode heat storage capacity	>= 6 MHU or Direct Cooling Technology
4.4.	Anode heat dissipation rate	≥ 1 MHU per minute
4.5.	Focal spot	Please specify.
5. PATIENT TABLE		
5.1.	Maximum load capacity	≥ 200 kg
5.2.	Scannable range	≥ 1800 mm
5.3.	Longitudinal table speed	≥ 100 mm per sec
6. SCANNING MODES		
6.1.	Spiral scanning	
6.1.1.	Spiral exposure	At least 60 sec or more
6.1.2.	Scan time for full 360 degree rotation in all modes	0.35 sec
6.2.	Axial Scanning	
6.2.1.	Slice Thickness (Axial mode)	0.625 – 5 mm variable
6.2.2.	Dynamic Multiscan	It must be possible to do dynamic multiscan for any body part
7. DATA ACQUISITION		

SYSTEM- LATEST DETECTOR CONFIGURATION		
7.1.	Number of acquired / generated slices per rotation in all modes :	Minimum 128 slices in all modes
7.2.	Whole brain perfusion	The system should do whole brain CT perfusion with coverage of not less than 8 cm..
7.3	Dynamic CTA	Enabling 4D CT DSA, time resolved perfusion with a minimum range of 8 cm.
7.4		CT – guided intervention 3D fluoroscopy
8. PATIENT COMMUNICATION		
8.1.	Integrated patient intercom	There should be integrated patient intercom
8.2.	Automatic patient instruction	A standard set of commands for patient communication before, during, and after scanning should be available in the English and Hindi language
9. PATIENT REGISTRATION		
9.1.	Pre-registration	It should be possible to do pre-registration of patient at any time prior to scans
9.2.	Emergency registration	Special emergency registration should be possible
10. OPERATOR CONSOLE WITH TABLE		
Computer System & image processor		
10.1.	CPU Processor	Minimum quad core processor, 900 GB hard disc , 32 GB RAM. The best available option to be quoted by the vendor
10.2.	Display	One large minimum 18" high resolution LCD monitors with a display on 1,024 X 1,024 or more
10.3.	Software	Should perform the functions like scanning image reconstruction, film documentation, MPR, CT angiography, MIP, 3D VRT, 3D SSD, Fly through, ready made perfusion for stroke imaging
10.4	4D Workflow	4D workflow with direct generation of axial, sagittal, coronal or double-oblique images from standard scanning protocols
10.5.	CT Angiography and Automated bone removal	Protocols to do CT angiography of anybody region and accurate presentation of subtracted CTA data sets
		Added Para: Following Applications on all 2 concurrent users: a. Metal Artifact Reduction (MAR) b. Stroke Analysis & Quantification c. Complete Liver Volumetry & Segmentation
11. IMAGE POST PROCESSING		
11.1.	Architecture	Architecture: A Client Server Architecture based solution (Intellispace portal/ AW Server/Syngo Via etc) Added Para : Server Hardware details: Intel Gold CPU 8-core, 64 to 96 GB RAM, 3TB storage with separate disks for system SW, Win Server 2019 edition /Linux & NVIDIA 5 to 8 GB GPU Mandatory hardware replacement of the server, client PCs and medical grade monitors to the latest available and compatible version, after 5 years from installation.
11.2.	Client hardware (5 units) specification for each client station	
11.2.1.	Monitors	One 19" or more display monitor per client, each monitor of 2 Megapixels or more, mouse , Online continuous UPS of at least 2kVA
11.2.2.	CPU Unit	CPU unit with 2 six core processors, Minimum 32 GB (8 GB X 4) RAM, NVIDIA 1 GB or equivalent, 1TB hard drive and 256 GB SSD
Server S/W		

11.3	Basic capabilities (2 or more concurrent users for all applications)	
11.3.1.	MPR	Real-time multi-planar reconstruction (MPR) of secondary views, with viewing perspectives in all planes including curved & orthogonal MPR,
11.3.2.	ROI evaluation	Parallel evaluation of multiple ROI in circle, irregular and polygonal forms.
11.3.3.	Statistical Evaluation	Image annotation and labeling, Angle measurement and Distance measurement
11.3.4.	2D	2-D, including image zoom and pan, image manipulations, reversal of grey-scale values
11.3.5.	3D	MIP, Min IP, SSD, VRT and other advanced 3D applications and color-coding for different tissues
11.4	Advanced application as mentioned below (2 numbers of concurrent license)	
11.4.1.	CT Angio	Automatic table and bone subtraction in CT angiography, Single click bone removal, manual vessel tracking, ability for a bone free visualization of the selective highlighting of high contrast structures , Vessel tracking, single click Stenosis measurement and coronary vessel tracing
11.4.2.	CT Neuro perfusion	Software for advanced cerebral perfusion study with stroke protocol and summary maps of the perfused area. Added Para : CT Neuro perfusion Software for advanced cerebral perfusion study with CBV,CBF,TTP, ASPECT Score measurements (OPTIONAL) Calculation of the ASPECT score (Alberta stroke program early CT score) based on a 10-point quantitative topographic CT scan along with CT Neuro Perfusion software (OPTIONAL)
11.4.3.	Cardiac Function and Ca scoring	Left Ventricular Analysis (LVA), Left ventricular wall analysis and Automated left ventricular segmentation. Added Para : CT FFR Software to be provided (OPTIONAL)
11.4.4.	Advance applications	Diagnostic bone assessment in radiological in radiological CT datasets. Optional : The spine and ribs should be displayed in one plane.
11.4.5	Integrated fusion	Multi-modality fusion- fusion between PET-CT, PET-MR, CT-MR, MR-SPECT, MR-MR, etc.
11.4.6	Neuro DSA	For evaluating cranial arteries by single click bone subtraction
	Quote price of each item separately	
	CT Fluoroscopy	CT Fluoroscopy Guided Biopsy with near real time needle visualization with Monitor of 18" or more, Cart for carrying monitor and Foot switch. Please quote the price separately.
	Quote Optionally: Advanced VRT.	High resolution, Photorealistic rendered 3D views based on physically accurate simulation of how light interacts with matter
12. IMAGE RECONSTRUCTION		
12.1	Recon speed	Minimum 35 images/sec
12.2.	Recons Field of View	5 to 50 cm continuous
12.3.	Recon Matrix	512 X 512
13. DOSE REDUCTION TECHNIQUES		
13.1.	Pre-patient collimation	There should be pre-patient collimation to reduce unnecessary dose to the patient
13.2.	Latest Iterative Reconstruction Technique:	Iterative reconstruction technology for all imaging protocols which reduces dose while simultaneously improving low contrast detectability & spatial resolution and reduces image noise.

		Added Para : AI based iterative reconstruction technology can be offered as optional.
13.3.	Pediatric & infant protocol	Dedicated pediatric / infant protocol to be offered by the vendor.
14. CERTIFICATION		
14.1		Should have import/manufacturing license from Central licensing Authority or State licensing authority of CDSCO for Medical Devices and copy of valid license should be submitted for the quoted model. In case the vendor has not yet obtained import/manufacturing license from CDSCO for the quoted model, proof of application for CDSCO medical device license to be submitted in the bid document and valid CDSCO license to be produced at the time of supply/ NOA for the quoted model
14.2		The system should be AERB type approved and the copy of E-LORA Listing should be submitted along with bid. If the quoted model has not been yet installed in India, vendor should submit NOC from AERB. Regular QA according to AERB norms will be responsibility of bidder during warranty and CMC period.
14.3		Regular QA according to AERB norms will be responsibility of bidder during warranty and CMC period.
14.4		Added Para : Offered system should be BIS / European CE with 4 digit notified body no / USFDA certified.
15. DUAL HEAD PRESSURE INJECTOR		
15.1.	Dual head pressure injector	Dual head pressure injector with Synchronization with CT Scanner (of any make) , with dual flow with 50 nos of Syringes & 200 sets of tubings. Added Para : Unit price for disposable syringe and tubing set should be quoted separately and the same should be valid during warranty period. Added Para: Should have the connectivity to PACS, RIS, and Speech Recognition Systems - (OPTIONAL.)
16.Dry chemistry camera		
16.1.	Dry Chemistry Camera	Dry chemistry camera of DPI 500 or more of any reputed make.
17. UPS		
17.1.	UPS	UPS with Maintenance free batteries capable of 30 minutes back up to run the entire CT, Computers, Dry chemistry camera, Work Stations etc.
18. MULTIPARAMETER MONITOR		
18.1.	MONITOR	Multi Para monitor 10 inch monitor , ECG , SPO2 , NIBP module of a reputed make for monitoring vital parameters.
19. MISCELLANEOUS		
19.1	LEAD APRONS	LIGHT WEIGHT lead Aprons(0.25mm lead equivalent) with hangers - 4 Nos.
19.2	LEAD GLASS	Lead Glass of 200 X 100 cm as per AERB Norms
19.3	LEAD APRON STAND	Lead apron stand — 1 No.
19.4	THYROID SHIELD	Thyroid Shields – 2 nos.
19.5	GONALD SHIELD	Gonadal Shields – 2 nos.
19.6	Standard Patient positioning accessory and restraining device	All standard Accessories pertaining to patient comfort and desired study like patient restraint kit, coronal head rest, table pad, cushions and pads
19.7	Remote Diagnostics Service	Software for Remote Diagnostics Service over a telephone line. The broadband line will be provided by end consignee
19.8	TRAINING	On site Training for a period of 4 (four) Weeks
20	The Scope of Work- Site Modification Work - CT	
1	The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Air-conditioning and Fire detection system for the construction of CT Scan Centre	
2	While preparing the plan, the following aspects have to be addressed.	

a	Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through corridors and doors. Adequate steel railing like protection of the CT table to avoid hit by the incoming stretchers to be done.
b	Radiation shielding for doors, walls, windows etc.
c	Furniture like desk, chairs, shelves etc.
d	Patient stretcher and other furniture/ accessory to make the scan centre functional.
3	The cost of Site modification work for the area of 1000 sq.ft and Air-conditioning of Tonnage 20 TR (including standby unit/s) will be considered for Ranking / Evaluation purpose.
4	Moreover Bidders will have to quote the Unit Rates of the following components of Site modification work.
a	Civil works
b	Electrical work
c	Public health (plumbing and sanitary fittings).
d	Air Conditioning (HVAC)
e	Interior Furnishing & Furniture
f	Miscellaneous
	Scope of work for Site modification work CT unit works:-
	The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Air-conditioning and Fire detection system for the installation of CT centre
	The CT SCAN CENTRE shall consist of the following rooms:
a	CT Gantry Room
b	Console room
c	Equipment room
d	Patient preparation room cum change room
e	Radiologist room
	The actual area of Site modification work done will be considered for payment, based on the unit rates and site measurements
	Civil work
a	Civil construction work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan.
b	Concrete bed at CT equipment area.
c	Platform for unloading and shifting the CT should be provided if necessary.
d	Cable tray, trench & channel – necessary trenches, cable tray and channels at required location would be provided.
e	All the construction work to be done as per the final plan approved by the Consignee.
a)	Flooring
1	600 x 600 mm vitrified tiles with 100mm tile skirting to match in CT Gantry & Console room, lobby and patient preparation areas, Radiologist room etc.
2	50 mm thick cement concrete flooring with Vinyl flooring in CT equipment / UPS room.
b)	Painting
1	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in patient preparation area, Lobby area, console room & Equipment room and Radiologist room etc. Added Para : Full height wall tiles should be provided in the CT Gantry room.
c)	False Ceiling
1	Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.
	Plumbing work
1	Hot water service to be provided if required. (The water supply line and drain line will be provided by consignee upto CT complex)
	Electrical work
1	The supplier shall be required to specify the total load requirements for the CT scan centre including the load of air conditioning , room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the CT Scan centre area. The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the UPS to provide emergency lighting.
2	The electrical work shall include the following:
a	Wiring – All interior electrical wiring- with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
b	Switches light and power points should be of modular type and of standard make as listed below.

c	General lights –LED light fittings with 500 Lux Illumination	
d	Added Para : Adequate number of earthing required for equipment and accessories should be provided by the equipment vendor.	
3	AIR CONDITIONING:	
	Ductable Split / Ductable package air conditioners may be used according to room requirement and suitability. Humidity control should be effective to eliminate moisture condensation on equipment surface. The Air conditioning should be designed with standby provision to function 24 hours a day.	
	The outdoor units of AC should have grill coverings to prevent theft and damage.	
	Ventilation is required in toilet.	
	Added Para : Dehumidifier of 110 Litre - 2 Nos. to be provided.	
3	Environment specifications:	
a)	Relative Humidity range: To be maintained between 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.	
b)	Temperature ranges: 22± 2° C in all areas except equipment room which shall be as per requirement of the equipment.	
c)	Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder.	
	Furniture:	
a)	Revolving chairs height adjustable, medium-back with hand-rest in the Control room, Radiologist room and viewing area. – 4 NO.S	
b)	Chairs for patient waiting area – Three seater (chrome plated). - 10 NO.S	
c)	Cupboard with laminate door shutters for storage of spare parts and accessories (approx size of 6'X3') and records as per requirement. – Qty 3 NO.S	
d)	Drug trolleys 1 numbers for patient preparation area.	
e)	Patient trolley with rubber foam mattress to be kept in the patient preparation room.	
f)	Name boards for all rooms	
g)	Tables for Workstation and Radiologist - 2 NO.S	
h)	Dustbins: 10 no.s	
	All furniture items should be of standard make as mentioned in the table below.	
	Miscellaneous:	
1	LED X-ray Film viewer with adjustable brightness ; capable of holding 3 films of 14"x17" size. – 2 no.s	
2	Cabling of Network (LAN) connectivity for camera system, console system, workstation and computers etc.	
3	Broadband connection: Broad band connection will be provided by the end user however, internal LAN cable work should be done by the vendor within the CT room. Also vendor should provide hardware accessories like WIRELESS DUAL BAND router or required access points.	
4	Fire extinguisher Dry CO2 type as required for the building safety.	
	LIST OF ITEMS AND SUGGESTED MANUFACTURERS.	
S.No.	ITEMS	PREFERRED MAKES
A	FLOORING VITRIFIED TILES	Somany, Kajaria , H&R Johnson, RAK india
B	PAINT	Dulux, Asian Paints , Nerolac
C	PLUMBING	Kohler, Jaguar , Grohe , Roca
D	SANITARY ITEMS	CERA, Hindware, Parryware
E	ELECTRICAL	
1	CABLES	Finolex, Havells ,V-Guard
2	SWITCHES	Legrand, L&T, Crabtree , Roma
3	DISTRIBUTION BOX , MCB	Legrand, L&T, Siemens, Havels
4	LIGHT FITTINGS	Philips / Crompton / Wipro/Syska
F	AIR CONDINTIONING	Daikin, Hitachi, Blue Star, Voltas,
G	FURNITURE	Hermen Miller , Godrej , Featherlite,Geeken
SI No	BILL OF QUANTITY	QTY
1	CT Scanner 128	qty 1 no

	SLICE CT with software packages ,as specified	
2	Servers: as specified	qty 1 no
3	Workstation Nodes: as specified	qty - 2 nos
4	Dry Chemistry camera : as specified	qty 1 no
5	Lead Glass of 200 x 100 cm.	qty 1 no
6	UPS with Maintenance free batteries	qty 1 no
7	Dual Head Pressure Injector	qty 1 no
8	Pressure Injector Syringes	qty 50 nos
9	Tubings for Pressure Injector	qty 200 sets
10	Multi Para monitor: as specified	qty 1 no
11	ULTRA LIGHT WEIGHT lead aprons	qty 4 nos
12	Lead Apron Hanger	qty 4 nos
13	Lead apron stand	qty 1 no
14	Thyroid Shields	qty - 2 nos
15	Gonadal Shields	qty - 2 nos
	Components of Site Modification Work	
1	Civil works	1000sqft
2	Electrical work	1000sqft
3	Public health (plumbing and sanitary fittings).	1000sqft
4	Air Conditioning	20 TR
5	Interior Furnishing & Furniture	1000 sqft
6	Miscellaneous items	
	Furniture:	
1	Revolving chairs height adjustable, medium-back with hand-rest	qty - 4 Nos.
2	Chairs for patient waiting area – Three seater (chrome plated). -	10 NO.S
3	Cupboard with	qty 3 Nos

	lamine door shutters for storage of spare parts and accessories (approx size of 6'X3') and records as per requirement.	
4	Drug trolleys for patient preparation area.	Qty -1 no.
5	Patient trolley with rubber foam mattress	qty 2no
6	Tables for Workstation and Radiologist .	qty 2no.
7	Changing rooms (with change lockers and dressing table).	Deleted
8	Dustbins	qty-10 nos.
9	Room Signage	1 LS
10	Venetian Blinds	1 LS
	Miscellaneous:	
1	LED X-ray Film viewer	qty 2no
2	Cabling of Network (LAN) connectivity for camera system, console system, workstation and computers etc	1 LS
3	Deleted	
4	Fire extinguisherABC type of 2kg each as required for the building safety	qty 5 Nos
5	Dehumidifier of 110 Litre	2 Nos
	Added Para : All the Optional items offered should be quoted separately and the price should be valid for warranty period	

Item no. 17

DEXA Scanner (BMD)

Sl. No	DEXA SCANNER (BMD)
A	Scanner hardware and acquisition technology
1	Isocentric or Linear fan beam acquisition
2	Mention energy technique used. Provide supportive documents for the same
3	Internal reference system for pixel by pixel data calibration (either automated or by phantom)
4	Multi-element solid state detector array, at least 64 detectors
5	Oil cooled/air cooled high capacity X ray tube
6	Computer aided re-positioning
7	Cross hair style laser for patient positioning
8	High scan table for easier patient accessibility
9	Deleted
B	Quality assurance
1	Deleted
2	Multiple system checks with pass/fail results
3	Should have either automated or manual Quality Assurance facility. In case of manual QA, appropriate phantom(s) should be provided.
4	Automatic trending graph of QA variables
5	Should have provision to print QA results
6	Radiation Dose: Scatter dose less than 0.1 cGy/hr at 1 meter
C	Clinical applications
1	Facility for supine or lateral decubitus positions
2	Spine, hip and distal forearm scan acquisition by dual energy scanning
3	Deleted
4	Deleted
5	High precision with in-vivo CV < 1%
6	L1-L4 standard spine analysis
7	Standard regional proximal femur analysis
8	Automated dual femur
9	Onscreen help graphically displays proper patient positioning
10	Automatic BMD spine and hip analysis
11	Scoliosis spine analysis

12	Pediatric spine and hip and whole body analysis
13	Whole body composition analysis
14	High Definition Instant Vertebral Assessment (HD IVA) or Equivalent vertebral analysis
15	Deleted
16	Deleted
17	Body composition
18	Paediatric BMD analysis and paediatric whole body composition analysis
19	Fracture risk indication with IVA
20	Hip Structural Analysis (HSA) Should be compatible for future upgradation to perform trabecular bone score (TBS) in spine
21	Standardized BMD reporting
22	Single/dual energy image display
23	Context sensitive help software
24	Serial scan comparison
D	Connectivity/Reporting tools
1	Reporting software with fracture risk indication
2	Deleted
3	Extended spine reporting
4	Extended proximal femur rate of change reporting
E	Reference Data
1	Reference data n> 8000
2	Default NHANES III standardized database
3	Age, sex and ethnic matched reference data
F	Computer hardware
1	Latest Windows based operating system
2	4 GB RAM minimum
3	1TB Hard drive recommended
4	CD R/W Drive
5	128MB video board
6	Network interface card
7	High resolution monitor
8	Laserjet color printer along with consumables supplied for initial startup. All consumable price to be quoted seperately. Price to be fixed for 5 years
G	Weighing scale & height measurement device to be supplied
H	Suitable Online UPS with 30 min backup for the entire system including computer and printer
I	Quoted model should be US FDA or European CE (with 4 digit notified body no) or BIS approved.
J	Quoted model should be AERB type approved.

K	Installation has to be done as per AERB norms.	
L	Site Modification Works	
	Bidder to execute site modification works in an area of approx. 300 sq feet as per AERB norms.	
	Bidder should assist institute in getting AERB site approval.	
	Bidder should quote separate rate for each of the following items.	
	The payment shall be made as per the actual work done.	
	Name of the particulars	Qty
1	Construction of 9" brick wall	60 sq meter
2	Provision of wall tiles- Reputed make	30 sq meter
3	Provision of Floor tiles- Reputed make	20 sq meter
4	Provision of false ceiling – reputed make	20 sq meter
5	Air conditioning for room and equipment- suitable AC unit split or package unit to maintain required ambient temperature	
6	Electrical works including general electrification and control panel for equipment (if required) - LS	
7	Any other miscellaneous works if necessary for successful installation and commissioning of the DEXA scanner - LS	
M	Following accessories to be supplied as per AERB norms:	
1	Lead Apron - 2 nos	
2	lead protection barrier with viewing window - 1 no	
3	Lead lining of door and window.	

Item no. 18

ECHO and USG Machine

High End Echocardiography system (4D ECHO)			
1	The system must be latest generation (not last prior to 2-3 years), highest & technologically advanced digital 4D (Live 3D) echocardiography system. Any other model other than the highest end and latest version is liable for rejection		
2	System must be offered with a minimum of 800000 digital processed channels. Original technical data sheet should be enclosed in technical bid to support the number of channels on the systems. If not mentioned, Please attach a letter from manufacturer along with the technical bid clearly stating the digital processed channels of the offered system		
3	System must have adult cardiology transducer with either single crystal technology or pure wave technology or matrix or equivalent for excellent greyscale image quality on difficult to image patients. Please mention the technology used in the transducer. Original technical data sheet should be enclosed in technical bid to support the crystal technology.		
4	System must be offered with a minimum 21 inch high resolution OLED flat panel medical grade display monitor with infinite position adjustments. Company should provide wider monitor if available		
5	System should have at-least four Imaging universal active probe ports with electronic switching facility from key board without probe adapter.		
6	System should be capable of supporting second generation 4D(Live 3D) matrix transthoracic transducer for exceptional 4D (live 3D) Echo,4D(Live 3D) zoom, triggered full volume and triggered 3D colour volume with electro cautery suppression		
7	System should support board band probes spanning a frequency of 1-15 MHz.		
8	Image storage facility on in build hard disc or MOD/CD/DVD-RW facility should be available. Inbuilt hard disk with capacity of 1TB SSD . System should have extensive image capability including thumb nail review, Cine loop editing etc.management. System must be supplied with 5TB external hard disk		
9	System must be offered with speckle reduction Imaging: Image processing technique to remove speckles and clutter artifacts.		
10	System should have 4D (Live 3D) Echocardiography capability with colour flow imaging with single beat		
11	System should be capable of scanning depth of 30cm. Scanning Depth should be clearly mentioned in the technical quoted If not mentioned Please attach a letter from manufacturer along with the technical bid clearly stating the scanning depth of 30 cm in the offered system.		
12	Should be able to perform advanced quantification measurements like strain & Strain rate quantification. Should measure the myocardial velocity and derives the strain rate and strain along user-defined M-lines, Capable of drawing up to 3 M-lines at a time, Capable of sub-dividing each M-line into 8 sub-regions or according to user-defined sub-region sizes, Point of interest tool obtains values from any point on the M- mode display. In addition to the tissue Doppler based strain system should have 2D based strain like VVI, AFI and TMQ should be offered. These should be offered both on the system and on a licensed workstation. OFF-CART workstation (both licensed hardware and licensed software) should be quoted and highlighted in the technical bid Added Para: CT/Flouro integration (Optional)		
13	2D speckle tracking for LA, LV and RV with Volume, TAPSE and EF		
14	System must be offered with user friendly high resolution user interface touch panel of minimum size of 12.0 inch or intuitive keyboard. User friendliness will be given preference.		
15	Should be able to perform MPR views for quantification from 3D Imaging on volume measurements like LV volumes, Ejection fraction from 3D Image, etc. Also should offer synchronicity indicates to measure and compare timing of maximum contraction of LV volumes		

	to determine those patients who will best benefit from CRT system. Should display global LV volume and should provide simultaneous display of 17 regional volume waveform. This should be offered both on the system and on a licensed work station (both licensed hardware and licensed software) should be offered and highlighted in the technical bid.		
16	The system should have the facility of displaying the three planes of the 3D data set.		
17	Contrast Harmonic Imaging should be offered as standard on the system, with optimization for LOW and HI MI applications. Should also have facility of LOW MI with triggered replenishment Imaging.		
18	Integrated stress Echo facility to perform Stress Echo exams.		
19	Should have the state of the art Transmit real time compound Imaging Technology with Multiple transmitted lines of sight, wherein multiple coplanar Images from different viewing angles are obtained and combined into a single compound Image at real-time frame rates for improved visualisation. Should demonstrate and show multiple transmitted line of sight in linear probes.		
20	Latest PC (off-cart workstation) with permanent licence software for analysing and quantification of 2D and 3D data sets like Strain and Strain rate imaging, Tissue Motion Annular Displacement, Mitral valve 3D data sets, 2D Speckel tracking. CD/DVD writer with Image management software and colour laser Printer. PC should be offered with a flat panel 17" display monitor, 1 TB SSD, i7 processor, 16 GB RAM. (hardware essential for OFF cart quantification)		
	Following Transducers (Frequency tolerance +/-2MHz) should be supplied with the system		
1	4D (Live 3D) Echo matrix transducer for adult 4D (Live 3D) with frequency ranging from 1-5±1 MHz. This probe must support for exceptional 4D (Live 3D) image quality on the matrix array transducer to simultaneous display of two real-time live high-quality image planes. This transducer should have either single crystal technology or pure wave technology or matrix technology for excellent Image quality on difficult to image patient. Please mention the crystal technology used in the transducer. Systems offered with normal transducers for adult echo are liable for rejection.		
2	1-5±1 MHz Broadband adult echo transducer for adult cardiology imaging. Must have Tissue harmonic Imaging, must have either single crystal technology or pure wave or matrix technology for excellent Image quality on difficult to image patients. Must attach original technical data sheet of transducer to specify the above technology used in the transducer. This adult probe must be of the smallest foot print.		
3	3-8 MHz Broadband pediatric echo transducer for pediatric and small adult cardiology imaging.		
4	5-12 MHz broadband pediatric echo transducer for neonatal and large pediatric cardiology imaging.		
5	4D (3D) Echo matrix TEE transducer for Adult 4D (3D) with frequency ranging from 2-7 MHz. Please quote prices of all probes separately also.		
6	System should be supplied with the 2KVA online UPS		
7	Added Para: Paediatric 2D TEE probe 1 no		
	Guarantee & warranty:		
	Guarantee: Comprehensive Guarantee for five years for parts and labour. All software updates a period of 5 to be provided free of cost. CMC should be unconditional and include all accessories including third party items.		
	Comprehensive Guarantee for parts and labour from year 6 to 10 will also need to be quoted in the price separately and will be taken into account(added in the price bid) while calculating the Final price.		
	should be US FDA or European CE with four digit notified body number or BIS certified.		
Sl No	BOQ	Qty	UOM
1	System as specified	1	Nos.
2	4D (Live 3D) Echo matrix transducer for adult 4D (Live 3D) with frequency ranging from 1-5±1 MHz.	1	Nos.
3	1-5±1 MHz Broadband adult echo transducer for adult cardiology imaging.	1	Nos.
4	3-8 MHz Broadband pediatric echo transducer for pediatric and small adult cardiology imaging.	1	Nos.
5	5-12 MHz broadband pediatric echo transducer for neonatal and large pediatric cardiology	1	Nos.

	imaging.		
6	4D (3D) Echo matrix TEE transducer for Adult 4D (3D) with frequency ranging from 2-7 MHz. Please quote prices of all probes separately also.	1	Nos.
7	Paediatric 2D TEE probe	1	Nos.
8	Stand alone PC (Windows based) with suitable DICOM viewer,	1	Nos.
9	Suitable Laser Colour Printer	1	Nos.
10	2KVA online UPS	1	Nos.

Item no. 19

ENT Workstation

Sl. No	ENT WORK STATION
1	Durable, steel casing, non-rusting, long lasting worktop
2	Minimum 02 large pull-out trays with dividers located in compartment under hinged cover
3	At least 3 drawers with dividers and with 1 UV sterilizer.
4	Containers for used instruments and waste
5	Min. 4 power sockets 230V
6	Right-handed use. Either mobile on castors or fitted as a fixture.
7	Operates on 230V ($\pm 10\%$) – 50/60 Hz.
8	Plateau for additional equipment like monitor, separate endoscopy recording system or such devices.
9	Should be fitted with glove, cotton and tissue/ paper dispenser drawer/ container
10	One integrated recording system to be provided for both endoscope and microscope.
a)	For recording purposes for digital and video images with all essential software and essential back up and accessories.
b)	High performance using at least i-7 processor or better with minimum 16GB RAM. At least 2 TB SSD.
c)	At least 2 LAN ports.
d)	Capable of integration with HIS and PACS via standered interfaces.
e)	The system should be compatible for attachment to the endoscope. Should be able to enter patient's details and to record and store for images.
f)	Should have ability to generate dvi and/or mpeg4 videos.
g)	21 inch or more Full HD (1920 x 1080p) medical grade monitor
h)	Still photo/video mode is selected by foot pedal or by shutter release on the touchscreen.
i)	Capable of comparing at least 2- 4 stills, single image view and zoom.
j)	Facility for photo creation from recorded videos.
k)	Full HD (1920 x 1080p) C-MOS/ CCD technology with high sensitivity to light.
l)	Data can be sent to printer and LAN and be saved directly to USB stick or internal memory.
m)	A laser coloured multifunction (copy, scan and print) printer for printing reports be provided with the device. It is permissible for that a printer be of different manufacturer
n)	Should be compatible with Microsoft windows 10 or more, and/or the latest versions.
o)	Should have Video freezing function
p)	It should have custom designed special case for keeping the unit.
q	Should have facility for photo & video editing
11	Noiseless preferably separate Suction system.
a)	Supplied with suction hand piece and tubing. Maintenance-free.
b)	Capacity: 40 ltr/min to 70 ltr/min, vacuum: -80 to -98kpa, with secretion collection of atleast 0.75 ltr with automatic secretion canister evacuator system.
c)	Suction should have automatic start up feature while removing suction cannula adaptor from the support.
d)	Should have facility of hose rinsing the suction tube to avoid any growth of Bactria/fungus in the suction

	tubing.
e)	Suction Cannulas 1.0 to 4.0 mm (4 different sizes).
12	Compressed air system complete with spray hand piece (autoclavable) with tubing and 3 spray bottles.
a)	Should have compressed air system .
b)	Powder and liquid atomizers with holder for atomizers (nozzles removable)
c)	Adjustable pressure by means of regulator valve
d)	Automatically activated via sensor when hand piece is removed from its holder
e)	Manometer / pressure display in front panel
f)	Low maintenance
g)	Max. pressure: ≥ 2 bar
h)	Politzer olive universal sizes, fits directly into compressor hand piece
13	Telescopes (2 nos each)
a)	0° - 2.7 mm - 160 -180 mm working length
b)	0° - 4 mm - 160 -180 mm working length
c)	30° - 4 mm - 160 -180 mm working length
d)	70° - 4 mm - 160 -180 mm working length
e)	Oto-endoscope 0° (Length 4-7cm approx, diameter 2.7mm).
f)	90°Tele laryngo-pharyngoscope, magnifier scope (4X), fibre optic light transmission, adjustable focus.
14	Disinfection and warming quivers for endoscopes preferably placed in extension arm (preferably for 4 endoscopes). Preheating quivers disinfection quivers, disinfection quivers, disinfection time control, removable and disinfected quivers for flexible scopes.
15	Warm water irrigation system
a)	With for ear syringing having body temperature.
b)	Should have sinus drainage tube as well as front cannulas and a suitable warm water supply system.
16	Ear rinse cup with ear rinsing funnel with active motor system & automatic liquid bottle drainage system preferably on swivel arm.
17	Microscope with beam splitter
a)	With 3 - step magnification changers
b)	Mounted on ENT unit
c)	Switched on/off from control panel with dimmer or Switched automatic on/ off, on the movement of the microscope Column
d)	10X Object F = 200-300 mm with fine focusing
e)	Binocular vision
f)	Inbuilt LED light source in the microscope
g)	Switchable 230/240 VAC
h)	Aseptic splash protection for the objective lens.
i)	Sterilizable hand grip covers and caps.
18	Integrated fibre optic light source for telescopes with 4 fibre optic cable. Cold light source (LED light source equivalent to 150W of Xenon lamp) Intensity adjustable.
19	Battery operated LED head light (2 Nos)
a)	Adjustable & comfortable head band vertical and side to side adjustable. Preferably automatic activation of head light.
b)	Approximately 300 cm fibroptic chord.
c)	Focal length 20-30 cm.
d)	Adjustable light spot diameter.
e)	Battery life : atleast 4 hours of operation
f)	Should be provided with two spare rechargeable batteries and charger
20	Doctor's Stool with adjustable backrest and height
a)	Pneumatic cylinder with height adjustable
b)	Min. seat height: 46 cm to 55cm
c)	Max. seat height: 50cm to 75cm
d)	360° rotatable
e)	Seat \varnothing 30 cm to 40cm
f)	Adjustable backrest (height and depth)

g)	Cross-type base
h)	Safety castors
21	Patient Examination & Treatment Chair
a)	Motorized and ergonomically designed facilitating the postures of both Doctor and patient.
b)	Seat should have motorized lifting device. Lifting range of 25 cm. With minimum Height of 55 cm
c)	Integrated foot switch for easy adjustment of height and back rest
d)	Should have complete rotation 340 degree with locking device.
e)	Armrest should be comfortably padded and can be folded back for enabling easy sitting of overweight
f)	Backrest should recline to horizontal position and adjustable head rest.
g)	Arm rest and leg rest should simultaneously follow the chair's sequence of movement until it reaches the complete horizontal position. Electric back rest adjustment.
h)	Head rest should have adjustable height.
i)	Power 220-240 Volts/50 Hz.
j)	Added Para : Patient chair should have Trendelenberg Position
22	Head light rest
23	Appropriate UPS with 15 minutes' backup for the whole equipment.
24	Flexible video laryngoscopes
A.	General Specifications:
1	Should have large viewing angle and movable distal tip for better orientation
2	Waterproof, fully immersible for cleaning and disinfections
3	Sterilizable with ETO gas, steris and sterrad
4	Resistant construction and robust mechanics
B.	Technical Specifications:
1	Direction of view: 0 deg.
2	Angle of view: 80-100 deg.
3	Working length: Minimum 30 cm or better
4	Outer diameter: 4-5.5 mm
5	Instrument Channel: 1.4 -2.5mm
6	Deflection: Upward: 130 deg or more, Downward: 110 deg. Or more
7	Should provide one storage case to keep all the endoscopes (1 No each)
25	Should provide flexible biopsy forceps (2 Nos) compatible with above mentioned video laryngoscope
26	One fiber optic LED Oscope with seigalisation and desktop charger
27	Other terms and conditions
a)	Warranty 5 years from the date of installation.
b)	CMC for 5 years. It should cover all components of unit (i.e. microscope, cold light source, suction system, head lamp suspension, fibre-optic head light, examination chair, doctor's chair, endoscopy centre including endoscopes, camera and monitor etc.)
c)	An undertaking to be provided by the principal/manufacture of the system for availability of spares for 10 years from the date of installation.
d)	Technical bid should mention complete specifications of the unit. A pen/pencil diagram of the unit is to be provided with the technical bid which should show all specifications labelled as numbers of the specifications mentioned in the tender.
e)	This document attachment is not to be taken as replacement of original brochure which is to be essentially provided. No photocopy of the brochure is to be attached.
f)	A separate compliance report (other than technical bid) is required.
g)	A point wise technical compliance report prepared in the same sequence as specifications are mentioned in the tender must be provided. The document should clearly indicate that weather the compliance on each specification has been met or not, and any deviation if present should be mentioned. A separate column showing the location of particular specification on brochure should be added.
h)	All components should be from same principal manufacturer; in case any of the component is not manufactured by the principal manufacturer the same shall be offered from a second manufacturer; (In this case the principal manufacturer should submit an undertaking for non production of the such instruments).
i)	All components should be BIS or European CE with 4 digit notified body or US FDA certified
j)	Individual prices for Endoscopes, Cables, filter cartridges, water filters or any consumable items offered should be quoted separately and the quoted price to be valid for warranty period.

Item no. 20

Fibro Scan

Sl. No	Fibroscan
1	Description of Function The equipment will be used to measure the stiffness (Elasticity of the Hepatic parenchyma and quantification of stenosis by non-invasive technique based on Ultrasound Elastography technique and should also provide controlled attenuation parameter for steatosis.
2	Technical Specifications
A	Functioning modes:
i	2D strain imaging/Elastogram
ii	A mode
iii	TM mode
B	Display:
i	LCD monitor
ii	Resolution: 800x600 pixels with 256000 colors
iii	Tactile interface:
a	17"touch screen or more
b	Should have single or separate probe connector
c	Front and rear handles for easy manipulation
d	High speed elastography engine
e	Automated probe selection
C	Connectivity
i	VGA, RJ45 and USBx2 outputs
ii	Keyboard with 2 button trackball/ Touch Screen
D	Computer and Software:
i	It should have dedicated user interface, data import/export on USB flash disk, report printing option, facility for patient's database and a storing space of upto 20000 patients
ii	Operating system: Microsoft Windows 7/8/10 or better with explorer 7.0, firefox 3.0, PDF reader (acrobat 9.0 or similar), office word 2010
iii	15" or more TFT monitor
iv	RAM 4GB , 500GB HDD, modem, LAN, RNIS and smart memory PC card slot or digital output to facilitate direct recording of data, image and video output from processors
v	Multilingual report generator
E.	Standard probe M for adults:
i	Ultrasound central frequency: 2.5 M Hz or more
ii	Output power: 2mW
iii	Mechanical Index: 0.68
iv	Mechanical wave frequency: 50 Hz
v	Mechanical travel: 2mm
vi	Mechanical power: 16mW
F	XL Probe - 1 nos (Optional)
G	Pediatric probe - 1 nos - (optional)
3	System configuration, accessories, spares and consumables
i	Ink tank color printer
ii	Ultrasound jelly - 250ml/bottle
iii	Tissue paper box
iv	Photoglossy paper 90 GSM, packet of 50 pcs

4	Environmental factors
i	The unit shall be capable of operating continuously ambient temperature of 0-40 degC and relative humidity of 15-90%
ii	The unit shall be capable of being stored continuously ambient temperature of -20-60 degC and relative humidity of 15-90%
5	Power supply
i	Power input to be 220-240 VAC, 50 Hz fitted with Indian plug
6	Standards, safety and training
i	Should be USFDA / European CE with 4 digit notified body number or BIS approved product
ii	Manufacturer/supplier should have ISO certification for quality standards
iii	Back to back warranty to be taken by the supplier from the principal to supply spares for a minimum period 10 years

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 Batteries for UPS, other vacuumatic parts wherever applicable) Warranty period will be 5 years from the date of installation, commissioning and Site Modification Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
 - b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
 - c) All software updates should be provided free of cost during Warranty period.**

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by 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. The same will be in line with the training modalities as specified in general technical specification.

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Site Modification Work (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least twice in six months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, 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.

5. Site Modification Work:

Site Modification Work is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Site Modification Work details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Site Modification Work of each Hospital/Institution/Medical College. The Site Modification Work 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 Site Modification Work should completely comply with AERB requirement, if any.

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

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

Note 3: Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS).

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel onsite for a minimum period of 1 month

All software updates should be provided free of cost during warranty period and CMC period

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
 - e. telephone number
 - f. fax number
- 02 Plant and machinery details:
- 03 Manufacturing process details:
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX
Qualification Criteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
2. The bidder or its OEM should have supplied and installed in last Five years from the date of Tender Opening, at least 25% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
3. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.
4. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as specified in Annexure-C of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order. A self declaration with respect to above order must be submitted.
5. Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 and its subsequent amendment thereof. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along

with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

7. The average annual financial turnover of 'The bidder' during the last three years, ending on 2022, should be at 80% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries."
8. The Bidder should submit a 'Credit Limit Certificate' of at least 110% of the Tender estimated value} (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') duly certified by a Scheduled Nationalised Bank.
9. The net worth of the bidder firm (manufacturer or principal of authorised representative) should not be negative on the date of tender opening and should have not eroded by more than 30% in the last three year, ending on the march 2023.

NOTE:

1. The tenderer shall give an affidavit as under:

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

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

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

3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser
5. **The bidder should submit the manufacturer's production capacity, meeting the quantity requirement and delivery schedule requirement of this tender document.**
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 Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the 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.**

**** The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, Institute of National importance for the specific model quoted along with the price bid.**

Section – X
TENDER FORM

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

Date_____

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

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

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on
behalf of

SECTION – XI
PRICE SCHEDULE

Price bid format/ template is provided as along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to download Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, their bids shall be liable to be rejected.

In case, an instruction in the specification asks for a BOQ line item to be quoted separately, the same to be quoted mandatorily as a separate price and must not be added in the bundle offer.

SECTION – XII
QUESTIONNAIRE

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

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

Note: The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer's indicating uniform unit rates) and List of Consumables with prices can be uploaded in CPPP portal as per provision available

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - fails or refuses to furnish the performance security for the due performance of the contract or
 - fails or refuses to accept/execute the contract or
 - if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

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

Dear Sir,

Ref: Your TE document No _____ dated _____

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

We also state that we are not participating directly in this tender for the following reason(s):

(please provide reason here).

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

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

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

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

Yours faithfully,

[*Signature with date, name, designation and Email*]

for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

Note:

- (1) *This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
- (2) *Original letter may be sent.*
- (3) *The purchaser reserves the right to verify this document with its signatory.*

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

CEO

HLL Infra Tech Services Limited

Procurement and Consultancy Division

B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”).

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

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

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

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

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

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to _____ (indicate date).

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

SECTION – XVI

CONTRACT FORM - A

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

(Address of the Purchaser/Consignee
Office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office’s Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser’s TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier’s Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers’ Authorisation Form (if applicable for this tender);
 - (ix) Purchaser’s Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – ‘General Instructions to Tenderers’ of the Purchaser’s TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

Any other additional services (if applicable) and cost thereof: _____

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

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

6. Warranty clause

7. Payment terms

8. Paying authority

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

Received and accepted this contract
(Signature, name and address of the supplier's executive
Duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)
(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ dated _____

Between

(Address of Head of Hospital)

And

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

1	2	3	4					5
Schedule No.	Brief description of goods	Quantity. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

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

- The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Site Modification Work (if any).
- There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual.

The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least twice in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- 6. All software updates should be provided free of cost during CMC.
- 7. The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
- 8. If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- 9. **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- 10. **Paying authority:** _____ (name of the consignee i.e. Hospital authorised official)

(Signature, name and address
of Hospital authorised official)

For and on behalf of _____

Received and accepted this contract.
(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)
(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

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

SECTION – XVIII

Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment /plant.

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

- (a) Contract No _____ dated _____
- (b) Description of the equipment (s)/plants: _____
- (c) Equipment (s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway
 Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporters: _____
- (g) Name of the Consignee: _____
- (h) Date of site hand-over to the supplier by consignee: _____
- (i) Date of commissioning and proving test: _____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
- b) He has not supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment (s)/plant(s).
- c) The supplier as specified in the contract has not done training of personnel.

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

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

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

(Signature)

(Name)

(Designation with stamp)

Explanatory notes for filling up the certificate:

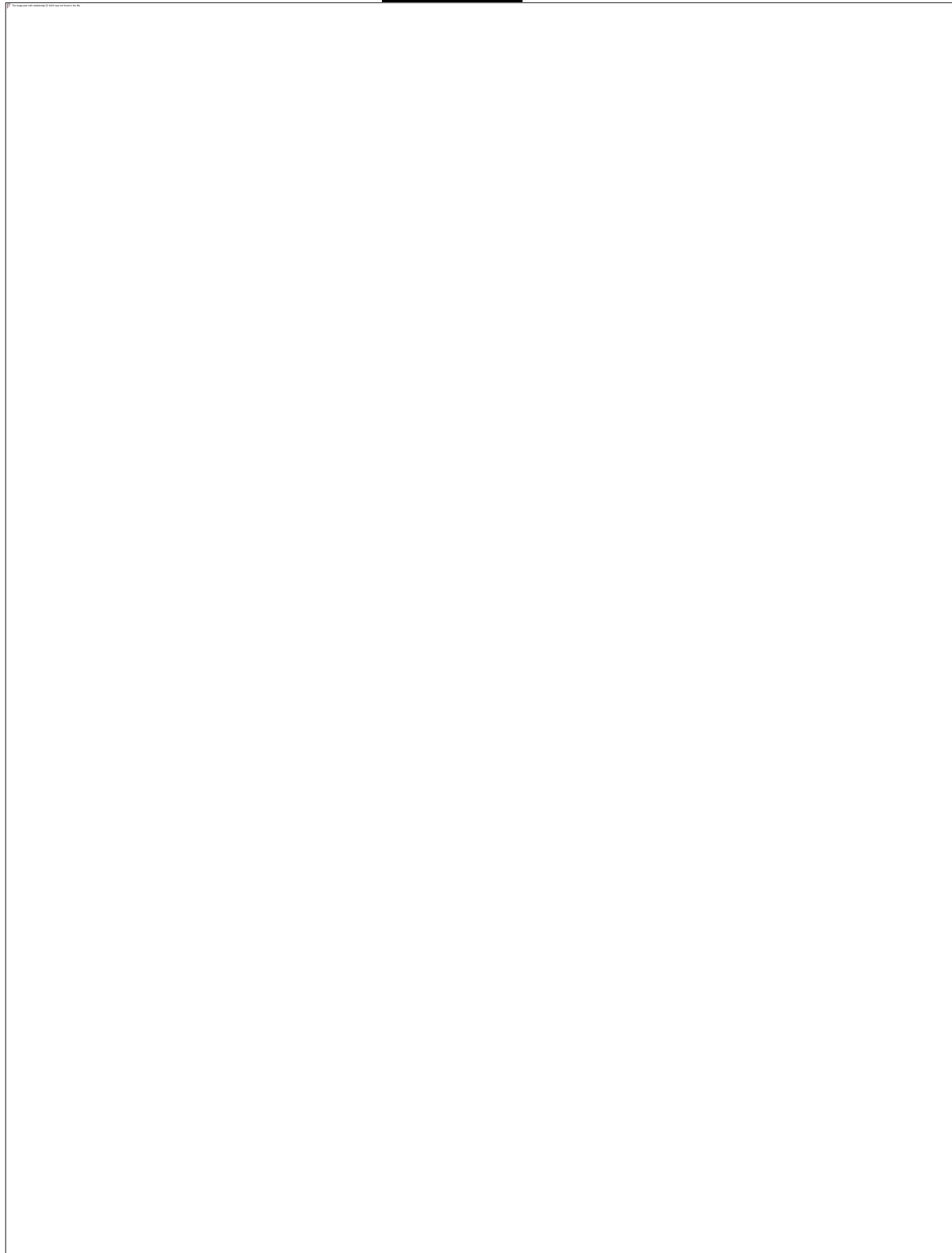
- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) He has supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment (s)/plant(s).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment (s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

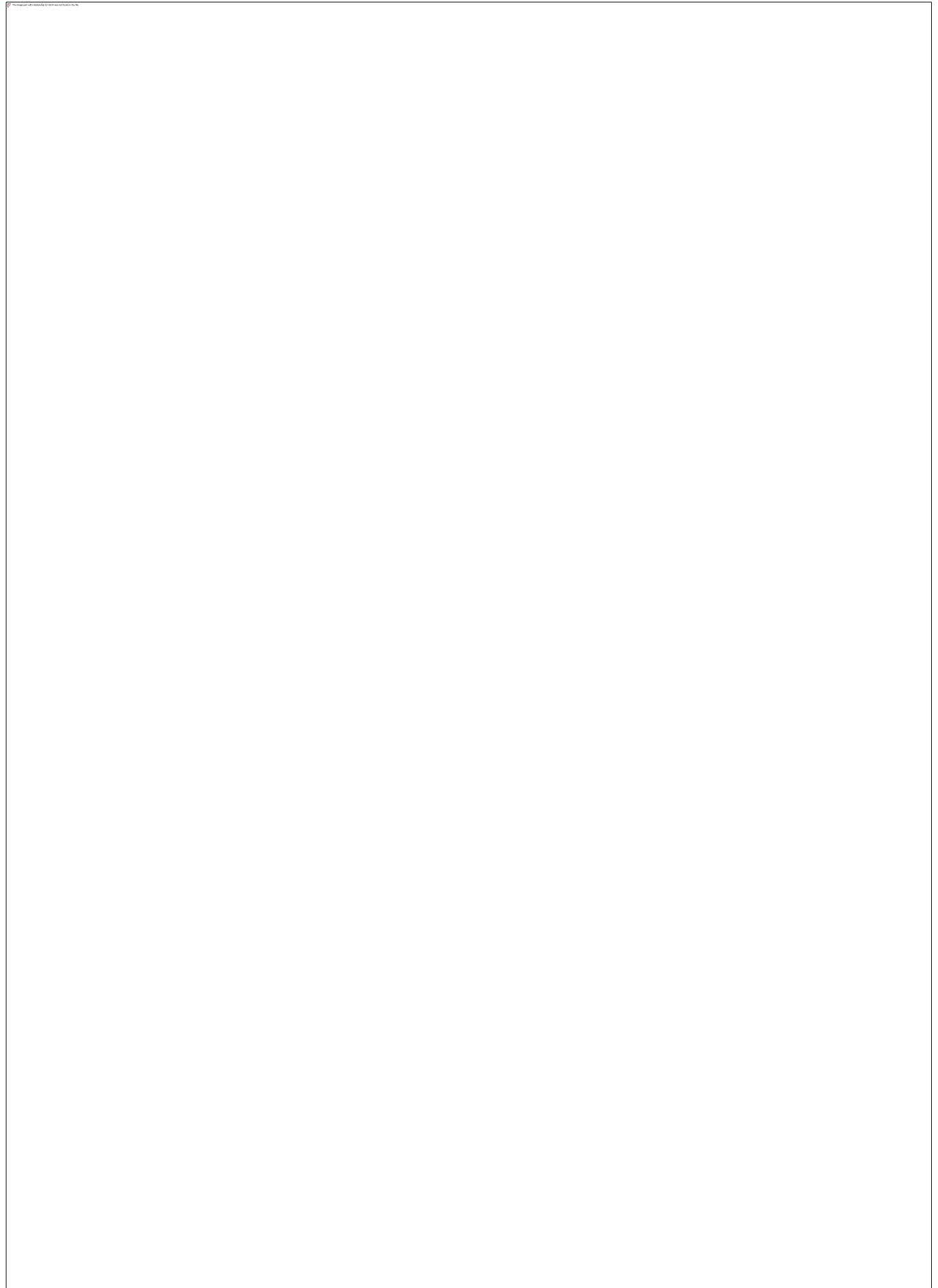
Section – XIX
Consignee List

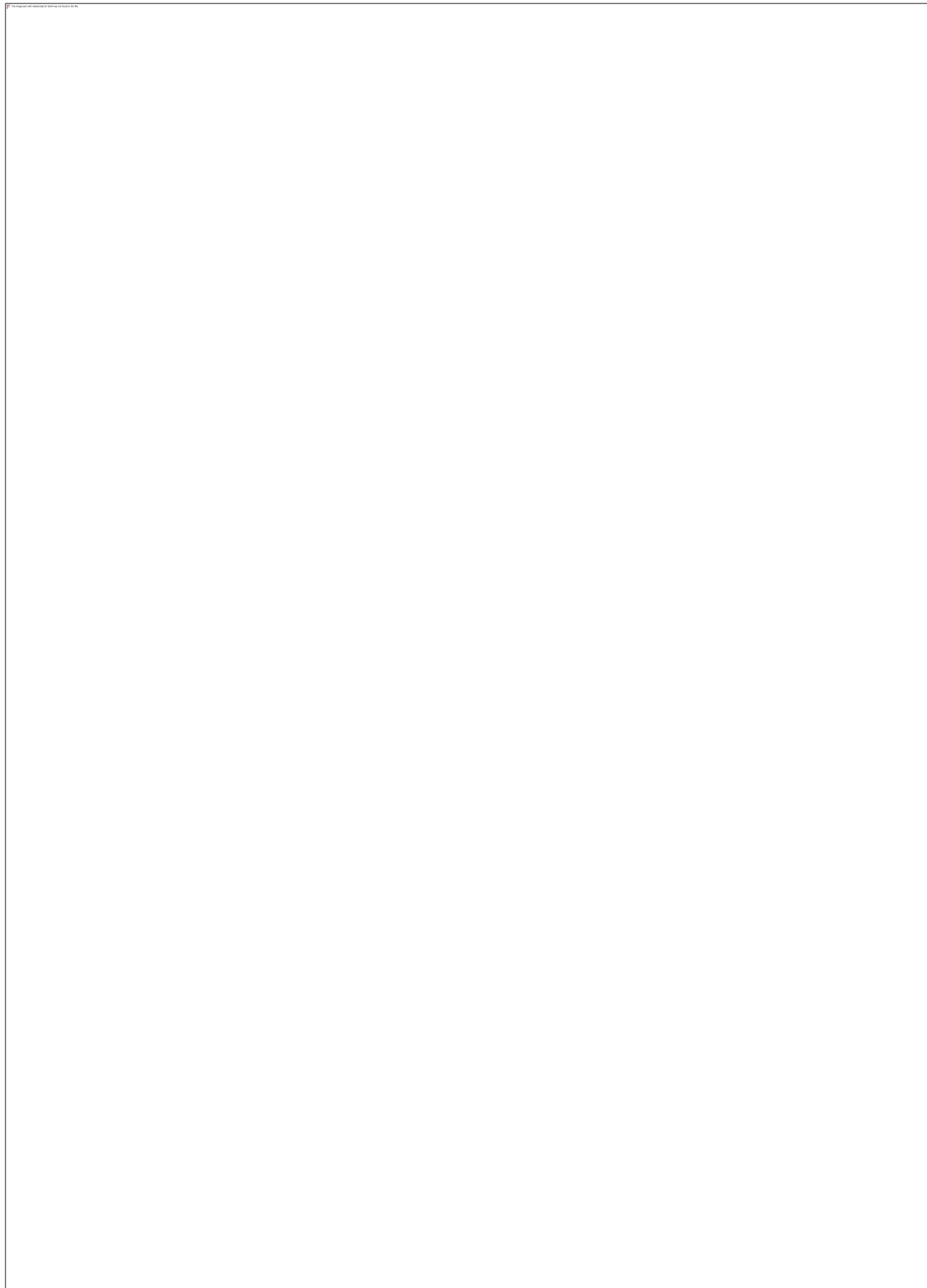
Sl. No.	Name of Hospital and Address	State
1.	AIIMS, Gorakhpur	Uttar Pradesh
2.	AIIMS, Mangalagiri	Andhra Pradesh
3	AIIMS Kalyani	West Bengal
4	AIIMS Guwahati	Assam
5	AIIMS Nagpur	Maharashtra
6	AIIMS Bathinda	Punjab
7	AIIMS Bibinagar	Telangana
8	AIIMS Samba	Jammu & Kashmir
9	AIIMS Deogarh	Jharkhand
10	AIIMS Pulwama	Jammu & Kashmir
11	AIIMS Rajkot	Gujarat
12	AIIMS Raebareli	Uttar Pradesh
13	Any new AIIMS/GMC's getting established under PMSSY Project	

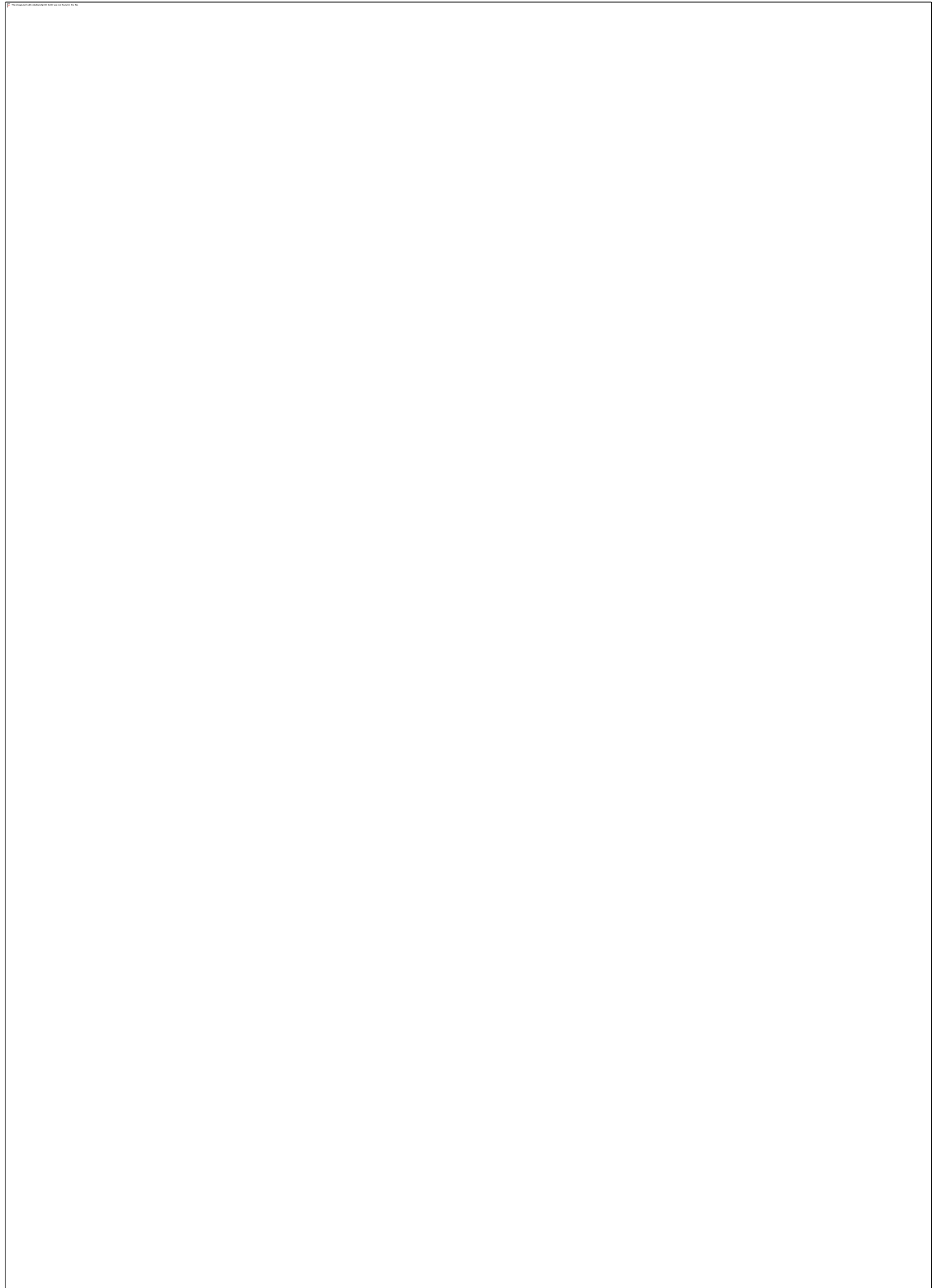
Note: The consignee will ensure timely issue of NMIC, CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.

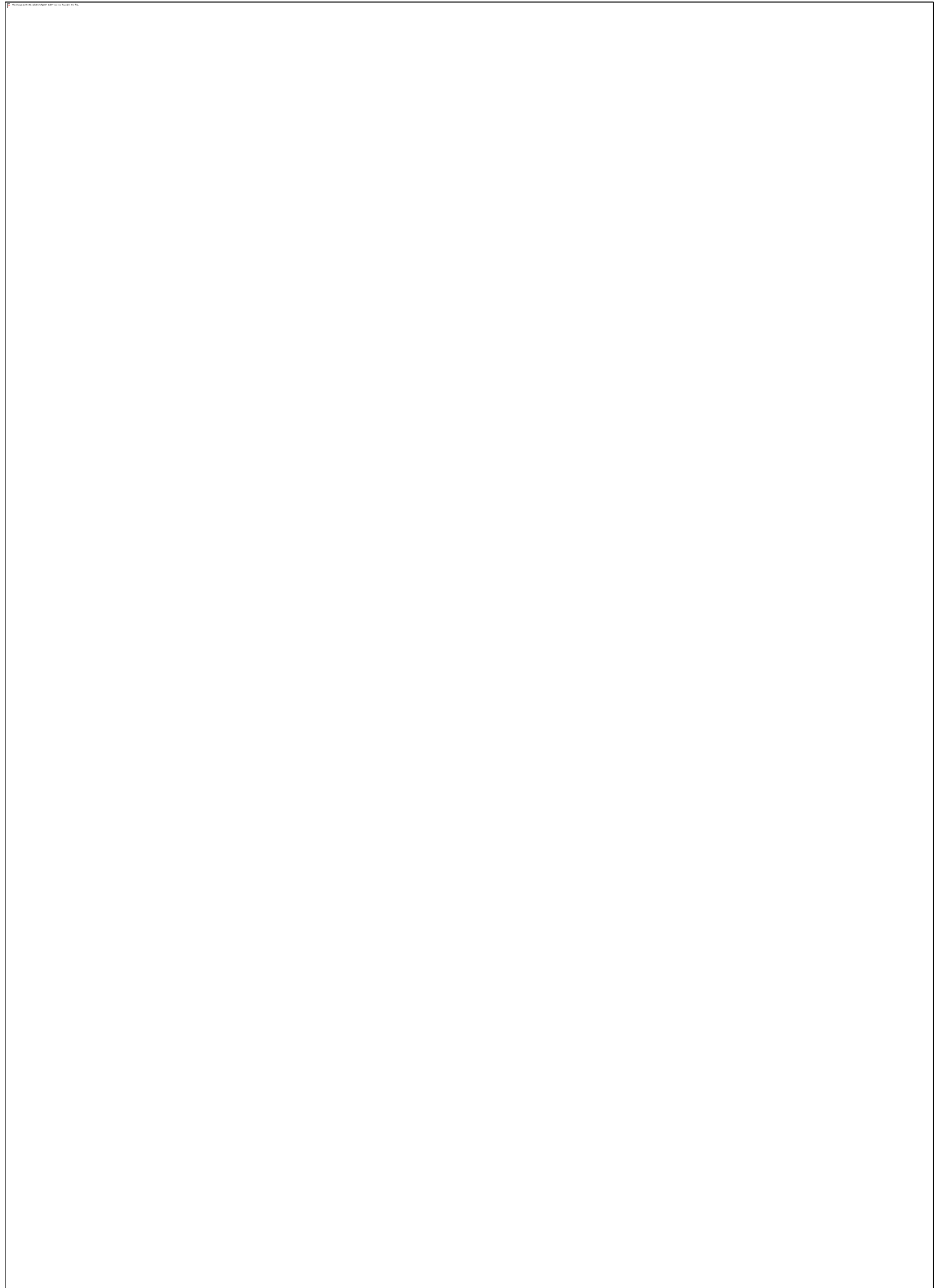
APPENDIX – A

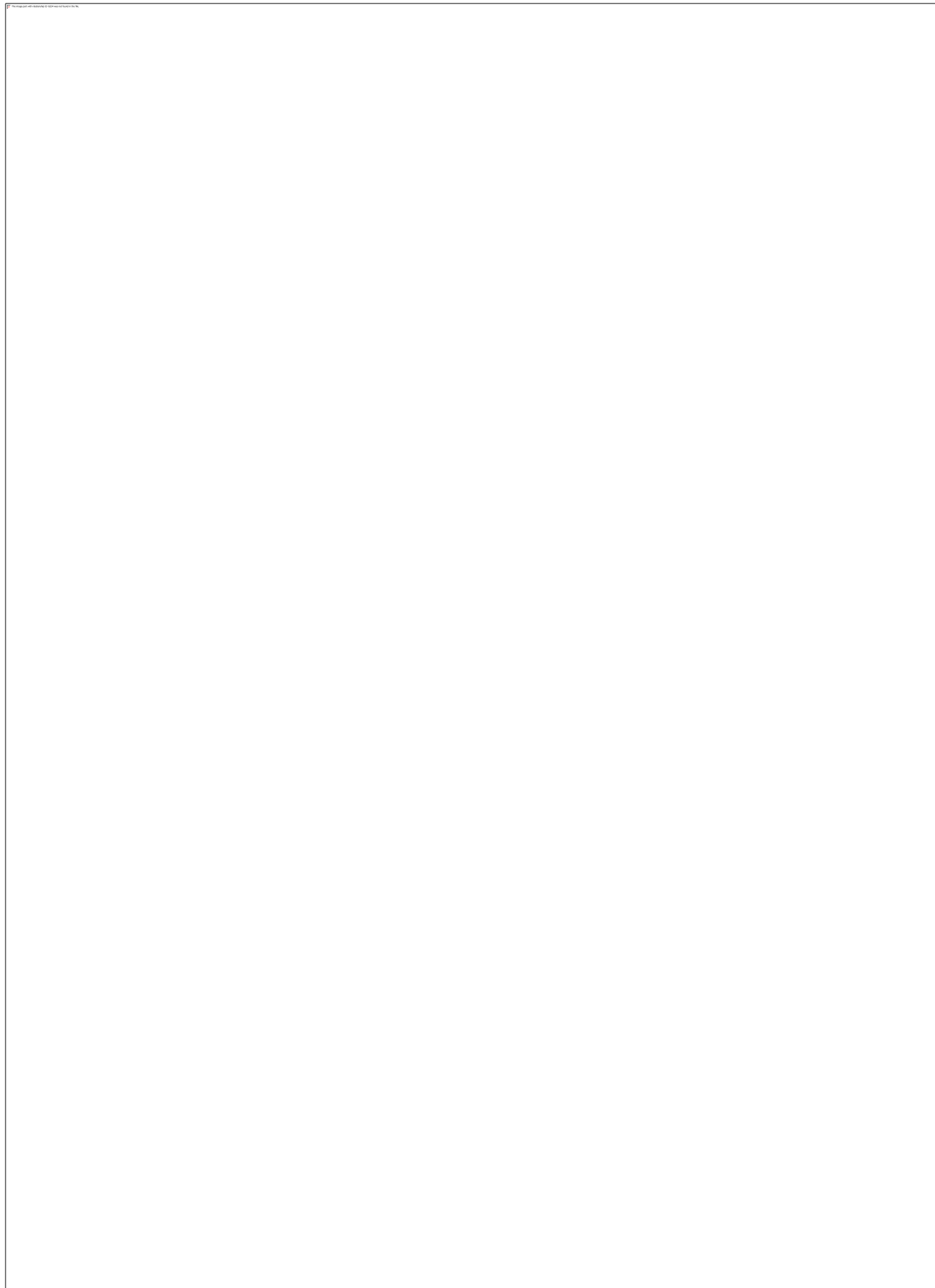


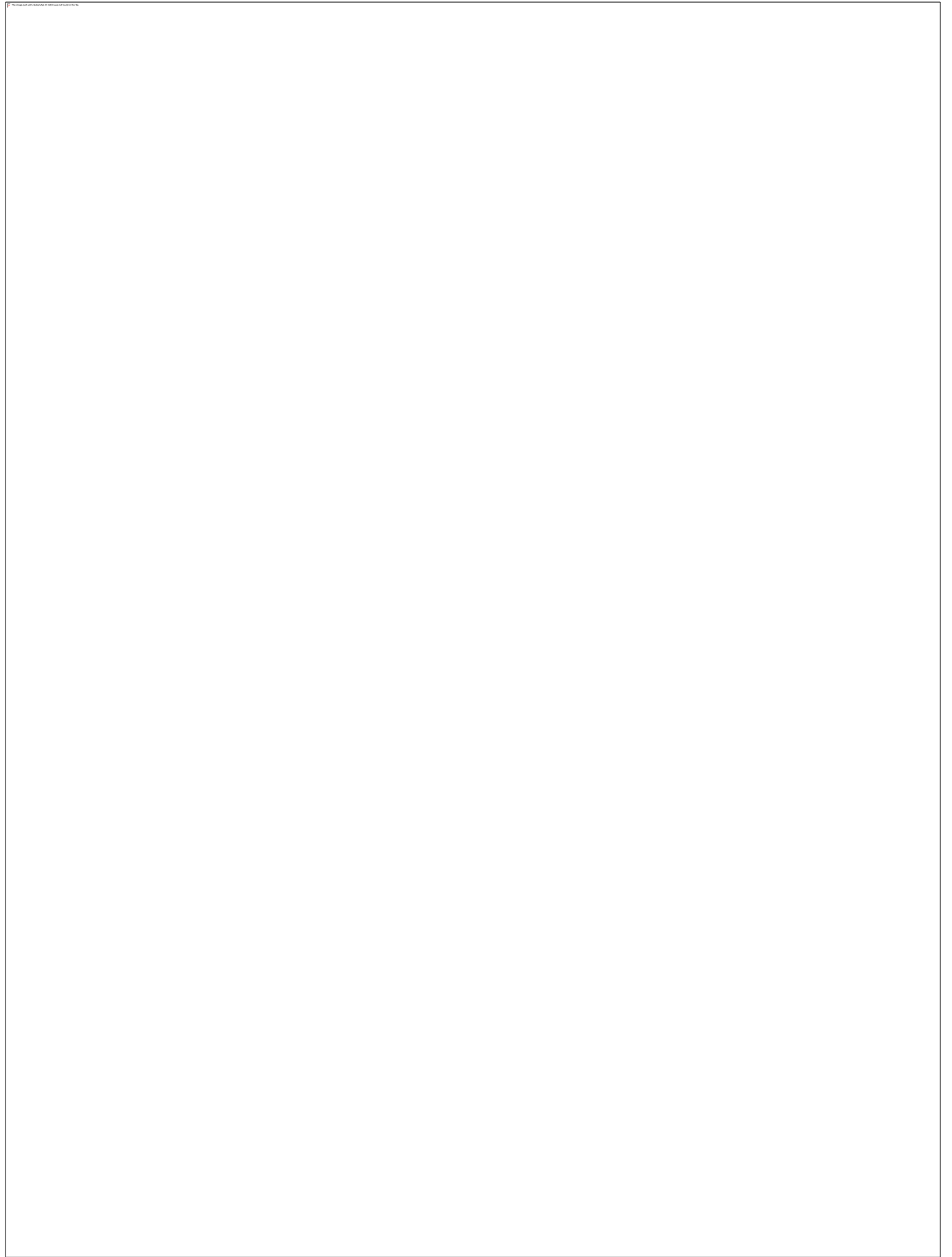


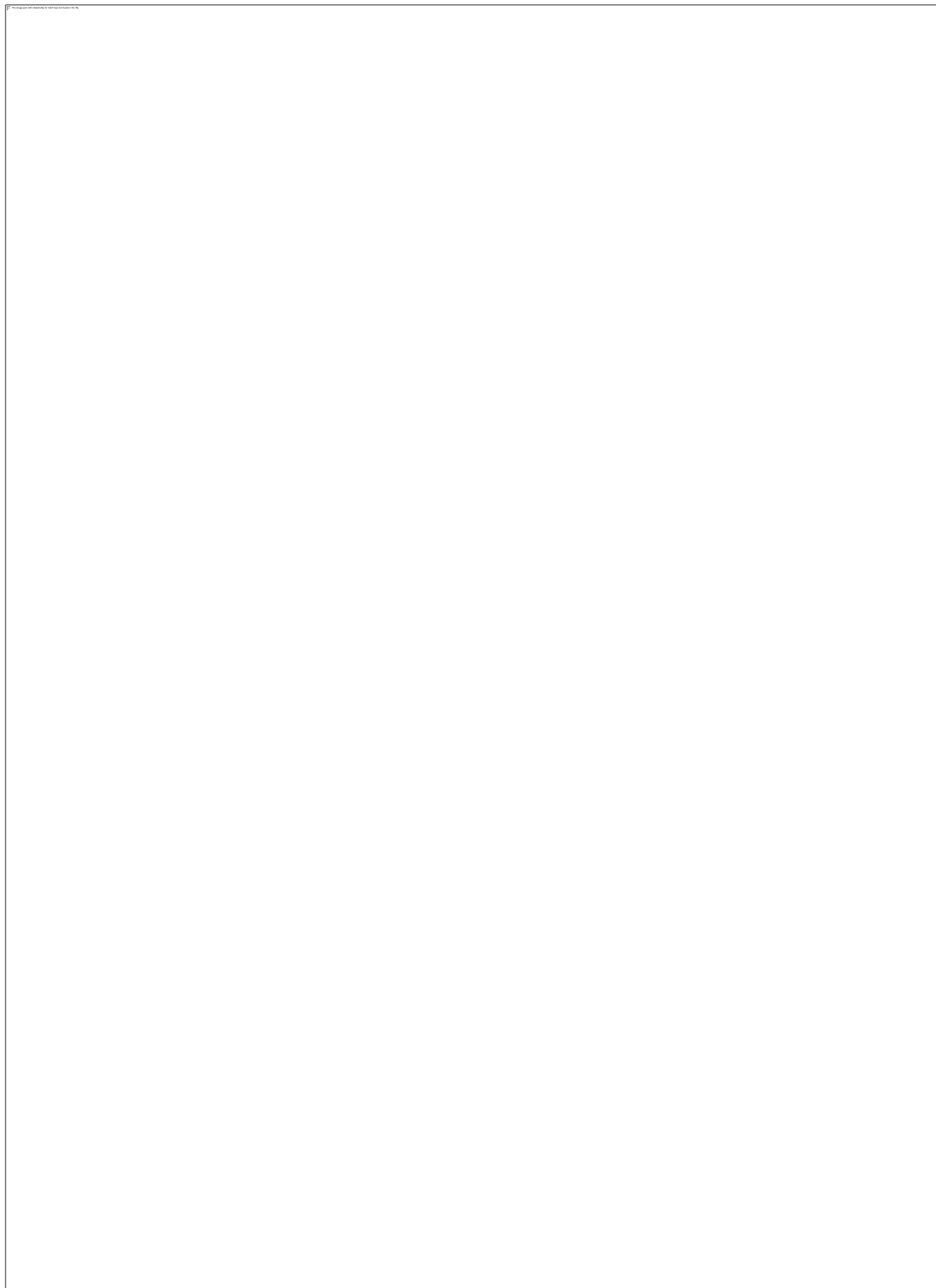


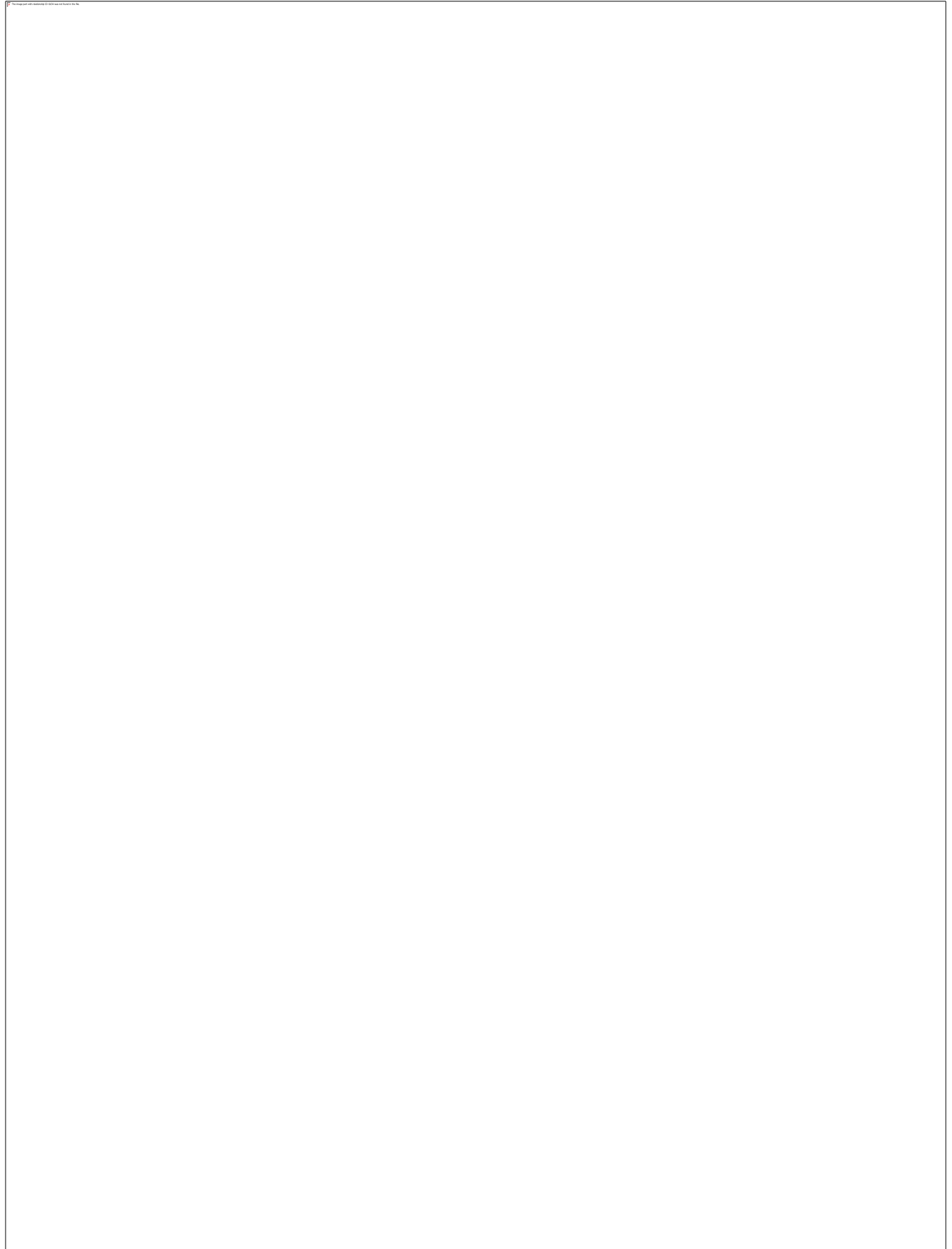


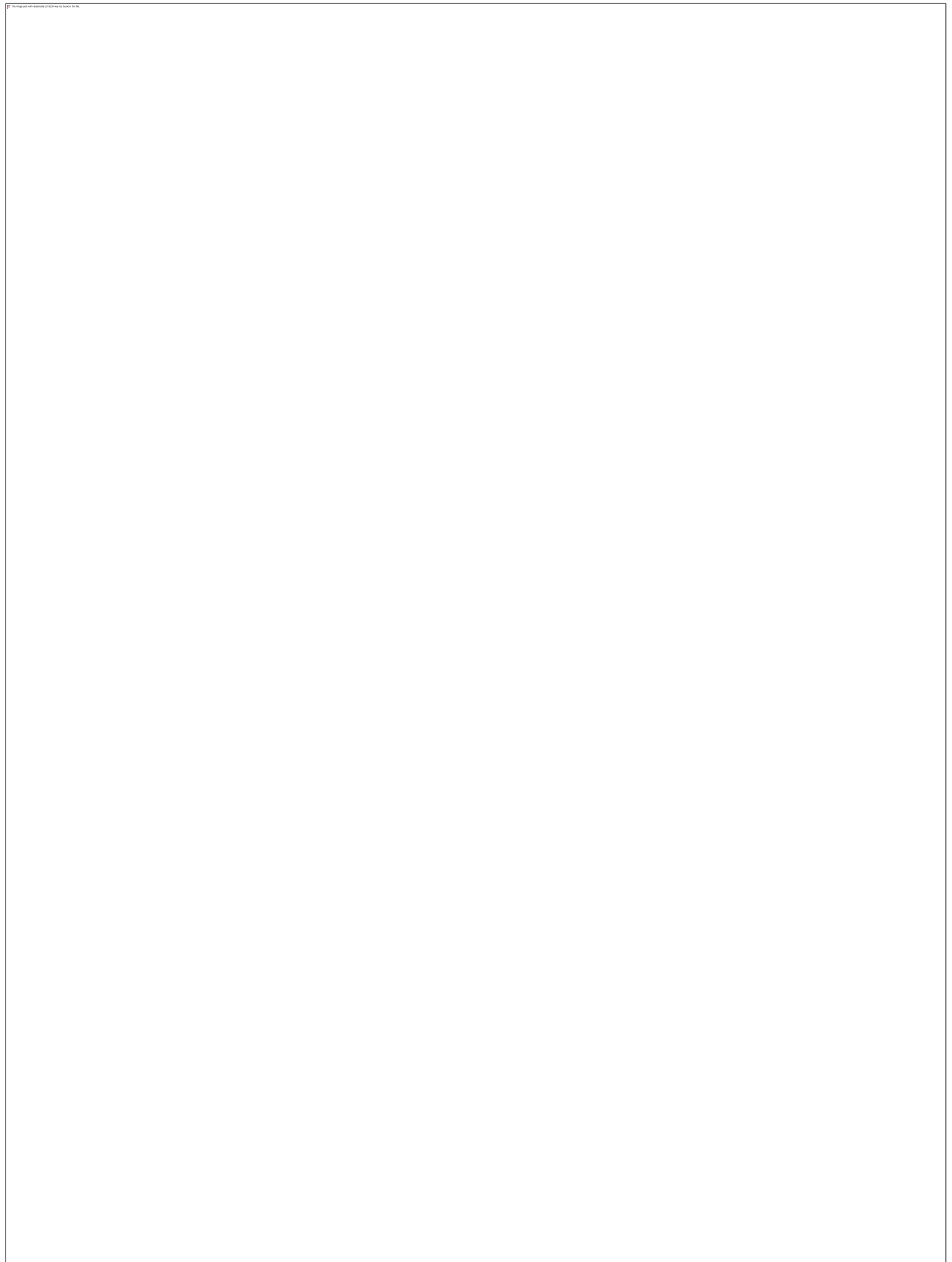


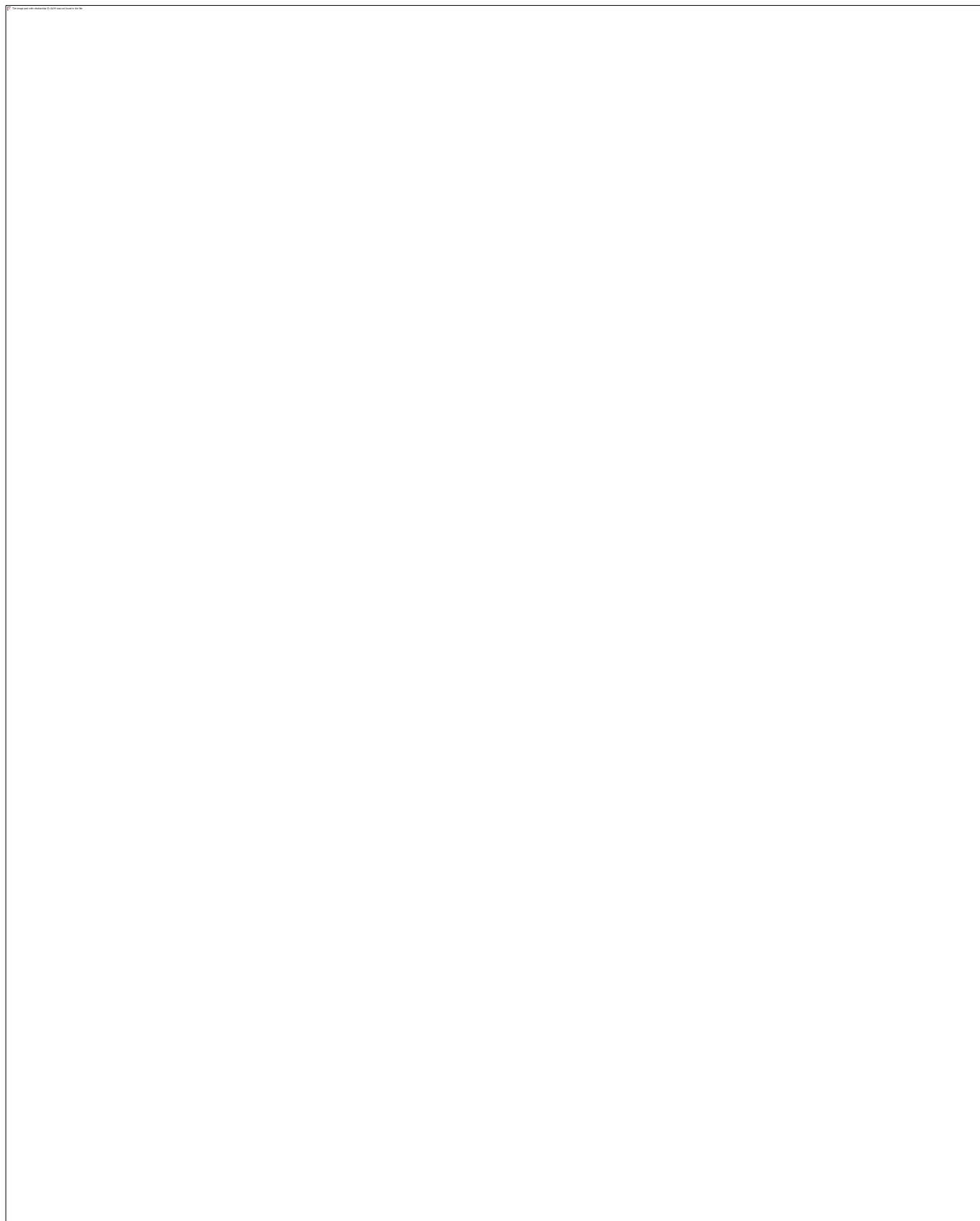


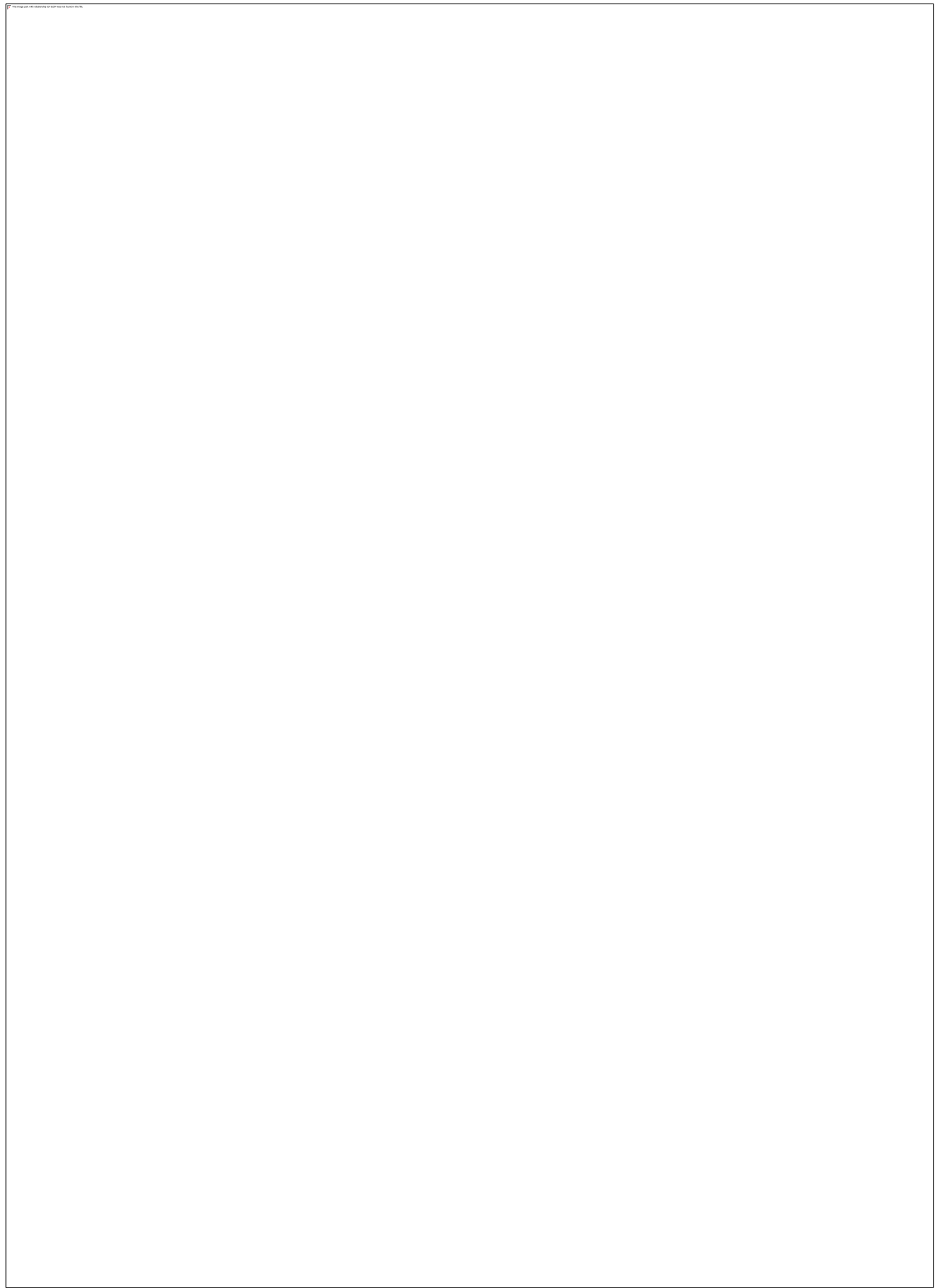


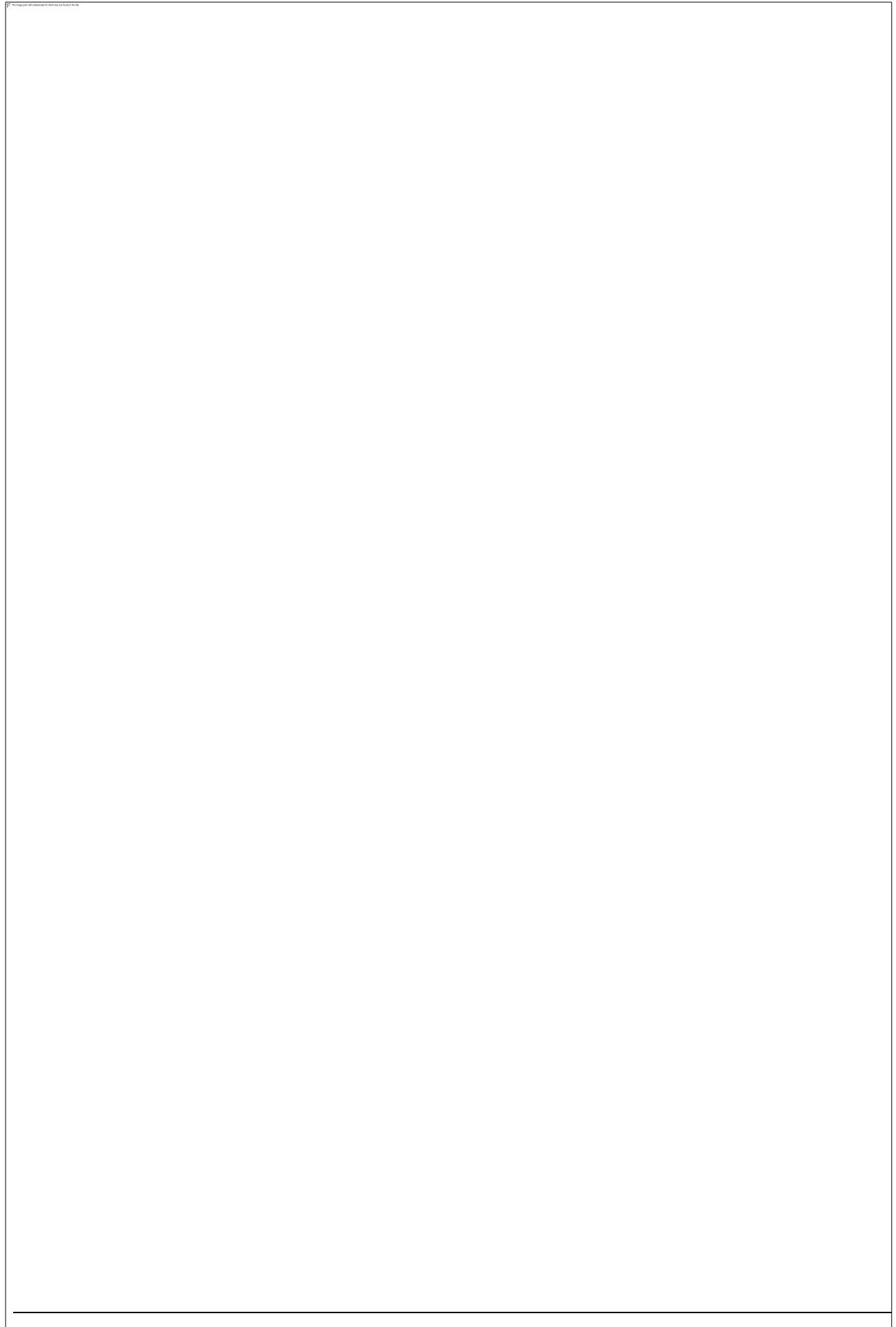














APPENDIX-B

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ___31ST ___ day of the month of _____ 2022 _____

Between

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

And

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

Preamble

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

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

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

NOW, THEREFORE,

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

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with HITES.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

- 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDERS further confirms and declares to HITES that the BIDDERS is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDERS, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDERS while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDERS will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDERS commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDERS or any employee of the BIDDERS or any person acting on behalf of the BIDDERS, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDERS's firm, the same shall be disclosed by the BIDDERS at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.14 The BIDDERS shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDERS will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDERS will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDERS also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDERS will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

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

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

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

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

Clause.5. Consequences of Violation / Breach

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

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

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

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

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

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

- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HITES will be entitled to all or any of the actions mentioned in Para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6.Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HITES has appointed Shri RadhakrishnaKini A, IPS (Retd.)as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri RadhakrishnaKini A, IPS (Retd.) Independent External Monitor (IEM) Office: HLL Infra Tech Services Ltd B-14-A, sector 62, Noida 201307, U.P Tel: 0120 4071500 Email: iem1@hllhites.com

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause.13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL Infra Tech Services Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

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