

International Competitive Bidding (ICB)

INVITATION TO BIDS (ITB)

for the

**Supply, Installation, Testing and Commissioning of Equipment
For TB Laboratories across India**

Country: INDIA

**Name of the Project:- Procurement of Equipment, goods, works
and services and Reagents for GFATM Project
Foundation for Innovative New Diagnostics (FIND)
Contract no. PA/GFATM/001/2013-14 Dt. 25.11.2013**

ITB No.: SAMS - FIND- EQUIPMENT – PROCT - ICB - 03/2014

Issuance Date	24 th February, 2014
Pre-Bid Conference	1430 hours on 10 th March 2014 at Strategic Alliance Management Services Pvt. Ltd. 1/1 B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110025, INDIA
Last Date and Time for receipt of request for clarifications	By 1700 hours on 15 th March,2014 <i>E-mail ID: procurement@samsconsult.com</i>
Last Date, Time and Place for receipt of Bids	1430 hours on 31 st March 2014 at Strategic Alliance Management Services Pvt. Ltd. 1/1 B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110025, INDIA
Date, Time and Place for opening of bids	1500 hours on 31 st March 2014 at Strategic Alliance Management Services Pvt. Ltd. 1/1 B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110025, INDIA
All times shown are as per Indian Standard Time (IST)	

1. SAMS has been engaged by FIND for providing procurement consultancy services for equipment, goods, works and services for use in TB Laboratories across India under GFATM Project.
2. SAMS hereby invites bids from eligible and qualified Bidders for the supply, included installation, testing and commissioning of equipment as per specifications in Section III of the equipment as briefly described above and detailed elsewhere in this document.
3. Bidding will be conducted through the One Envelope **International Competitive Bidding** procedures specified in the SAMS Procurement Manual, and is open to all eligible Bidders as defined in this Invitation to Bid (ITB).
4. Interested eligible Bidders may obtain further information by writing email to procurement@samsconsult.com
5. Qualifications requirements are specified in the ITB.
6. A complete set of Bidding Documents in English may be purchased upon payment of a non refundable fee of INR 5000 or USD 100. on submission of a written application to **Strategic Alliance Management Services Pvt. Ltd. (SAMS), 1/1 B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110025, INDIA** or to the following email address: procurement@samsconsult.com
7. The bid document can also be downloaded from SAMS website i.e www.samsconsult.com on payment of Bid Document fee INR 5000 or USD 100 as per mode prescribed.

The bidders are advised to frequently visit SAMS website i.e. www.samsconsult.com for amendments / addendum / clarifications to the Bid Document, issued subsequently and take the same into consideration while preparing and submitting the bids.

8. The payment can be made by Demand Draft / Cashier's Cheque / Certified Cheque in favour of **Strategic Alliance Management Services Pvt. Ltd. payable at Delhi (India)**. Payment can also be made through RTGS / NEFT / SWIFT as per following details :-

Account Name :- Strategic Alliance Management Services Pvt. Ltd.

Bank's Name :- HDFC Bank Ltd.

**Shop No. AG 1 to AG 8, AG 20 to AG 21, Plot No. 2,
Community Centre, Motia Khan, Pahar Ganj,
New Delhi – 110055, Delhi (India)**

Our A/c No. :- 50200004088464

MICR Code :- 110240070

IFSC/NEFT/RTGS CODE :- HDFC0000457

SWIFT CODE :- HDFCINDEL

9. **SAMS will only evaluate the bids accompanied by the Bid Document Fee, as stated in para 6 to 8, above.**
10. Bids must be delivered as specified in the Instructions to Bidders of this ITB (Please read this part carefully). **Late bids or bids not submitted at the designated address will be summarily rejected.** Bidder's representatives are invited to attend the Bid opening. If you plan to attend, please advise SAMS at least 24 hours in advance of the bid opening by sending an email to procurement@samsconsult.com. Please indicate the bid reference number in the email subject. A bid opening report indicating the total price of each offer is available to all Bidders upon request. As soon as a contract award has been approved by all parties the result will be posted on www.samsconsult.com
11. Please acknowledge receipt of this ITB by returning Form 1 (see Section IV, Bidding Forms) as far in advance of the bid opening date as possible, to email address procurement@samsconsult.com, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for SAMS to improve its effectiveness in future invitations.

ITB for Procurement of Equipment

Summary

Section I. Instructions to Bidders

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.

Section III. Schedule of Requirements

This Section includes the List of Equipment and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the equipment and Related Services to be procured.

Section IV. General Conditions of contract (GCC) for supply of equipment

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section V. Special Conditions of Contract (SCC) for supply of equipment

This Section includes clauses specific to each contract that modify or supplement.

Section VI: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract for equipment / Goods, and the Special Conditions of Contract for equipment / Goods. The forms for Performance Bank Guarantee and Advance Payment Bank Guarantee, when required, shall only be completed by the successful Bidder after contract award.

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

General

1. Scope of Bid

- 1.1 The type of Goods and Related Services to be purchased is: **EQUIPMENT FOR TB LABORATORIES in Hospitals and Medical Colleges of State / Central Govt. as per the Schedule of Requirements.**

2. Source of funds

- 2.1 Foundation for Innovative New Diagnostics (FIND), a not-for-profit Foundation recognized by the Swiss government as an “Other International Organization “ with Headquarters at Geneva and Liaison Office in Delhi, facilitates the development and implementation of diagnostic tools for poverty ridden diseases. FIND is working in the field of new diagnostic techniques in HIV, TB and Sleeping Sickness all over the world and particularly MDR-TB in India.

FIND has received grant from the Global Fund for Aids, TB and Malaria (GFATM) as Sub-Recipient (SR) of Central TB Division (CTD) Principal Recipient (PR) towards the cost of upgrading/ strengthening and maintaining the laboratories to Bio Safety Level 3 (BSL Level 3) for detection of cases affected with MDR-TB as per the schedule agreed to with GFATM and CTD and intends to apply a part of the grant for this service.

FIND has appointed Strategic Alliance Management Services Pvt. Ltd. (SAMS) New Delhi to act as procurement agent for the above activity.

3. Fraud and Corruption

- 3.1 It is SAMS policy to require that Bidders, suppliers, and contractors and their subcontractors under SAMS contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, SAMS:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
 - (ii) extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
 - (iii) fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of SAMS or other participants;
 - (iv) collusion is the agreement between Bidders designed to result in bids at artificial prices that are not competitive.
 - (b) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;

- (c) will declare a vendor ineligible, either indefinitely or for a stated period of time, if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a SAMS contract;
- (d) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a SAMS contract;
- (e) will normally require a vendor to allow SAMS, or any person that SAMS may designate, to inspect or carry out audits of the vendor's accounting records and financial Statements in connection with the contract.

3.2 Any vendor participating in SAMS procurement activities, shall facilitate to SAMS personnel upon first request, all documents, records and other elements needed by SAMS to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from SAMS vendor roster and may lead to suspension following review by SAMS Vendor Review Committee.

3.3 Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the SAMS Internal Audit and Investigations Group (SIAIG) as well as with other investigations authorized by the Managing Director and with the SAMS Ethics Officer (during preliminary reviews in line with SAMS whistle blower policy) as and when required. Such cooperation shall include, but not be limited to, the following access to all employees Representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow SAMS to repudiate and terminate the contract, and to debar and remove the supplier from SAMS list of suppliers.

3.4 Information regarding Bid Protest can be found at:

<http://www.samsconsult.com>

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by SAMS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or
- ii) submit more than one bid in this bidding process, except for alternative offers permitted under Instructions to Bidders Clause 13. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by SAMS/FIND/Central TB Division, MoHFW, GoI, in accordance with Instructions to Bidders Clause 3, at the date of contract award, shall be disqualified. Bidders shall not be eligible to submit a bid when at the time of bid submission:

1. Suppliers already suspended by SAMS/FIND/CTD, MoHFW, GoI or
2. Supplier's name is mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or, 67 Terrorist list issued by the Security Council,
3. Suppliers have been declared ineligible by the World Bank (see <http://www.worldbank.org/debarr>).

4.4 Bids may be submitted under a Joint Venture (JV). In the case of a JV:

- a. The duly filled Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms must be included with the Bid; and
- b. All parties to the JV shall be jointly and severally liable; and
- c. The JV shall nominate a Representative who shall have the authority to conduct all businesses:
 - for and on behalf of any and all the parties of the JV during the bidding process; and
 - in the event the JV is awarded the Contract, during contract execution.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country.

5.2 For purposes of this Clause, the term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of:

- Section I. Instructions to Bidders
- Section II. Bidding Forms
- Section III. Schedule of Requirements
- Section IV. General Conditions of Contract for equipment/Goods (GCC)
- Section V. Special Conditions of Contracts for equipment/Goods (SCC)
- Section VI. Contract Forms

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

6.3 Bidders are cautioned to read the specifications carefully (see Schedule III - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise SAMS, if they disagree.

6.4 The specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact SAMS in writing at procurement@samsconsult.com SAMS will respond in writing to any request for clarification, provided that such request is received no later than sixteen (16) days prior to the deadline for submission of bids. SAMS shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, SAMS may amend the Bidding Documents by issuing amendment.

8.2 Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from SAMS.

8.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, SAMS may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and SAMS, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with Instructions to Bidders Clauses 12, 14, and 15;
- (b) Bid Security in accordance with Instructions to Bidders Clause 21;
- (c) Documentary evidence in accordance with instructions to bidders clause 16 establishing the Bidders eligibility to bid.
- (d) documentary evidence in accordance with Instructions to Bidders Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (e) documentary evidence in accordance with Instructions to Bidders Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (f) Documentary evidence in accordance with Instructions to Bidders Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted.

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form and the Price Schedules using the forms furnished in Section II, Bidding Forms.

13. Alternative Bids

13.1 Alternative Bids will not be accepted. In the event of a supplier submitting more than one Bid, the following shall apply:

- (a) All Bids marked alternative Bids will be rejected and only the base Bid will be evaluated
- (b) All Bids will be rejected if no indication is provided as to which Bids are alternative Bids.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below. Unit prices and total prices shall be quoted as specified in Price Schedule included in Section II, Bidding Forms. Bidders are allowed the option to submit the Bid for any one or more

lots specified in the Schedule of Requirements, see Section III, and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of Goods and Related Services specified under each schedule on a single responsibility basis. Incomplete offers for the quoted schedules will be rejected.

14.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.

14.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account whatsoever. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.

14.4 The Bidder shall also submit the list of the components and spare parts, along with their numbers and unit price, that may be required in the initial period of operation of **two years**.

15. Currencies of Bid

The Bidder shall quote in any of the currencies of INR/ USD/ Euro/ UKP.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with instructions to Bidders Clause 4, Bidders shall:

- a) Complete the Bid Submission Form, included in Section II, Bidding Forms.
- b) Complete Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms, and provide all documents as required in the Form, in the event that the Bid is submitted by a Joint Venture.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with Instructions to Bidders Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section II, Bidding Forms.

18. Documents Establishing the Conformity of the Goods and Related Services

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid **the documentary evidence that the Goods conform to the technical specifications and standards** specified in Section III, Schedule of Requirements.

18.2 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during **10 years** following commencement of the use of the Goods by FIND/its end users/ consignees.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by SAMS in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may

offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to SAMS's satisfaction, that the submissions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to SAMS's satisfaction:

- (a) that a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the **Manufacturer's Authorization** using the form included in Section II, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Country of destination;
- (b) that in case of a Bidder not doing business within the Country of destination, the Bidder is or will be (if awarded the contract) represented by an **Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts - stocking obligations** prescribed in the Conditions for Goods and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Instructions to Bidders, **Sub-section 38.4.**

20. Period of Validity of Bids

20.1 Bids shall remain valid for a period of **120** days after the bid submission deadline date prescribed by SAMS. **A bid valid for a shorter period shall be rejected by SAMS as non responsive.**

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, SAMS may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with Instructions to Bidders Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security

21.1 A Bid Security as part of the Bidder's bid shall be required.

21.2 The Bid Security shall be in original, in favour of Strategic Alliance Management Services Pvt. Ltd. (SAMS) 1/1B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110 025, to the amount as provided in the **Schedule of Requirements**, and denominated in a INR/ USD/ EURO/ UKP, and shall:

- (a) at the Bidder's option, be in the form of either a bank guarantee from a banking institution, as per the form included in Section II, Bidding Forms, or a demand draft, cashier's cheque or irrevocable cheque certified by a banking institution. In the event of Bidders submitting the Bid Security in the form of a cheque or demand draft, such documents shall be accompanied **by a signed statement from the issuing bank on its letterhead indicating the validity period; and confirming irrevocability of the cheque or demand draft during the required validity period.**

- (b) be issued by a reputable institution selected by the Bidder. Reputable banking institutions have to be banks certified by the Central bank of the country to operate as commercial bank;
- (c) be payable promptly upon written demand by SAMS in case the conditions listed in Instructions to Bidders Clause 21.5 are invoked;
- (d) remain valid for a period of 30 **days** beyond the validity period of the bids, as extended, if applicable, in accordance with Instructions to Bidders Clause 20.2;

21.3 Any bid not accompanied by a substantially responsive Bid Security in accordance with Instructions to Bidders Sub-Clause 21.2, shall be rejected by SAMS as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to Instructions to Bidders Clause 44.

21.5 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in Instructions to Bidders Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with Instructions to Bidders Clause 43;
 - (ii) furnish a Performance Security in accordance with Instructions to Bidders Clause 44;
 - (iii) accept the arithmetical correction in accordance with Instructions to Bidders Clause 33.

21.6 The Bid Security of a joint venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section II, Bidding Forms, JV Partner Information Form, Item 4.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in Instructions to Bidders Clause 11 and clearly mark it "ORIGINAL." No copy of the bid is required.

22.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand. Bidders shall have the option of submitting their bids electronically.

(a) Bidders submitting bids by mail or by hand, shall enclose the original of the Bid in a sealed envelope, which shall:

- bear the name and address of the Bidder as well as the ITB reference number;
- be addressed to SAMS in accordance with Instructions to Bidders Sub-Clause 24.1;
- Bear a warning "Not to be opened by registry"
- if the envelope is not sealed and marked as required, SAMS will assume no responsibility for the misplacement or premature opening of the bid.

(b) Apart from the Bid Security which shall be submitted in original (unless not required in accordance with Instructions to Bidders Clause 21.1), Bidder's bid may be submitted electronically. A bid sent by email or fax may only be sent to the secure bid email address procurement@samsconsult.com and must indicate the ITB reference number in the subject. Bids sent or copied to any other email address or fax number will be declared invalid. Bids sent via the correct route after having been sent incorrectly will be declared invalid. Size of individual e-mails, including e-mail text and attachments, must not exceed 8 MB. An auto reply message acknowledging receipt of email will be sent to Bidders submitting their bid by email. In order to avoid last minute line congestion, please note the following:

- Send your Bid as early as possible before the deadline;
- Send only the duly completed Bidding Documents to the secure email address (or secure bid fax). Do not send other large documents by email or fax such as commercial brochures as these documents should accompany the original hard copy of your Bid, which must be received within five (5) business days from the Bid Receipt deadline;
- If the size of the email is likely to exceed 8 MB, please send the required Bidding Documents via multiple emails and indicate the email number (email 1, email 2, etc.) in the subject field of each email;
- **SAMS takes no responsibility for effective delivery of the electronic document and bidders are encouraged to prefer the submission by courier or by hand.**

24. Deadline for Submission of Bids

24.1 Bids must be received by Strategic Alliance Management Services Pvt. Ltd. (SAMS) 1/1B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110 025 and no later than **1430 hrs (Indian Standard Time) on 31st March, 2014.**

24.2 SAMS may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Instructions to Bidders Clause 8, in which case all rights and obligations of SAMS and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 SAMS shall not consider any bid that arrives after the deadline for submission of bids, in accordance with Instructions to Bidders Clause 24, Any Bid received by SAMS after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder (or Bidders will be notified if the bid has been submitted electronically).

26. Withdrawal, Substitution, and Modification of Bids

26.1 Prior to the deadline prescribed for submission of bids, a Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice.

26.2 Bids requested to be withdrawn in accordance with Instructions to Bidders Sub-Clause 26.1 shall be shredded if there is no requirement for Bid Security or shall be returned unopened to the Bidders if a Bid Security is required.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 SAMS shall conduct the bid opening in public at the following address, date and time.

Strategic Alliance Management Services Pvt. Ltd. (SAMS)

1/1B, Choudhary Hetram House, Bharat Nagar,
New Friends Colony, New Delhi 110 025

Date: 31st March, 2014 Time: 1500 hrs (Indian Standard Time)

Bids received electronically by the required deadline will be printed and a copy of the Bids will be put in a sealed envelope that will be opened at the time and date specified in Instructions to Bidders, Sub Clause 24.1. If multiple Bids are sent by a same Bidder, only the last received Bid will be opened.

27.2 Envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Prices; and any other details as SAMS may consider appropriate. No Bid shall be rejected at Bid opening except for late bids, in accordance with Instructions to Bidders Sub-Clause 25.1.

27.3 SAMS shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and the Bid.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Bidder to influence SAMS in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

Notwithstanding Instructions to Bidders Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, **if any Bidder wishes to contact SAMS on any matter related to the bidding process, it should do so only in writing.**

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, SAMS may, at its discretion, ask any Bidder for a clarification of its Bid. SAMS request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

30. Responsiveness of Bids

30.1 SAMS's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, SAMS's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

SAMS considers material deviation to include but not to be limited to the following situations:

(d) During preliminary examination of bids (verification of formal criteria):

- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount, or validity period.
- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature of key portions of the bid form.
- The Bidder does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.

- Non historical documents required in the ITB, i.e. document specifically related to the tender and one that the Bidder could not be expected to possess before the ITB was issued, have not been provided.

(e) During technical evaluation of bids and qualification of Bidders:

- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.
- Bidders do not meet the minimum post-qualification requirements.

(f) During financial evaluation of bids:

- The Bidder does not accept the required price correction as per ITB conditions.
- The Bidder offers less quantity than what is required.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by SAMS and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, SAMS:

- may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- shall correct arithmetical errors on the following basis:
 - If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of SAMS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

32. Preliminary Examination of Bids

32.1 SAMS shall examine the bids to confirm that all documents and technical documentation in instructions to Bidders Clause 11 have been provided, and to determine the completeness of each document submitted.

33. Examination of Terms and Conditions and Technical Evaluation

33.1 SAMS shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCC, Section IV, and in the Schedule of Requirements, Section III.

33.2 If, after the examination of the terms and conditions and the technical evaluation, SAMS determines that the Bid is not substantially responsive in accordance with Instructions to Bidders Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, SAMS shall convert all bid prices expressed in amounts in USD/ EURO/ UKP into an amount in INR, using The Economic Times selling rates on the day of opening of the bids.

35. Domestic Preference

35.1 Domestic preference shall not be a factor in bid evaluation.

36. Evaluation of Bids

36.1 SAMS shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, SAMS shall consider the following:

- (a) evaluation will be done separately for each schedule;
- (b) price adjustment for correction of arithmetic errors in accordance with Instructions to Bidders Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with Instructions to Bidders Sub-Clause 14.4;
- (d) net present Value (NPV) of cost of Comprehensive Annual Maintenance (CMC) charges for 4 (four) years after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discount rate of 10 (ten) % per year;
- (e) the availability in India of spare parts and after-sales services for the equipment offered in the bid;

36.3 SAMS evaluation of a bid will exclude and not take into account:

- (a) Customs duties and other import taxes , Excise Duty, which will be payable on the Goods if the contract is awarded to the Bidder;
- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

37. Comparison of Bids

37.1 SAMS shall compare all substantially responsive bids to determine the lowest priced compliant offer, in accordance with Instructions to Bidders Clause 36.

37.2 Bid comparison will be made on the total CIP cost, delivered to final destination.

38. Post-qualification of the Bidder

38.1 SAMS shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Instructions to Bidder Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event SAMS shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38.4 After determining the lowest priced substantially compliant offer in accordance with Instructions to Bidders Sub-Clause 37.1, SAMS shall carry out the post-qualification of the Bidder in accordance with Instructions to Bidders Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. When the Bidder is not the manufacturer of the Goods, the Bidder shall be duly authorized by the manufacturer of the Goods who meets the criteria below and all supporting documents/information as asked below for the Bidder shall also be submitted for the manufacturer with the Bid:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- The Bidders who are manufacturers should have annual sales turnover of minimum 3 times the value as quoted against each schedule, in any one of the last five years to qualify for a particular schedule. The above criteria will be cumulative for the purpose of evaluating multiple schedules.
- For non manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder should have annual sales turnover of minimum the value as quoted against each lot, in any one of the last five years to qualify for a particular lot. The above criteria will be cumulative for the purpose of evaluating multiple lots.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- The manufacturer whose products are offered by the Bidder must have

manufactured and supplied the specific Goods to the extent of at least 80% of the quantity indicated against each schedule under “Section V, Schedule of Requirements” in any one of the last three calendar years. There should not be any adverse report regarding the supplies for at least five years preceding the date of bid opening.

- For non manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder, as authorized by the manufacturer, has supplied and provided after sales services to the extent of at least 50% of the quantities indicated against each schedule specified in the Schedule of Requirements in any one of the last three (3) years. The Goods must be in satisfactory operation.
- The offered equipment must be from manufacturers adhering to the ISO 9001. Bidders must include in their offer copies of the ISO certificate and copies of relevant product standard as required by the technical specifications. The certificate must be valid and established by an internationally recognized inspection company. Quality certification systems equivalent to ISO 9001 will be considered.
- Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the Goods supplied by the Bidder.
- Bidders shall furnish data to support that they have the production capacity to perform the Contract and complete delivery of the supplies within the stipulated delivery period.
- Bidder should be in continuous business of manufacturing / supplying the specific product as specified in the ‘Schedule of requirement’ during the last 2 (two) years and similar products during the last 5 (five) years prior to bid opening.
- Details of experience and past performance of the Bidder on product offered and on those of similar nature within the past 5 (five) years and details of current contracts in hand and other commitments (suggested form given in Section II, Bidding Forms, Form 10: Performance Statement Form.
- Brief write-up, backed with adequate data explaining the Bidder’s available capacity and experience (both technical and commercial) for the manufacture and supply of the required Goods within the specified time of completion after the meeting of all of the Bidder’s current commitments.
- Confirmation that all the facilities exist in the Bidder’s factory for inspection and testing and these will be made available to SAMS or his representative for inspection.

(c) Additional Requirements:

- Certification of incorporation of the Bidder and Manufacturer. Legal status, place of registration and principal place of business of the company or firm or partnership, etc
- Written confirmation from the Bidder that the Bidder is not debarred by FIND/Global Fund/ World Bank group/MoHFW, Govt. of India.
- Detailed description of the Goods essential technical and performance characteristics.

- For non-manufacturer Bidders only (this excludes agents quoting in the name of a manufacturer): Legally enforceable authorization from the manufacturer in the prescribed Form (see Section II, Form 9) assuring full guarantee and warranty obligations as per the General Conditions for Goods.
- Proper authorization from the manufacturer for Bids from Agents.
- The past performance of the Bidder shall be taken into account for evaluation. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last 5 (Five) years (see Schedule IV, Bidding Forms, Form 11). Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls etc.) may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's Bid.

38.5 Notwithstanding anything stated above, SAMS reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

38.6 Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures etc.

39. SAMS Right to Accept Any Bid, and to reject Any or All Bids.

39.1 SAMS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

- 40.1** In the event of a Contract award, SAMS shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40.2** Prior to contract award, the successful Bidder(s) will be requested to organize demonstration of the equipment for its efficient operation and performance before SAMS or its authorized team. In case, the equipment does not perform satisfactorily, the bid would be deemed to be non-responsive and SAMS reserves a right to move to next successful and responsive bidder.
- 40.3** Before the award of Contract, SAMS may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the Contract as per the terms and conditions specified in the ITB.

41 SAMS Right to Vary Quantities at Time of Award

- 41.1** At the time the Contract is awarded, SAMS reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section III, Schedule of Requirements, provided this does not exceed 20%, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Publication of Contract Award

- 42.1** SAMS shall publish in SAMS website <http://www.samsconsult.com> the following information: the ITB Reference Number, the Description of the Goods / Services procured, the Beneficiary Country, The Supplier Name and Country, the Contract Value and the Issue Date of the Contract. After publication of the award, unsuccessful Bidders may request in writing to SAMS for a debriefing seeking explanations on the grounds on which their bids were not selected. SAMS shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award request a debriefing.
- 42.2** Upon the successful Bidder's of the furnishing of the signed Contract Form and performance security pursuant to Instructions to Bidders Clause 44, SAMS will promptly notify and will discharge the Bid Security of each unsuccessful Bidder, pursuant to Instructions to Bidders Clause 21.4.

43. Signing of Contract

- 43.1** Prior to the expiration of the period of bid validity, SAMS shall send the successful Bidder the Contract and the Special Conditions for Goods.
- 43.2** Within 14 (fourteen)] days of receipt of the Contract, the successful Bidder shall sign, date, and return it to SAMS.

44. Performance Security

44.1 Within 14 (fourteen)] days of receipt of the Contract from SAMS, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Bank Guarantee Form included in Section VI, Contract forms, or another Form acceptable to SAMS. SAMS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event SAMS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SAMS to be qualified to perform the Contract satisfactorily.

Section II. Bidding Forms

Table of Forms

1. Bid / No Bid Confirmation Form
2. Check-List Form
3. Bidder Information Form
4. Joint Venture Partner Information Form
5. Bid Submission Form
6. Price Schedule Form
7. Technical Specification Form
8. Bid Security (Bank Guarantee) Form
9. Manufacturer's Authorization Form
10. Performance Statement Form
11. No Adverse Action Confirmation Form

1. Bid / No Bid Confirmation Form

[Complete this page and return it prior to bid opening if you do not intend to bid]

To: Strategic Alliance Management Services Pvt.
Ltd.

1/1B, Choudhary Hetram House, Bharat Nagar,
New Friends Colony, New Delhi – 110025

From: _____

Date:

Ph/email: +91-11-23557517
procurement@samsconsult.com

Subject : ITB No.: SAMS - FIND- EQUIPMENT – PROCT - ICB - 03/2014

YES, we intend to submit an offer.

NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s) listed below:

- The requested products are not within our range of supply
- We are unable to submit a competitive offer for the requested products at the moment
- The requested products are not available at the moment
- We cannot meet the requested specifications
- We cannot offer the requested type of packing
- We can only offer FCA prices
- The information provided for quotation purposes is insufficient
- Your ITB is too complicated
- Insufficient time is allowed to prepare a quotation
- We cannot meet the delivery requirements
- We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- We do not export
- Our production capacity is currently full
- We are closed during the holiday season
- We had to give priority to other client's requests
- We do not sell directly but through distributors
- We have no after-sales service available
- The person handling the bids is away from the office
- Others (please specify)
- We would like to receive future ITBs for this type of goods
- We don't want to receive ITBs for this type of goods

If SAMS has questions to the bidder concerning this NO BID, SAMS should contact Mr./Ms. _____, phone/email _____, who will be able to assist.

Signature

Name of authorized Signatory

Seal

2. Check-List Form

[Please fill in and include with your Bid]

[The list of activities below must reflect what is required as per the Instructions to Bidders, and Sections III and IV. Delete this comment once the list of activities has been completed]

Activity	Yes/No/NA	Page No in your Bid	Remark
Have you duly completed as all the Bidding forms provided in section II; i.e.:			
- Bid / No bid Confirmation			
- Bidder Information			
- Joint Venture Partner and associated documents as per Instructions to Bidders Sub Clause 4.4			
- Bid Submission Form			
- Price Schedule			
- Technical Specification Compliance Confirmation (Comparative Data Table)			
- Bid Security (in the correct form and indicating the correct amount and correct validity period)			
- Manufacturer' Authorization			
- Performance Statement			
- No Adverse Action Confirmation Form			
Have you provided the information as per Instructions to Bidders Clauses:			
- 18 Documents establishing the conformity of the Goods and Related Services.			
- 38: Post-qualification of the Bidder			
- Financial capability related documents			
- Experience and technical capacity related documents			
- Additional requirements			

3. Bidder Information Form

1. Expertise of Organization:

Please fill in

Organization structure (e.g. service provider, wholesaler, trader, manufacturer)	
Year of company experience	
Areas of expertise of organization	
Current Licenses if any, and Permits (with dates, numbers and expiration dates)	
Production Capacity	

2. Quality Assurance Certification:

International Quality Management System (QMS) including Good Manufacturing Practices	
List of CE and ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory	

3. Expertise of Staff

Total number of staff	
Number of staff involved in similar supply contracts	

4. Client Reference List:

Please provide reference such as client details, Commercial bank details, etc.

Name of Company:	Contact person:	Telephone:	E-mail:

5. Contact details of persons that SAMS may contact for requests for clarification during bid evaluation:

Name/ Surname	
Tel Number (direct)	
Email address (direct):	

PS: This person must be available during the next two weeks following receipt of bid

4. Joint Venture Partner Information Form

[The Bidder shall fill in this form in accordance with the instructions indicated below]

Date: [insert date (as day, month and year) of Bid Submission]

ITB No.: [insert number of bidding process]

Page _____ of _____ pages

1. Bidder's Legal Name: [insert Bidder's legal name]
2. JV's Party legal name:[insert JV's Party legal name]
3. JV's party Country of Registration: [insert JV's Party country of registration]
4. JV's party Year of Registration: [insert JV's Part year of registration]
5. JV's party Legal Address in country of Registration: [insert JV's Party legal address in country of registration]
6. JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's party authorized representative] Email Address:[insert email address of JV's Party authorized representative]
7. Attached are copies of original documents of : [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above in accordance with Instructions to Bidders Sub-Clauses 4.1 and 4.2 <input type="checkbox"/> JV Agreement or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties.

5. Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]* ITB No.: *[insert number of bidding process]* Invitation to Bid No.: **ITB No.: SAMS -FIND- EQUIPMENT - PROCT-ICB - 03/2014**

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Amendment No.: _____ *[insert the number and issuing date of each Amendment]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in Instructions to Bidders Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with Instructions to Bidders Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with Instructions to Bidders Clause 44 and GCC Clause 12 for the due performance of the Contract;

- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries_____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared ineligible by SAMS, in accordance with Instructions to Bidders Sub – Clause 4.3;
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:_____ *[insert signature of person whose name and capacity are shown]* In the capacity of _____*[insert legal capacity of person signing the Bid Submission Form]*

Name:_____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of:_____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

6. Price Schedule Form

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by SAMS in the Schedule of Requirements.]

BIDDER'S PRICES FOR GOODS* (Price & Currency to be entered by Bidder):						
Schedule No. (a)	DESCRIPTION (b)	QTY. (c)	Currency :			
			UNIT PRICE CIP* FINAL Destination (d)	TOTAL PRICE CIP* FINAL Place of Destination (e) = (c) x (d)	Taxes** (to be indicated separately and not to be included unit / total price) (f)	Duties** (to be indicated separately and not to be included unit / total price) (g)
I	Biosafety cabinet Class II A2 with UPS as per specification	58				
II	Bacteriologic Incubator	28				
III	Refrigerated centrifuge with UPS as per specification	21				
IV	Inspissator	22				
V	Autoclaves: Horizontal	33				
VI	Autoclaves: Vertical	35				
<p>* All goods shall be duly insured up to the final destination and further storage insurance for a minimum period of 21 days at final destination for the verification & installation of goods received. ** Nature and amount of each tax or duty component should be clearly specified.</p>						

Schedule No.	DESCRIPTION OF THE SERVICES	COUNTRY OF ORIGIN	PRICE (a)	Service Tax (b)	TOTAL PRICE PER SERVICE (a) + (b)
1	Installation				
	CMC*** for year 1 Beyond warranty period				
	CMC*** for year 2 upto 5 years Beyond warranty period				
2..... upto 10	CMC*** for year 1				
	CMC*** for year 2 upto 5 years Beyond warranty period				
				
				
<p>***CMC price shall be quoted separately for each year after warranty; (Refer Section III : Schedule of Requirement : 3. TECHNICAL SPECIFICATIONS).</p>					

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY SAMS WITHIN THE REQUIRED BID VALIDITY PERIOD THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE.

<p>Exact Name And Address Of Company</p> <p>COMPANY NAME _____</p> <p>ADDRESS _____</p> <p>PHONE NO _____ FAX NO. _____</p> <p>EMAIL ADDRESS OF CONTACT PERSON _____</p> <p>OTHER EMAIL ADDRESS _____</p>	<p>AUTHORIZED SIGNATURE _____ DATE _____</p> <p>NAME OF AUTHORIZED SIGNATORY(TYPE OR PRINT _____)</p> <p>FUNCTIONAL TITLE OF SIGNATORY _____</p> <p>WEB SITE _____</p>
---	--

7. Technical Specification Form

(Comparative Data Table)

Bidders must complete the right column of the Comparative Data table and the compliance confirmation statement as included in Section III, Schedule of Requirements; Technical Specifications.

8. Bid Security (Bank Guarantee) Form

[Insert: No Bid Security is requested or The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing branch or Office]

Beneficiary: _____ *[Name and Address of SAMS]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation to Bid No.

[ITB number] ("the ITB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee. At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by SAMS during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) 30 days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

9. Manufacturer's Authorization Form

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the Instructions to Bidders.

Date: *[insert date (as day, month and year) of Bid Submission]*
ITB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of SAMS]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's Factories]* do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 13 of the General Conditions for Goods, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

10. Performance Statement Form

(for the period of the last five years)

Bid no: _____ Date of Opening: _____

Name of the Firm _____

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per contract	Actual		

Signature and seal of the Bidder

Countersigned by and seal of Chartered Accountant -----

To be attached : Documentary evidence (Client's certificate) in support of satisfactory completion of above orders.

11. No Adverse Action Confirmation Form

This is to certify that *[delete unwanted option]*:

- a. No adverse action has been taken against the Bidder *[insert Bidder's name]* and the manufacturer's name] whose products are being offered by the *Bidder against this Invitation to Bid, in the last 5 (Five) years.*
- b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder *[insert Bidder's name]* and the manufacturers *[insert manufacturer's name]* whose products are being offered by the Bidder, in the last 5 (Five) years. Such *adverse actions included:*

(indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.)

Signature_____

Name_____

Designation with stamp_____

Date_____

Section III. Schedule of Requirements

Contents

- 1. List of Goods and Consignee-wise Distribution**
- 2. List of Related Services and Delivery & Completion Schedule**
- 3. Technical Specifications**
- 4. Drawings**
- 5. Inspections and Tests**

1. List of Goods and Consignee-wise Distribution

LIST OF GOODS

SI No.	Schedule Nos.	Description of Equipment	Quantity	Unit	Estimated bid Security in INR	Estimated bid Security in USD
1	I	Biosafety cabinet Class II A2 with UPS as per specification	58	Sets	550000	9500
2	II	Bacteriologic Incubator	28	Number	350000	6000
3	III	Refrigerated centrifuge with UPS as per specification	21	Sets	180000	3000
4	IV	Inspissator	22	Number	200000	3500
5	V	Autoclaves: Horizontal	33	Number	700000	11000
6	VI	Autoclaves: Vertical	35	Number	700000	11000

Section III Schedule of Requirement
Consignee Distribution List

Sl. No.	Schedules	Schedule I	Schedule II	Schedule III	Schedule IV	Schedule V	Schedule VI
	Description of Equipment/ Lab	Biosafety cabinet Class II A2 with UPS as per specification	Bacteriologic Incubator	Refrigerated centrifuge with UPS as per specification	Inspissator	Autoclaves: Horizontal	Autoclaves: Vertical
1	Ahmedabad	3	-	-	-	-	-
2	Jamnagar	-	-	-	-	1	1
3	Vizag	-	-	-	1	-	1
4	Hyderabad	-	-	-	-	1	2
5	JJ Hospital, Mumbai	-	-	-	-	-	2
6	Nagpur	2	2	-	1	1	1
7	Pune	3	-	-	-	1	1
8	SMS Jaipur	2	2	-	-	1	-
9	Ajmer	-	-	-	-	1	2
10	AIIMS, New Delhi	-	-	-	1	1	-
11	NDTB Centre, Delhi	-	-	-	1	-	1
12	Kolkata	1	-	1	-	-	1
13	Ranchi	-	-	1	1	1	1
14	Lucknow	1	1	1	-	1	-
15	Raipur	2	-	-	1	1	2
16	Cuttack	2	-	-	-	1	1
17	Guwahati	-	-	-	-	-	2
18	Puducherry	1	-	-	1	-	1
19	Indore	-	-	-	-	1	1
20	IRL Agra	3	-	1	-	1	1
21	NRL LRS, New Delhi	1	1	-	1	-	-
22	IRL ITM Chennai	1	-	-	1	1	1
23	Patna	-	-	-	-	1	1
24	Dehradun	-	1	1	1	1	-
25	Hubli	2	1	-	-	1	-
26	Karnal	1	1	-	-	2	-
27	NRL BMHRC, Bhopal	2	1	1	-	1	2

28	PGI Chandigarh	-	1	-	-	-	-
29	Dharampur	-	2	-	-	1	-
30	GMC Aurangabad	2	1	1	-	1	1
31	Bhagalpur	3	2	2	2	1	1
32	Patiala	-	1	-	1	1	-
33	Jodhpur	4	-	1	-	1	1
34	NBMCH Siliguri	-	-	1	-	1	1
35	NRL NIRT Chennai	2	-	-	-	-	-
36	IMS BHU Varanasi	5	1	-	-	2	1
37	Srinagar	-	-	1	-	-	-
38	RMRI Bhubaneshwar	3	2	2	2	1	1
39	Aligarh MU	3	2	1	1	1	1
40	Madurai, TN	3	2	2	2	1	1
41	Gwalior, MP	3	2	2	2	1	1
42	Raichur, Karnataka	3	2	2	2	1	1
Total Quantity		58	28	21	22	33	35

CONSIGNEE ADDRESS

Detailed Consignee address and contact details for all labs will be shared while issuing PO / contract.

2. List of Related Services and Delivery & Completion Schedule

List of Related Services:

i) Incidental Services

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of the assembly, installation and/or start-up of the supplied equipment
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipment at the time of delivery
- (d) After sales service centre should be available at/near to the location of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly maximum within 48 hrs including the travel time.
- (e) The Annual/Comprehensive maintenance Contract (Including Spare Parts)
 - (i) The Purchaser/ Consignees/, may, at his own and sole discretion enter into a Annual/Comprehensive Maintenance Contract (AMC / CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of upto five years after the expiry of the warranty period as per the details given in clause 12.2 of GCC, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. The CMC will commence from the date of expiry of Warranty period. The AMC / CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares.
 - (ii) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in six months during the CMC period for preventive maintenance.
- (f) Training of the Purchaser's personnel, on-site, in assembly, start up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of installation of Equipment.

ii) Availability of Spare parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as required for maintenance of the equipment during Warranty and CMC period, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (iii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- (c) Suppliers shall ensure the availability of spare parts for ten years. Inventory of the Spare parts required for 8 years.

Delivery & Completion Schedule:

- i. **Delivery to all Consignees within 60 days from the date of issue of the Purchase Order/Contract as per the Consignee Distribution List (enclosed)**
- ii. **Installation, training & commissioning:**

Installation, Training & Commissioning as per the **Consignee Distribution List within 15 days** from the respective dates of delivery of the goods.

Terms of Delivery

CIP final destination as per Consignee Distribution List (also see note below)


- a) The responsibility of arranging all required documents, including Custom clearance (if applicable), Road Permits etc. is of the Supplier.
- b) Installation of Medical Equipment as per the Consignee Distribution List.
- c) Training & Commissioning on Medical Equipment as per the Consignee Distribution List;
- d) All goods shall be duly insured up to the final destination and further storage insurance for a minimum period of 21 days at final destination for the verification & installation of goods received.

NOTE:

- 1.) The Consignee Receipt Certificate (CRC) will be issued to the Supplier within 72 hours of the delivery at the Consignee address.**
- 2.) Liquidated Damages (LD) will be calculated separately on: (1) delay in the delivery of the Goods to the consignees; and (2) delay in installation & training, attributable to the supplier, and not for reasons not attributable to the supplier.**

3. Technical Specifications

Schedule I : Biosafety Cabinet Class II Type A2 with UPS as per specifications

Description of function:	
<p>This BSC is used in a TB-laboratory for processing specimens consisting of liquefaction of sputa and handling cultures of tubercle bacilli. This type of BSC is not adequate for handling volatile or toxic chemicals or radionuclide.</p> <p>Before ordering a BSC, facility and engineering requirements have to be checked.</p> <p>The organization of a periodical re-certification of the BSC by an authorized agency should be in place.</p>	
MAIN SPECIFICATIONS:	
<p>The BSC should meet the requirements of ClassIIA2 NSF49 or ClassII EN12469, specifically with inward air flow (≥ 0.40 according to EN 12469:2000 and/or ≥ 0.50 m/s according to NSF 49:2004)</p>	
<p>External height ≤ 2200 mm including support stand allowing an available space of at least 400 mm from the top of the BSC to the ceiling. The 400 mm over the BSC is available to measure air velocity above the exhaust filter and to have enough space for change of filter and for ducting and/or a thimble connection to outlet.</p>	
<p>➤ Internal working area approximately: BSC 120 cm (4 feet versions): width 1150 x depth 630 x height 650-750 mm</p>	
<p>➤ Internal finish of 304 grade stainless steel, removable, seamless, dished work surface with lift out knobs.</p>	
<p>➤ Epoxy coated steel exterior</p>	
<p>➤ Fully closing, clear 1/4" tempered safety glass sash with two sash handles, counterbalanced ,anti racking mechanism ;and 10°slope</p>	
<p>➤ High optical transmission, but absorption of UV light, minimal reflection</p>	
<p>➤ Working aperture: ≥ 170 mm measured from work surface to the bottom of the sash window</p>	
<p>➤ Maximal lifting height of front window > 500 mm</p>	
<p>➤ Ability for locking the window hermetically for gaseous disinfection for filter decontamination</p>	
<p>➤ Single piece working surface with integrated (V –) shaped front air grill</p>	
	
<p>➤</p>	
<p>Noise pressure level ≤ 60 dB(A)</p>	
Internal fittings	
<p>➤ 2 plugs, 230 ± 10 V, AC, 50 Hz protected with separate T 5 A (slow blow) fuse Voltage and plugs adapted to those used in India.</p>	
<p>Flicker-free, low-glare, warm colored light, > 1000 lux</p>	
<p>➤ UVC light of 254 nm wave length, 30 W with hour counter, with interlock with white light so that the UVC light can be switched on only when the white light source is switched off</p>	

Control display on the BSC front
➤ Electrical control / indicators
➤ Electronic fan control /Electrically commutated motor technology
➤ Flow meter for air inflow velocity
➤ Flow indicator/meter for air downflow velocity
➤ Operating hours indicator (counter)
➤ UV light timer
Filter and flow conditions
➤ Pre-filter construction preferred: Easy accessible, filter change without tools preferred
HEPA filter (exhaust air filter), classification at least H14, conform EN 1822, metal framed
➤ Air downflow velocity: NSF49-2002: requires the compliance to the manufacturers' set points or down flow velocity with a deviation of 0.025m/s from nominal set point. EN 12469: Air flow velocity should be > 0.25 - < 0.50 m/s and is defined by the manufacturer according to the construction. Additionally no individual measurement should differ more than 20% of the value requested by the manufacturer within the limits given
➤ Air circulation volume flow: For a BSC 120 cm (4 feet version): 700 - 1200 m ³ /h
➤ Influx air velocity: According to NSF 49: The average airflow velocity at front aperture should be 0.51 m/s for Class A2 EN 12469 does not differentiate between Class II BSC. The average airflow velocity at front aperture should be at least ≥ 0.4 m/s, according to manufacturers' specifications
➤ Exhaust volume air flow/fresh air flow inward ○ For a BSC 120 cm (4 feet version): Volume air flow 300-600 m ³ /h
➤ Blower system should be able to maintain the airflow within a minimum window (narrow limits) on voltage fluctuations. Data should be made available.
➤ Alarms, visible and audible, for any unsafe condition of the BSC (e.g. airflow, window position, hard- and/or software errors) should be a built in feature with the possibility to shut down alarm for cleaning and maintenance.
Thimble connection and Ducting (individual ducting, length of ducting should be specific to site) of BSC along with required capacity of extractor fan and accessories required for ducting
Please Refer Annex A (i) and (ii) for installation and pre requisites before installing BSCs
Electric needs
Supply voltage: 160-260V, AC, 50/60 Hz Voltage and plugs adapted to those used in India.
Lead fuse T 16 A (slow blow) or circuit breaker B 16. The electrical regulations valid in India as well as the relevant connection conditions are required
Power consumption for cabinet: approximately 1. For a BSC 120 cm (4 feet version): 600 W 2. Power consumption for plugs inside: approx. 1000 W BSCs with low energy consumption are preferred.
A compatible UPS should be supplied along with the BSC. The detail specification is given separately.

Conform to electrical safety IEC-60601-1 and/or IEC 61010, UL 61010-1, EN 61010-1
Protection class in accordance with EN 60529
Circuit radio interference free in accordance with EN 55 014(Desirable)
Manufacturer's Certificate
<p>The manufacturer must have a management system certified to ISO 9001</p> <p>The manufacturer shall individually test each BSC before shipment. The test report shall be provided to the customer with a duplicate fixed to the BSC. The tests have to be performed with research grade instruments for valid calibration according to test methods outlined in EN 12469 or NSF 49.</p> <p>The test report shall contain at least data on:</p> <ol style="list-style-type: none"> Inflow air velocity Down flow air velocity Filter leak scan for both filters to document filters' efficiency and its integrity
Quality and Safety standards met by the product offered have to be listed and copies of the certificates issued by the authorized agencies to be enclosed for verification
Accessories:
<p>Table or support frame (support stand) for a working height 78 ± 2 cm, adjustable at least at three feet (points) to level</p> <p>A telescopic support stand is desirable for a flexible use</p>
<p>Ergonomic lab-chair, designed for infectious laboratory areas</p> <ol style="list-style-type: none"> adjustable height to suit different users, seat range approx. 400 – 490 mm adjustable angle back rest (NO arm rest) caster wheels, 5 all metal parts chrome plated disinfectable with alcohol containing disinfectants
Air duct construction to thimble exhausts air from the BSC has to be included. It should be made for the bio-safety cabinet offered and fit precisely.
Depending on the ventilation system for the containment room, a motorized flap in the hood and a trigger for the external ventilator or equivalent regulatory device has to be provided.
All standard accessories/consumables/parts required for the proper installation, operation and maintenance of the BSC shall be included in the offer by the supplier and have to be specified and quantified.
Operation and Maintenance Manual: Operation/Maintenance/Service manuals in English to be provided for each unit delivered.
<p>Installation and Maintenance: Each bidder has to install the delivered equipment with ducting and complete cabinet exhaust components by certified or qualified personnel. The detailed installation prerequisites have to be communicated to the purchaser in advance. A detailed instruction of the laboratory personnel on use, function and maintenance of the equipment (user training) as well as a comprehensive maintenance plan is part of this procurement.</p> <p>The cost of the maintenance plan should be defined and guaranteed over the period of warranty.</p> <p>The supplier shall have a functioning after-sale-service in India covering the whole country, including adequate infrastructure, competent and adequately staffed personnel with adequately provisioned spare part store allowing to respond to any complaints and to repair within 7 days /replace the BSC within 14 days of receipt of complaint.</p>
Initial On-site Testing (Aerosol Leak Test, re-circulating air/exhaust air filter, air flow measurements inside the BSC and inward/exhaust airflow) have to be carried out by a certified

expert. Measurement results have to be printed out for documentation in the maintenance record.
Validation: Annual validation should be done The supplier would carry out IQ/OQ/PQ as per laid down protocols and provide documentations at the time of installation/ commissioning. It should include evaluation of the effectiveness of the cabinet containment including cabinet integrity, HEPA filter leaks, down-flow velocity profile, face velocity, negative pressure/ ventilation rate, air-flow smoke pattern and alarms and interlocks besides carrying tests for electrical leaks, lightening intensity, ultraviolet light intensity, noise level and vibration. Equipment required to carry out these tests should have traceability to International Standards.
In case, Validation should be done for BSC; <ul style="list-style-type: none"> - At initial installation: on site, prior to initial use - Annually in warranty period - After replacing filter - After moving the cabinet
Standard Maintenance Tools:
All standard accessories, consumables, parts required for the proper operation I shall be included in the offer. If special tools are needed, e.g. for filter change, they have to be provided. Each bidder has to specify the quantity in its offer of every item or items not specified above.
Spare Parts:
Each assembled BSC should be accompanied by an authorized list of accessories and spare parts
One, preferably two additional sets HEPA filter as specified above
Special clamps as needed should be provided to fix HEPA filter
Three prefilters to be provided.
Packing data: Packing data are not necessarily part of the bidding process, but are needed for shipment and customs declaration
Net weight approx.
Gross weight approx
Dimensions (W x H x D) in cm
Appliances must be transported upright
Customs/Excise Tariff Number
Warranty: 3 years, except filters and (UV) lamp
Warranty starts after commissioning and validation at site
Remarks: The design and workmanship of equipment offered, including power supply, has to be suited to operate properly and continuously under the climatic conditions in the purchaser's site, especially humidity (e.g. $\leq 90\%$ at 35°C), permissible ambient temperature (e.g. $+5^{\circ}\text{C}$ to $+45^{\circ}\text{C}$), protection against fungi, and possible spikes in the electric network. Each bidder may propose any system / product in addition to the requirements listed above.

Technical Specifications of Uninterrupted Power Supply with battery pack for BSC

Description of function and use:
This UPS has to be used in settings with frequent problems in the electric net (e.g. surges, sags, spikes, black outs) to assure and backup the function of the BSC to finalize ongoing

work and to close all potentially infectious sources. If the BSC is connected to a generator, the UPS will maintain the function of the BSC during the time needed for the generator to start and to provide full power.
MAIN SPECIFICATIONS:
Compatible, microprocessor controlled, line interactive, on line continuous transducer UPS, with back-up of 30 minutes
Booster function to regulate up voltage brake down to 160 V
Buck function to regulate down voltage increase up to 280 V
Filter to protect against voltage spikes
Protection against overload and short circuit
Advanced battery check for automated periodic battery inspection
Indicators for status like normal function, net down, working on battery, loading battery, battery capacity
Sleep mode if consumer is shut off
Power: 160-280V,AC, 50 Hz or 60 Hz (+/- 10 %) with automatic recognition
Battery, maintenance-free, automatic shut off before reaching the level of discharge from which recharging to the original capacity will not be possible any more (deep discharge).
Time for recharging: approx. 4 hours to reach at least 90% of total capacity
Outlet voltage: 230V ± 10V, AC, 50 or 60 Hz ± 0.5 %
Changeover time: <5 msec
Efficiency coefficient approx. 98 %, on battery >85%
Noise at 1 m distance < 48 dB[A]
Permissible ambient temperature/relative humidity: 0 – 40 °C/≤ 95 % (not condensing)
Electric needs
Supply voltage: 160-260V, AC, 50/60 Hz, Voltage and plugs adapted to those used in India.
Consumption: approx.1500 W (depending on the model chosen)
Protection class in accordance with EN 60529
Circuit radio interference free in accordance with EN 55 014
Manufacturer's Certificate The manufacturer must have a management system certified to ISO 9001
Quality and Safety standards met by the product offered have to be listed and copies of the certificates issued by the authorized agencies to be enclosed for verification
Accessories:
Battery pack
Connection (cable and fittings) for battery pack
Operation and Maintenance Manual: Operation/Maintenance/Service manuals in English to be provided for each unit delivered
Installation and Maintenance: Each bidder has to install the delivered equipment by certified or qualified personnel. The detailed installation prerequisites have to be communicated to the purchaser in advance. A detailed instruction of the laboratory personnel on use, function and maintenance of the equipment (user training) as well as a comprehensive maintenance plan is part of this procurement
Standard Maintenance Tools:
All standard accessories, consumables, parts required for the proper operation shall be included in the offer. Each bidder has to specify the quantity in its offer of every item or items not specified above.

Spare Parts:
Each UPS should be accompanied by an authorized list of accessories and spare parts
Packing data: Packing data are not necessarily part of the bidding process, but are needed for shipment and customs declaration
Net weight
Gross weight
Dimensions (W x H x D) in cm
Appliances must be transported upright
Costumers Tariff Number
Warranty: Warranty: 3 years for UPS, 2 years for battery pack. Warranty starts from the date of installation at site.

ANNEX A

i) Biological safety cabinets (BSC). Definition, classification, installation and maintenance

The following paragraphs have to be considered before ordering biosafety cabinets. Biological safety cabinets with a directed airflow are suited to provide protection for the laboratory staff, especially in case of increased risk of airborne infection. Unfortunately the current terms for this specific equipment are not unambiguously used, leading to procurement of wrong equipment.

Terms like “Laminar Flow Hoods (Units or Cabinets)” and “Biological Safety Cabinets” are clearly defined. It is important to pay attention to their differences in design and use!

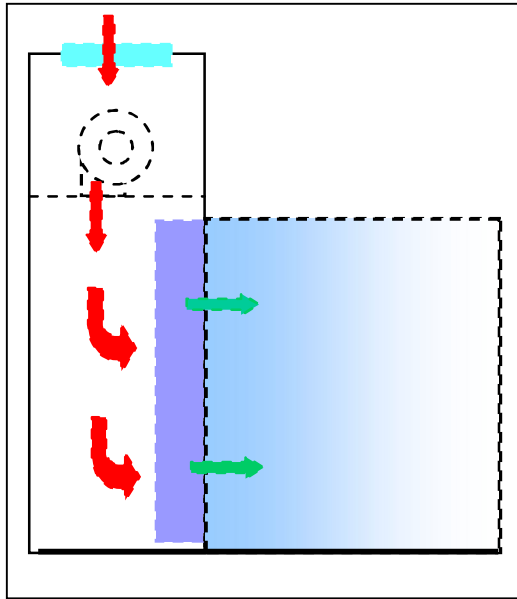
Laminar Flow Hoods ("laminar airflow units" or "horizontal and vertical outflow cabinets" or "clean-air work stations"): ARE NOT USED for handling infectious agents

These hoods are specially designed to create clean and dust free conditions in laboratory working areas. In a number of industries clean and dust free environments are required. This equipment prevents contamination of any particle sensitive device (e.g. production of wafers, pharmaceutical manufacturing, biotechnology and so on).

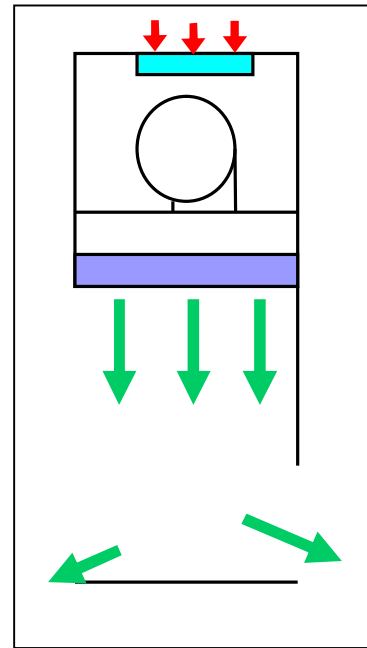
In laminar airflow cabinets, air is drawn from a High Efficiency Particulate Air (HEPA) filter and blown in a smooth, laminar flow over a working area (working bench) into the room. The unit is generally constructed from stainless steel, having no joints or gaps to avoid adherence of spores and growth of germs.

Types of Laminar Airflow Unit

- Horizontal airflow or vertical airflow
- provide product protection only and **must not be used when working with any form of biohazard or chemical hazard**
- **any potentially infectious aerosol that is created on the work bench will lead to exposure of the operator and the environment**
- horizontal-flow clean-air bench are used for preparing culture media or handling other non infectious reagents/solutions provided that they are non potentially carcinogenic or allergenic to prevent exposure to hazardous aerosols.
- vertical-flow clean-air benches also blow air out into the room

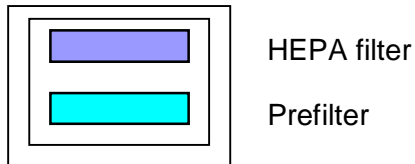


Laminar flow hoods
horizontal



vertical

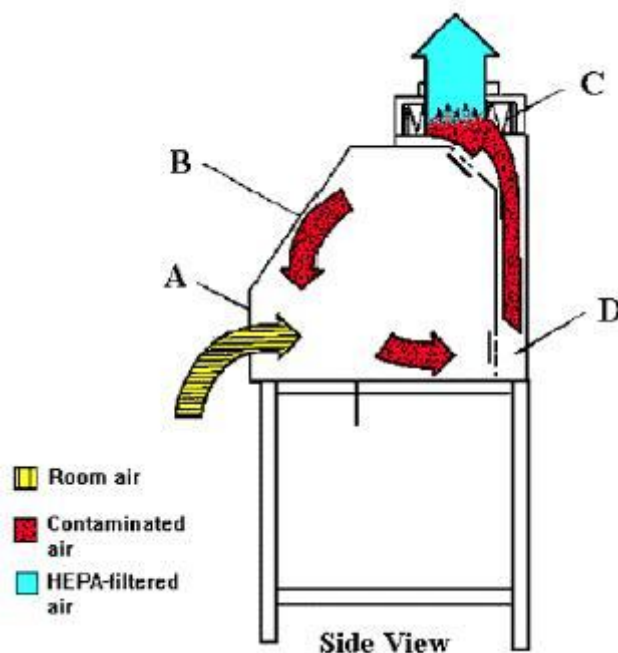
Biological Safety Cabinets (BSC)



- provide personnel and environmental protection and - depending on the classification - a varying degree of product protection
- **infectious agents must be handled in a Biological Safety Cabinet ONLY and NOT in a Laminar Flow Hood**

Classification of Biological Safety Cabinets

Class I Biological Safety Cabinet (EN12469/NSF49):



Schema the air flow for a class I Biological Safety Cabinet

In a class I BSC, room air is drawn in through a front opening at a constant velocity. It passes over the work surface and is discarded from the cabinet through the exhaust duct. Aerosols or other particles that might be generated during work are sucked away from the laboratory worker by the directional airflow into the duct. The front opening allows the operator to perform the work and observe the steps through a window screen.

Common features are:

- front access opening with carefully maintained inward airflow of room air. According to EN12469 an inward flow ≥ 0.7 m/s and ≤ 1.0 m/s should be established.
- air flow is directed away from the worker, but is not HEPA filtered inside the BSC;
therefore there is no product protection provided by a BSC
- class I BSC provides personnel and environmental protection
- the filtered air may be hard ducted out of the laboratory or extracted through a thimble if external exhaust fans are installed. The external exhaust fan should be preferably located at the very end of the exhaust pipes and interconnected with the BSC fan so that the BSC cannot be switched on unless the external extractor fan is

on. A slightly negative pressure maintained in the duct will prevent leakage of contaminated air into the laboratory.

Class II Biological Safety Cabinets (EN12469, NSF49)

The class II BSC was designed to extend the protection features of class I, when it became necessary to protect the sensitive materials on the working surface from contaminated room air.

There are several types of class II Biological Safety Cabinet, referred as class II (EN12469) or subdivided into class IIA1, class IIA2, class IIB1 and class IIB2 (NSF49). They differ from class I by design features allowing only HEPA filtered air to flow over the work surface. This air is sucked through the front and back grid totally back to the system.

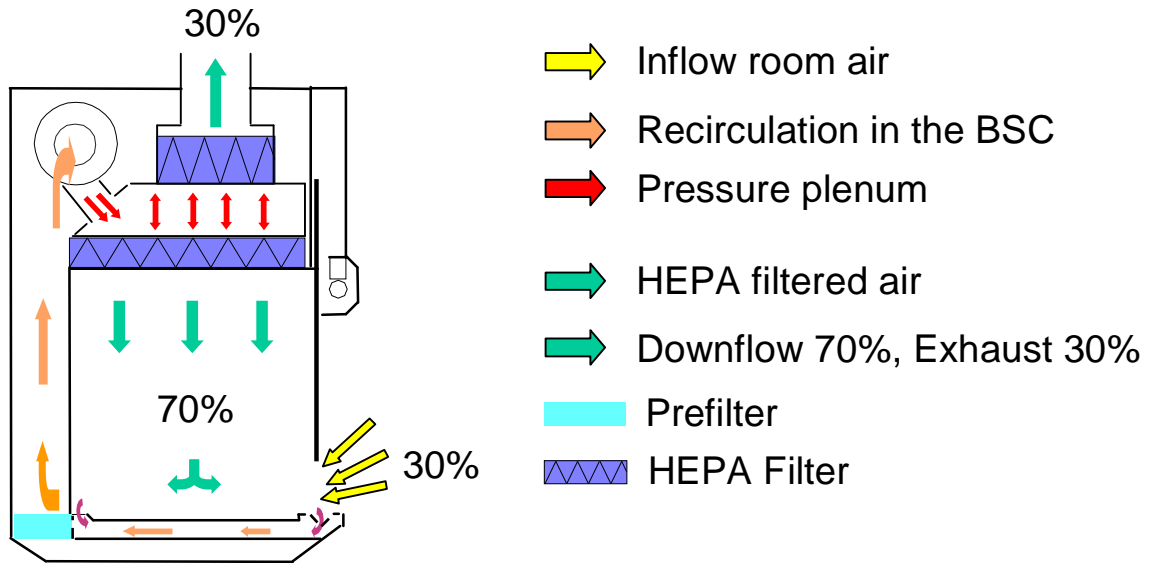
- Front access opening with carefully maintained inward airflow of room air
- This air is entering a front intake grill.
- The supply air passes through a HEPA filter before flowing downward as a vertical ideally laminar flow which is split just above the working surface so that about one half enters the entrance grill (together with the newly entering room air) and the other half passes through the rear exhaust grill. Any particles generated at the working surface are captured by the downward flow and eliminated this way.
- The total air is then discarded through the rear plenum into a space between supply and exhaust HEPA filters. The relative size of both filters determines the percentage of recirculated air passing through the supply filter.
- The exhaust air from a class IIA BSC should be ducted out through a thimble connection to a dedicated duct with an extraction fan outside.
- **A separate extractor fan with sufficient capacity is needed, when the BSC is part of the ventilation system to create and maintain a lowered pressure in the laboratory**

NOTE:

- Class IIA1 (NSF49) should be discouraged because they may have positive pressure contaminated ducts and plenums positive to the room.
- Because class IIB1 and B2 (NSF49) have to be hard-ducted to the outside, the building exhaust system must be precisely matched to the airflow requirements specified by the manufacturer for both volume and static pressure, making certification of these BSCs more difficult.

Class II A2 Biological Safety cabinet

Flow pattern



The American NSF 49 and the European norm EN 12469 for BSCs are not congruent.

Class I

NSF 49: not specified

EN 12469: Inward flow ≥ 0.7 m/s and ≤ 1.0 m/s

Class II:

EN 12469 does not differentiate between class A1 and A2, the inward flow should be at least $\geq 0,4$ m/s and above this value according to manufacturers' specifications

NSF49

Class A1 Inward flow ≥ 0.38 m/s, should be discouraged because they may have positive pressure contaminated ducts and plenums positive to the room.

Class A2: Inward flow ≥ 0.5 m/s

Down flow for both types:

NSF49: requires the compliance to the manufacturers' set points or down flow velocity within a deviation of 0.025m/s from nominal set point.

EN 12469: air flow velocity should be $> 0.25 - < 0.50$ m/s and defined by the manufacturer according to the equipment design. Additionally no individual measurement should differ more than 20% of the value requested by the manufacturer

Certification of BSCs

A BSC must be checked and certified for biosafety and all other functions before delivery. The test results have to be documented and provided together with the BSC. The packing must have an indicator stating that it was kept in an upright position during the whole transportation.

In the laboratory

- Airflow smoke pattern tests
- Air inflow velocity test
- Air down-flow velocity profile test
- HEPA filter leak test
- Alarm function verification
- Exhaust system performance
- Cabinet integrity test
- Ultraviolet germicidal intensity (UVGI).

In addition;

- Lighting intensity test
- Vibration test
- Noise level test
- Electrical tests (leakage, ground circuit resistance, and polarity)

When?

- At initial installation: on site, prior to initial use
- At least annually thereafter
- After replacing filter
- After repair work or moving the cabinet

ii) Prerequisites for laboratory preparedness before installing a BSC

The following guidance and remarks are given to avoid major pitfalls in planning and designing TB-laboratories

In general, BSCs have to be located away from main traffic areas, doors and air supply/exhaust diffusers that may disturb/interrupt air flow.

BSCs, including stand, usually reach heights between 215 cm to 230 cm. Because the exhaust air has to be ducted out (and in some BSCs exhaust filters will have to be changed from the top), enough space between the exhaust grid and the ceiling of the laboratory is needed. The exhaust pipe with a cross section of about 400 cm² (20 cm x 20 cm) is commonly used to prevent remarkable resistance to the airflow. This means that the ceiling in the room chosen to install the BSC should be of sufficient height.

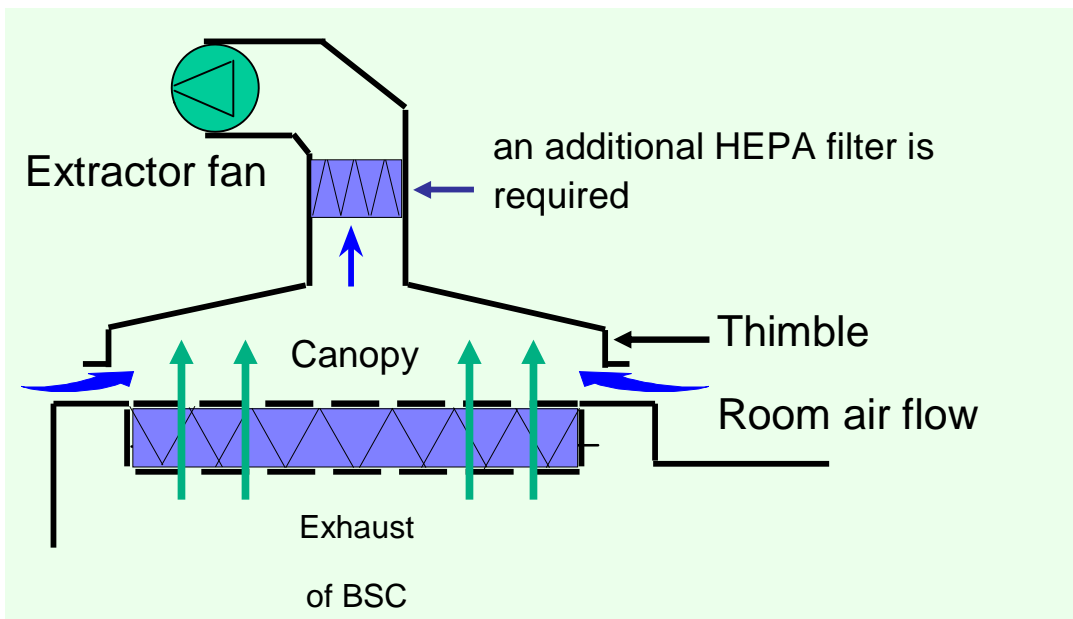
- Whenever possible, a 30 cm or greater clearance should be provided on each side (including back to wall) of the cabinet to allow for access
- Minimum clearance of 30 cm has to be provided between exhaust outlet on top of cabinet and any overhead obstructions (for recirculation, not recommended)
- For installation of an exhaust system with appropriate cross section and thimble construction a minimal clearance of 45 cm will be needed.
- For ducted cabinets, extractor fan on the exhaust system should be located at the terminal end of the ductwork

- Failure of exhaust air flow should signal an alarm to the user
- To prevent pressurization of or failure of exhaust flow the cabinet, when hard ducted out or by pass construction, an anti-backflow device to prevent reverse airflow through the HEPA filter may be required
- Consider connection options:
 - 1) **Direct** connection.

Cabinet and the external ventilator have to be switched on at the same time.

 - 2) Direct connection with a **by-pass**. An anti blow-back-valve is needed. The external ventilator may work for 24hrs a day. When the cabinet is switched off the by-pass valve in the duct will open in order to extract the air from the room.
 - 3) Connection via a **thimble construction**, valid for class II Type A2BSC.
 - 4) Connection via a **thimble construction**, an option not valid for class IIB BSC.
 - 5) Proper planning will be the work of an engineer for Heating Ventilation and Air Conditioning taking the local possibilities of maintenance into account. This planning should be done before tendering. The following professional associations may be usefully consulted

Annex 3. Schematic construction of a thimble



NOTE: this exhaust system is for class II Type A2 BSC

A thimble connection requires the installation of an external extractor fan, preferably located at the very end of the exhaust pipes. A slightly negative pressure maintained in the duct will prevent leakage of contaminated air into the laboratory.

- The external fan may be switched separately from the BSC. It alternatively can be coupled via relay circuit with caster in order that when the BSC is switched off, the external fan still runs for some time. Moreover, the BSC should be

equipped with an interconnect in order the BSC cannot be switched on unless the external extractor fan is on.

- An additional HEPA filter, preferably located at the beginning of the exhaust pipe right after the influx of room air is required for environment protection to prevent exhaust of potentially contaminated air from the laboratory room. The external fan must be efficient enough to ensure negative pressure in the duct despite the presence of the additional HEPA and its expected loading over time.
- When the external fan is switched on, air will be extracted from the room according to the setting of the extractor fan which should be regulated according to air volume rate needed to establish the desired lowered pressure within the laboratory room. If the BSC is additionally switched on its exhaust air together with some additional room air will be expelled (as long as the total exhaust air rate of the BSCs is less than the adjusted volumetric flow rate of the extractor fan).

Advantages of the thimble connection:

- No adjustments have to be made to the cabinet and the pressure in the room will be nearly constant.
- To keep a controlled constant lowered pressure (e.g. -30 Pa) within the containment room, damper for exhaust and/or supply air will be needed (components: controller electronics, measuring airflow)
- In case of blackout the air flowing back to the room with lowered pressure will invade nearly exclusively through the thimble and not “wash off” bacteria from the HEPA filter.

Usually it is recommended to install anti blow back valves, fire flaps and depending on the climatic conditions it might be advisable to integrate heat exchanger, humidifier, and/or air conditioning.

If more than one BSC is installed, precautions have to be taken to balance the exhaust air from the room depending on which BSC is switched on (compensation for the air flow resistance in the exhaust pipe) and how many are switched on at the same time. Some manufacturers offer thimbles with motorized flaps which can be regulated for this purpose.

To balance needs and costs at the particular setting and to get a suitable solution, the aid of an engineer for Heating Ventilation and Air Conditioning will be required. An assured service for maintenance covering the installation as a whole will be essential.

Schedule II : Bacteriologic Incubator

Description of function and use:

This incubator is used to allow growth of TB bacilli on culture media

MAIN SPECIFICATIONS

- Chamber made of stainless steel 316L, easy to clean
- Housing, corrosion resistant
- Double doors, double lock
- Inner doors security toughened glass
- Volume of interior housing ≥ 300 L corresponding to a capacity of about 1000-1100 TB culture tubes.
- Designed especially for temperatures up to $+60$ °C, optimized for living cultures at 37 °C
- Temperature variation at $+37$ °C ± 0.5 °C
- Temperature range $+10$ °C (at least 5 °C above ambient temperature) to $+60$ °C
- Adjustable over-temperature protection controller, TWW protection class 3.1 or electronic temperature limiter TWB protection class
- Uniformity should be ≤ 0.5 °C and accuracy should be 0.5 degree C
- Two high grade temperature sensors (class A) with mutual monitoring and taking over performance at same working temperature
- Adjustable air flap for preheated fresh air intake
- Vent connection with restrictor flap
- Digital Display of temperature
- Alarm, audible with display on dysfunction
- Function signals for operating mode
- Optional: Long term logging (ring store) internal memory to save temperature and error states, with time stamp to the minute
- Optional: Serial RS 232 interface with software for read out of data with PCL3-compatible printer

Electric needs

- Supply voltage:160-260V AC, 50/60 Hz;
- Plugs adapted to those used in India.
- Consumption: approx. 2000 W
- Conform to electrical safety IEC-60601-1 and/or IEC 61010, UL 61010-1, EN 61010-1
- Protection class in accordance with EN 60529
- Circuit radio interference free in accordance with EN 55 014(Desirable)

Manufacturer's Certificate The manufacturer must have a management system certified to ISO 9001

One certificate should state that the incubator has been calibrated at the factory for $+37$ °C.

Quality and Safety standards met by the product offered have to be listed and copies of the certificates issued by the authorized agencies to be enclosed for verification

Accessories:

One or two additional perforated stainless steel shelves, non-tipping, to match four shelves per incubator

Operation and Maintenance Manual: Operation/Maintenance/Service manuals, in English to be provided for each unit delivered.

Installation and Maintenance:

Each bidder has to install the delivered equipment by certified or qualified personnel. The detailed installation prerequisites have to be communicated to the purchaser in advance. A detailed instruction manual for the benefit of the laboratory personnel on use, function and maintenance of the equipment (user training) as well as a comprehensive maintenance plan is part of this procurement.

The supplier shall have a functioning after-sale-service in India covering the whole country, including adequate infrastructure, competent and adequately staffed personnel with adequately provisioned spare part store allowing to respond to any complaints and to repair within 7 days /replace the Incubator within 14 days of receipt of complaint.

Standard Maintenance Tools:**Spare Parts:**

- A set of fuses
- Each incubator should be accompanied by an authorized list of accessories and spare parts

Packing data: Packing data are not necessarily part of the bidding process, but are needed for shipment and customs declaration

Net weight

- Gross weight
- Dimensions (W x H x D) in cm
- Appliances must be transported upright (Y/N)

Customs/Excise Tariff Number

Warranty: 3 years on regulators, 5 years for heating coils

Warranty starts from the date of installation at site. It also includes re-calibration on annual basis within the warranty period.

Remarks:

The design and workmanship of equipment offered, including power supply, has to be suited to operate properly and continuously under the climatic conditions in India, especially humidity (e.g. $\leq 90\%$ at 35°C), permissible ambient temperature (e.g. $+5^{\circ}\text{C}$ to $+45^{\circ}\text{C}$), protection against fungi, and possible spikes in the electric network

Schedule III : Refrigerated Centrifuge with UPS as per specifications

Description of function and use

This centrifuge will be used in a TB laboratory to spin down mycobacterium in liquefied, decontaminated materials.

The compartments (buckets) containing the centrifuge tubes need to be absolutely aerosol tight when closed by transparent lids. At least 3000g will be required for efficient sedimentation within 20 minutes of centrifugation. The centrifuge should preferably be a desk top with provision of sturdy trolley/cabinets with castors and locks for castors for vibration free stability.

Should be a counting cycle centrifuge for each rotor with a provision to see complete details of total runs of experiments

MAIN SPECIFICATIONS

- Metal housing, chamber stainless steel
- Cooling capacity at maximum speed at +4°C
- Pre-cooling
- Induction motor, brushless drive
- Rotor with swing out buckets, at least 4 positions
- Rotor buckets with aerosol tight, transparent, clipping lids/ screw cap
- Inserts for buckets adapted to 50 ml centrifuge tubes, conical
- Capacity: 16 or more tubes x 50 ml
- Max. revolutions per minute (RPM) 4000-4500
- Relative centrifugal force (RCF) 3000-3400
- Noise level at maximum speed should be up to 65 dB(A)
- Programmable for all parameters (switchable between RCF/RCF) of a run, large display
- Soft start and different acceleration levels (1-9), different braking levels (1-9) and brake force cut off
- Input / recall of programs, storage positions at least 20
- LCD display (protected against splash of liquids) for indication of run time, speed (rpm) or rcf (after entering centrifugation radius) switchable, actual temperature, time left to finish run
- Imbalance switch-off
- Motor overheating protection
- Chamber overheating protection
- Rotor recognition for appropriate over speed protection
- Safety lock of lid during run and as long as the rotor is moving
- Arrangement for mechanical opening of lid if there is current black out
- A compatible UPS of adequate power capacity should be supplied along with the Centrifuge. The detail specification given separately

Electric needs

- Supply voltage:160-260V, AC, 50/60 Hz, plug type adapted India
- Consumption: 1500 - 1800 W
- Conform to electrical safety IEC-60601-1 and/or IEC 61010, UL 61010-1, EN 61010-1

- Excess-voltage category II
- Protection class in accordance with EN 60529
- Circuit radio interference free in accordance with EN 55 014(Desirable)

Manufacturer's Certificate The manufacturer must have a management system certified to ISO 9001.

One certificate should state that the centrifuge has been calibrated at the factory. Quality and Safety standards met by the product offered have to be listed and copies of the certificates issued by the authorized agencies to be enclosed for verification

Operation and Maintenance Manual: Operation/Maintenance/Service manuals in English to be provided for each unit delivered

Installation and Maintenance:

Each bidder has to install the delivered equipment through certified or qualified personnel. The detailed installation prerequisites have to be communicated to the purchaser in advance. A detailed instruction of the laboratory personnel on use, function and maintenance of the equipment (user training) as well as a comprehensive maintenance plan is part of this procurement.

The supplier shall have a functioning after-sale-service in India covering the whole country, including adequate infrastructure, competent and adequately staffed personnel with adequately provisioned spare part store allowing to respond to any complaints and to repair within 7 days /replace the Centrifuge within 14 days of receipt of complaint.

Standard Maintenance Tools:

Spare Parts:

- Device for mechanical opening of the centrifuge after automatic blocking as consequence of currency black out
- Lubricants for movable parts and gaskets
- Spare fuses
- Each centrifuge should be accompanied by an authorized list of accessories and spare parts

Packing data: Packing data are not necessarily part of the bidding process, but are needed for shipment and customs declaration

- Net weight
- Gross weight
- Dimensions (W x H x D) in cm
- Appliances must be transported upright (Y/N)

Customs/Excise Tariff Name

Warranty: 3 years

Warranty starts from the date of installation at site

Remarks:

The design and workmanship of equipment offered, including power supply, has to be suited to operate properly and continuously under the climatic conditions in the purchaser's country, especially humidity (e.g. $\leq 90\%$ at 35°C), permissible ambient temperature (e.g. $+5^{\circ}\text{C}$ to $+45^{\circ}\text{C}$), protection against fungi, and possible spikes in the electric network.

Technical Specifications of Uninterrupted Power Supply with battery pack for Centrifuge**Description of function and use:**

This UPS has to be used in settings with frequent problems in the electric net (e.g. surges, sags, spikes, black outs) to assure and backup the function of the Centrifuge to finalize ongoing work and to close all potentially infectious sources. If the Centrifuge is connected to a generator, the UPS will maintain the function of the centrifuge during the time needed for the generator to start and to provide full power.

MAIN SPECIFICATIONS:

UPS microprocessor controlled, line interactive, on line continuous transducer, 20 minutes

Booster function to regulate up voltage break down from 160 V

Buck function to regulate down voltage increase up to 280 V

Filter to protect against voltage spikes

Protection against overload and short circuit

Advanced battery check for automated periodic battery inspection

Indicators for status like normal function, net down, working on battery, loading battery, battery capacity

Sleep mode if consumer is shut off

Power: 160-280V, AC, 50 - 60 Hz (+/- 10 %) with automatic recognition

Battery, maintenance-free, automatic shut off before reaching the level of discharge from which recharging to the original capacity will not be possible any more (deep discharge).

Time for recharging: approx. 4 hours to reach at least 90% of total capacity

Outlet voltage: 230V $\pm 10\text{V}$, AC, 50-60 Hz +/- 0.5 %

Changeover time: <5 m sec

Efficiency coefficient approx. 98 %, on battery >85%

Noise at 1 m distance < 48 dB[A]

Electric needs

- Supply voltage: 160-260V, AC, 50/60 Hz,
- Voltage and plugs adapted to those used in India.
- Consumption: approx.3000VA or higher (should be Compatible for model being quoted)
- Protection class in accordance with EN 60529
- Circuit radio interference free in accordance with EN 55 014 (Desirable)

Manufacturer's Certificate The manufacturer must have a management system certified to ISO 9001

Quality and Safety standards met by the product offered have to be listed and copies of the certificates issued by the authorized agencies to be enclosed for verification

Accessories:

Battery pack inbuilt

Operation and Maintenance Manual: Operation/Maintenance/Service manuals in English to be provided for each unit delivered

Installation and Maintenance: Each bidder has to install the delivered equipment by certified or qualified personnel. The detailed installation prerequisites have to be communicated to the purchaser in advance. A detailed instruction of the laboratory personnel on use, function and maintenance of the equipment (user training) as well as a comprehensive maintenance plan is part of this procurement

Standard Maintenance Tools:

All standard accessories, consumables, parts required for the proper operation shall be included in the offer. Each bidder has to specify the quantity in its offer of every item or items not specified above.

Spare Parts:

Each UPS should be accompanied by an authorized list of accessories and spare parts

Packing data: Packing data are not necessarily part of the bidding process, but are needed for shipment and customs declaration

- Net weight
- Gross weight
- Dimensions (W x H x D) in cm
- Appliances must be transported upright (Y/N)

Customs/Excise Tariff Number

Warranty: Warranty: 2 years for battery pack, 3 years for UPS

Warranty starts from the date of installation at site

Remarks:

The design and workmanship of equipment offered, including power supply, has to be suited to operate properly and continuously under the climatic conditions in India, especially humidity (e.g. $\leq 90\%$ at 35°C), permissible ambient temperature ($+5^{\circ}\text{C}$ to $+45^{\circ}\text{C}$), protection against fungi, and possible spikes in the electric network.

Schedule IV : Inspissator

Description of function and use:
The Inspissator is required for the preparation of egg- based media
MAIN SPECIFICATIONS:
The whole undersurface of the tray should be in contact with water at a constant temperature which ensures that the temperature of the universal bottles with Media is also constant
Robust durable design with digital temperature control
Tray, Tank and outer case made of polished stainless steel
Working Temperature: 85°C
Temperature Range: +5°C-100°C
Uniformity: ±0.7°C(tray)
The surface of the tray should be a series of sloping steps and should hold up to ≥ 350 test tubes (16mm diameter, length 150mm) or universal bottles.
Automatic temperature control and regulation
The temperature of the water under the tray should be controlled by a digital immersion thermostat for accuracy and reproducibility of set temperature.
The control unit should be mounted on a bridge plate over one end of the bath, from which heater; stirrer and temperature sensors project down into the bath.
Over-temperature protection, fixed cut-off
Heat up time: 20 to 85°C; 3.5 hours
Display: LED
Tank Capacity: 45 liters
The constant level device should be fitted to maintain the water level despite evaporation losses.
Should include a blanket which is placed over the containers to exclude draughts and a quilted cover provides thermal Insulation: both blanket and quilt should be made from insect resistant materials.
Alarm audible with display in dysfunction
ELECTRIC REQUIREMENTS:
Heater power: 1.3Kw , 230 V
Electrical power: 1.4 Kw, 230 ± 10V, AC, 50/60 Hz
Voltage and plugs adapted to those used in India
Conform to electrical safety IEC-60601-1and /or IEC 61010, UL 61010-1, EN 61010-1
Protection class in accordance with EN 60529
Circuit radio interference free in accordance with EN 55 014(Desirable)
Manufacturer's Certificate The manufacturer must have a management system certified to ISO 9001
Declaration of conformity to fulfill the requirements of standards and regulations of the directives that apply to the product including energy classification, climate class. One certificate should state that the Inspissator has been calibrated at the factory.
Quality and Safety standards met by the product offered have to be listed and copies of the certificates issued by the authorized agencies to be enclosed for verification
Accessories:
Optional: Inserts for universal bottles
Operation and Maintenance Manual: Operation/Maintenance/Service manuals in English to

be provided for each unit delivered
<p>Installation and Maintenance: Each bidder has to install the delivered equipment by certified or qualified personnel. The detailed installation prerequisites have to be communicated to the purchaser in advance. A detailed instruction of the laboratory personnel on use, function and maintenance of the equipment (user training) as well as a comprehensive maintenance plan is part of this procurement. The cost of the maintenance plan should be defined and guaranteed over the period of warranty. The supplier shall have a functioning after-sale-service in India covering the whole country, including adequate infrastructure, competent and adequately staffed personnel with adequately provisioned spare part store allowing to respond to any complaints and to repair within 7 days /replace the Refrigerator within 14 days of receipt of complaint.</p>
<p>Standard Maintenance Tools: All standard accessories, consumables, parts required for the proper operation shall be included in the offer. Each bidder has to specify the quantity in its offer of every item or items not specified above.</p>
<p>Spare Parts: One additional set of racks covering full capacity of the instrument for a second batch</p>
Each Inspissator should be accompanied by an authorized list of accessories and spare parts
<p>Packing data: Packing data are not necessarily part of the bidding process, but are needed for shipment and customs declaration</p>
Net weight
Gross weight
Dimensions (W x H x D) in cm
Appliances must be transported upright (Y/N)
Customs/Excise Tariff Number
<p>Warranty: 5 years, heating coil and electronic one year. Warranty starts from date of installation at site</p>
<p>Remarks: The design and workmanship of equipment offered, including power supply, has to be suited to operate properly and continuously under the climatic conditions in India, especially humidity (e.g. ≤90% at 35°C), permissible ambient temperature (e.g. +5°C to +45°C), protection against fungi, and possible spikes in the electric network.</p>

Schedule V : Autoclaves (Horizontal)

Description of function and use:
Autoclaves are used for sterilization of infectious materials or for sterilization of clean materials.
MAIN SPECIFICATIONS:
Horizontal autoclave, universal basic version for microbiological standard laboratory to sterilize liquids, instruments, glassware, plastic articles or general infectious waste
Double walled construction with re-inforce chamber made 316/316Ti stainless steel
Vessel should be as per ASME, EN-13445 and EN 12953 for steam boiler with class B sterilization
Chamber volume, minimum 40 L
The reservoir volume should be 4-6ltrs
Air being removed by upward displacement
Automatic water feed, connection to a demineralised water supply
Integrated pump to equalize pressure variations in external supply lines
Automatic level control before, during and after the sterilization cycle
Low water level cut-out device
Fast safety lid lock system.
Lid lock by a circumferential, durably heat and pressure resistant seal
Control lock-out switch that prevents starting a cycle if the door is not locked safely
Control that prevents opening the door until chamber is depressurized
Temperature dependent door-locking system according to international standard
Max. operating pressure at least up to 2.25 bar
Temperature range between 121-135 °C
Sterilization timer 1 to 60 minutes
A visual chamber gauge, that easily identifies pressure in the chamber, must be accessible to the operator as a back-up to the control read out, when no electrical power will be available
Microcomputer control system
The control panel should be mounted so that the sensitive components to steam and heat are protected.
LCD display showing: temperature steam pressure sterilization time stage of cycle alarm information
Pre-selection of languages for menu-presented instructions at least English
Protected keyboard
At least 4 program presetting, two for liquids, one for solids, one for waste
Load capacity: minimum 5 kg waste or 5 kg solid or 5 litre liquid
Batch documentation; built in printer satisfying GLP and SOP requirements, batch number, date, temperature, pressure and sterilization phase and/or storage device, RS-232 Data Logger complying with FDA 21CFR Part 11
Exhaust air filtration with condensate sterilization for emission-free sterilization of infectious pathogens equipped with filter cartridge of 0.2µm pore size, with easy access for replacement

Autoclave equipped for pre-vacuum and flash cycles and post vacuum through vacuum pump
Safety valves, overpressure relief valve
Low water level interrupt
Over-temperature, -pressure protection limiter
Lid interlock
Alarm, audible with display on dysfunction
All information on alarm should be based on a code with message/message
Even with a total control failure, all mechanical safety features must be left intact
Electric needs
Supply voltage:160-260V,AC, 50/60 Hz, plug type adapted to the India or three phase 380 V, 50 Hz
Consumption: up to 4.5 kW
16A fuses
Re-settable over-current breaker fitted for protection
Conform to electrical safety IEC-60601-1and/or IEC 61010, UL 61010-1, EN 61010-1
Manufacturer's Certificate
The manufacturer must have a management system certified to ISO 9001
Certificates for design and safety regulations
Quality and Safety standards met by the product offered have to be listed and copies of the certificates issued by the authorized agencies to be enclosed for verification
One certificate should state that the autoclave has been calibrated at the factory.
Accessories:
Steel stand, appropriately coated for corrosion protection or made from stainless steel 304
In areas with possible earth quakes, this stand must be designed to meet the seismic requirements according to the zone assignment
Three nos. SS wire tray SS 316/316Ti, at least two nos. can fit in the autoclave at the same time.
Tool to open the autoclave in case of electricity break down (if needed)
Biological indicator B.Stearothermophilus Spores ATCC # 7973 strips USP with shelf life of 2 years (min.100 nos.)
Operation and Maintenance Manual: Operation/Maintenance/Service manuals in English to be provided for each unit delivered
Installation and Maintenance: Each bidder has to install the delivered equipment by certified or qualified personnel. The detailed installation prerequisites have to be communicated to the purchaser in advance. A detailed instruction of the laboratory personnel on use, function and maintenance of the equipment (user training) as well as a comprehensive maintenance plan is part of this procurement. The cost of the maintenance plan should be defined and guaranteed over the period of warranty
The supplier shall have a functioning after-sale-service in India covering the whole country, including adequate infrastructure, competent and adequately staffed personnel with adequately provisioned spare part store allowing to respond to any complaints and to repair within 7 days /replace the Autoclave within 14 days of receipt of complaint.
Validation: The supplier would carry out IQ/OQ/PQ as per laid down protocols and provide documentations at the time of installation/ commissioning

Standard Maintenance Tools:
All standard accessories, consumables, parts required for the proper operation shall be included in the offer. Each bidder has to specify the quantity in its offer of every item or items not specified above.
Spare Parts:
Set of autoclave internal fuses (if any)
Spare filters to be provided
Sealing ring for lid
Each autoclave should be accompanied by an authorized list of accessories and spare parts
Packing data: Packing data are not necessarily part of the bidding process, but are needed for shipment and customs declaration
Net weight
Gross weight
Dimensions (W x H x D) in cm
Appliances must be transported upright
Customs/Excise Tariff Number
Warranty: 3 years, warranty for pressure vessel and valves at least 5 years, for heating elements at least 3 years Warranty starts after successfully carrying out validation at the site and should include annual calibration of Temperature and Pressure.
Remarks: The design and workmanship of equipment offered, including power supply, has to be suited to operate properly and continuously under the climatic conditions in India, especially humidity (e.g. $\leq 90\%$ at 35°C), permissible ambient temperature (e.g. $+5^{\circ}\text{C}$ to $+45^{\circ}\text{C}$), protection against fungi, and possible spikes in the electric network.

Schedule VI : Autoclaves (Vertical)

Description of function and use:
Autoclaves are used for sterilization of infectious materials or for sterilization of clean materials.
MAIN SPECIFICATIONS:
Vertical autoclave, universal basic version for microbiological standard laboratory to sterilize liquids, instruments, glassware, plastic articles or general infectious waste; made up of 316/316Ti stainless steel
Double walled construction; chamber, with hinged door for up down movement, door frame, bolts made of corrosion resistant material and able to prevent stress cracking
Vessel should be as per ASME, EN-13060-2/ EN-13445:2009 and EN 12953 for steam boiler with class B sterilization
Chamber volume, ≥ 70 L
Heating device (steam generator) horizontally mounted at the bottom of the chamber with minimal water volume (4 - 7 litre)
Air being removed by vacuum displacement
Low water level cut-out device
Fast safety lid lock
Lid lock by a circumferential, durably heat and pressure resistant seal
Control lock-out switch that prevents starting a cycle if the door is not locked safely
Control that prevents opening the door until chamber is depressurized
Temperature dependent door-locking system
Automatic water feed, connection to a demineralised water supply
Max. operating pressure at least up to 2.5 bar
Temperature range between 121-135 °C
Sterilization timer 0 to 60 minutes
A visual chamber gauge, that easily identifies pressure in the chamber, must be accessible to the operator as a back-up to the control read out, when no electrical power will be available
Microcomputer control system
The control panel should be mounted so that the sensitive components to steam and heat are protected.
LCD display showing: <ul style="list-style-type: none"> - temperature - steam pressure - sterilization time - stage of cycle - alarm information
Pre-selection of languages for menu-presented instructions at least English
Protected keyboard
At least 4 program presetting, two for liquids, one for solids, one for waste
Load capacity: approx. 25 kg waste or 25 kg solid or 20 liter liquid
Batch documentation; built in printer satisfying GLP and SOP requirements, batch number, date, temperature, pressure and sterilization phase and/or storage device, RS-232
Autoclave equipped for pre-vacuum and flash cycles and post vacuum through vacuum pump
Safety valves, overpressure relief valve

Low water level interrupt
Over-temperature, -pressure protection limiter
Lid interlock
Alarm, audible with display on dysfunction
All information on alarm should be based on a code with message/message
Even with a total control failure, all mechanical safety features must be left intact
Electric needs
Supply voltage: 160-260V, AC, 50/60 Hz, plug type adapted to the country or three phase 380 V, 50Hz
Consumption: upto 4.5 kW
16A fuses
Re-settable over-current breaker fitted for protection
Conform to electrical safety IEC-60601-1 and/or IEC 61010, UL 61010-1, EN 61010-1
Manufacturer's Certificate
The manufacturer must have a management system certified to ISO 9001
Certificates for design and safety regulations
Quality and Safety standards met by the product offered have to be listed and copies of the certificates issued by the authorized agencies to be enclosed for verification
One certificate should state that the autoclave has been calibrated at the factory.
Accessories:
Steel stand, appropriately coated for corrosion protection or made from stainless steel SS304
In areas with possible earth quakes, this stand must be designed to meet the seismic requirements according to the zone assignment
Three stainless steel wire baskets, diameter and height adjusted that two fit into the autoclave at the same time.
Two stainless steel wire baskets, diameter and height adjusted that one fits into the autoclave
Three stainless steel buckets with lid, diameter and height adjusted that two fit into the autoclave at the same time
Two stainless steel buckets with lid, diameter and height adjusted so that one fits into the autoclave
Biological indicator B.Stearothermophilus Spores Strips USP with a shelf life of 2 years (min.100 nos.)
Tool to open the autoclave in case of electricity break down (if needed)
Operation and Maintenance Manual: Operation/Maintenance/Service manuals in English to be provided for each unit delivered
Installation and Maintenance: Each bidder has to install the delivered equipment by certified or qualified personnel. The detailed installation prerequisites have to be communicated to the purchaser in advance. A detailed instruction of the laboratory personnel on use, function and maintenance of the equipment (user training) as well as a comprehensive maintenance plan is part of this procurement. The cost of the maintenance plan should be defined and guaranteed over the period of warranty
The supplier shall have a functioning after-sale-service in India covering the whole country, including adequate infrastructure, competent and adequately staffed personnel with adequately provisioned spare part store allowing to respond to any complaints and to repair

<p>within 7 days /replace the Autoclave within 14 days of receipt of complaint. Validation: The supplier will carry out IQ/OQ/PQ as per pre-defined protocols and provide the documentation at the time of installation/ Commissioning</p>
<p>Standard Maintenance Tools:</p>
<p>All standard accessories, consumables, parts required for the proper operation shall be included in the offer. Each bidder has to specify the quantity in its offer of every item or items not specified above.</p>
<p>Spare Parts:</p>
<p>Set of autoclave internal fuses (if any)</p>
<p>Filters</p>
<p>Sealing ring for lid</p>
<p>Each autoclave should be accompanied by an authorized list of accessories and spare parts</p>
<p>Packing data: Packing data are not necessarily part of the bidding process, but are needed for shipment and customs declaration</p>
<p>Net weight</p>
<p>Gross weight</p>
<p>Dimensions (W x H x D) in cm</p>
<p>Appliances must be transported upright</p>
<p>Customs/Excise Tariff Number</p>
<p>Warranty: 3 years, warranty for pressure vessel and valves at least 5 years, for heating elements at least 3 years Warranty starts after successful validation at the site and should include calibration of temperature and pressure annually..</p>
<p>Remarks: The design and workmanship of equipment offered, including power supply, has to be suited to operate properly and continuously under the climatic conditions in India, especially humidity (e.g. $\leq 90\%$ at 35°C), permissible ambient temperature (e.g. $+5^{\circ}\text{C}$ to $+45^{\circ}\text{C}$), protection against fungi, and possible spikes in the electric network.</p>

STANDARD REQUIREMENTS

The following requirements with regard to inspection, quality, packing, warranty, maintenance and related services shall commonly apply to all the goods in all the Schedules:

i. INSPECTION OF THE GOODS

All goods shall be subject to inspection and testing by SAMS or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by SAMS.

If any inspection or test is made on the premises of Vendor or its supplier, the Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Vendor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Vendor or supplier.

Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Vendor of any of its warranties or the performance of any obligations under the Contract.

ii QUALITY CERTIFICATION

Where ever appearing in the bid document, the "CE certificate" shall be read as: CE mark for *conformité européenne*, (French for "European conformity").

iii. PACKING & LABELLING

Packing & Labeling shall follow the standard norms for such equipment. However, details thereof shall be specified at the time of issue of contract to the successful bidder(s).

iv. WARRANTY

Unless specified otherwise, warranty shall always be for a period of **three (3) years** from the date of acceptance of the goods. During warranty, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work

v. MAINTENANCE

- a. CMC shall be for **five (5)** years following expiry of warranty, unless specified otherwise.
- b. During CMC, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work.
- c. Subject to (b) above, CMC services shall be provided at the site of the equipment, within the prescribed response time.

Note :-

1. Functional demonstration of all the offered goods shall be required to be arranged by the bidder, at his cost, before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Bid Evaluation Committee.

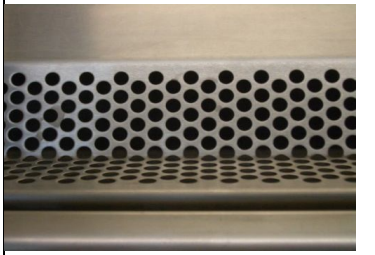
2. Please note that the functional demonstration of the equipment is purely at the discretion of the Bid Evaluation Committee and its input shall be treated as supplementary / corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid.

Comparative Data Table

Bidders must complete the right column of the below table and the compliance confirmation statement.

Schedule I : Biosafety Cabinet Class II Type A2 with UPS as per specifications

MANUFACTURER:	Compliance with offered equipment / Deviation if any
Type / Model	
Country of Origin	
MAIN SPECIFICATIONS:	
<ul style="list-style-type: none"> • The BSC should meet the requirements of ClassIIA2 NSF49 or Class II EN12469, specifically with inward air flow (≥ 0.40 according to EN 12469:2000 and/or ≥ 0.50 m/s according to NSF 49:2004) 	
<ul style="list-style-type: none"> • External height ≤ 2200 mm including support stand allowing an available space of at least 400 mm from the top of the BSC to the ceiling. The 400 mm over the BSC is available to measure air velocity above the exhaust filter and to have enough space for change of filter and for ducting and/or a thimble connection to outlet. 	
<ul style="list-style-type: none"> • Internal working area approximately: BSC 120 cm (4 feet versions): width 1150 x depth 630 x height 650-750 mm 	
<ul style="list-style-type: none"> • Internal finish of 304 grade stainless steel, removable, seamless, dished work surface with lift out knobs. 	
<ul style="list-style-type: none"> • Epoxy coated steel exterior 	
<ul style="list-style-type: none"> • Fully closing, clear 1/4" tempered safety glass sash with two sash handles, counterbalanced ,anti racking mechanism ;and 10°slope 	
<ul style="list-style-type: none"> • High optical transmission, but absorption of UV light, minimal reflection 	
<ul style="list-style-type: none"> • Working aperture: ≥ 170 mm measured from work surface to the bottom of the sash window 	
<ul style="list-style-type: none"> • Maximal lifting height of front window > 500 mm 	
<ul style="list-style-type: none"> • Ability for locking the window hermetically for gaseous disinfection for filter decontamination 	
<ul style="list-style-type: none"> • Single piece working surface with integrated (V –) shaped front air grill 	

<p>➤</p>	
<p>Noise pressure level ≤ 60 dB(A)</p>	
<p>Internal fittings</p>	
<ul style="list-style-type: none"> • 2 plugs, 230 ± 10 V, AC, 50 Hz protected with separate T 5 A (slow blow) fuse Voltage and plugs adapted to those used in India. 	
<ul style="list-style-type: none"> • Flicker-free, low-glare, warm colored light, > 1000 lux 	
<ul style="list-style-type: none"> • UVC light of 254 nm wave length, 30 W with hour counter, with interlock with white light so that the UVC light can be switched on only when the white light source is switched off 	
<ul style="list-style-type: none"> • Control display on the BSC front 	
<ul style="list-style-type: none"> • Electrical control / indicators 	
<ul style="list-style-type: none"> • Electronic fan control /Electrically commutated motor technology 	
<ul style="list-style-type: none"> • Flow meter for air inflow velocity 	
<ul style="list-style-type: none"> • Flow indicator/meter for air downflow velocity 	
<ul style="list-style-type: none"> • Operating hours indicator (counter) 	
<ul style="list-style-type: none"> • UV light timer 	
<p>Filter and flow conditions</p>	
<ul style="list-style-type: none"> • Pre-filter construction preferred: Easy accessible, filter change without tools preferred 	
<p>HEPA filter (exhaust air filter), classification at least H14, conform EN 1822, metal framed</p>	
<p>➤ Air downflow velocity: NSF49-2002: requires the compliance to the manufacturers' set points or down flow velocity with a deviation of 0.025m/s from nominal set point. EN 12469: Air flow velocity should be $> 0.25 - < 0.50$ m/s and is defined by the manufacturer according to the construction. Additionally no individual measurement should differ more than 20% of the value requested by the manufacturer within the limits given</p>	
<ul style="list-style-type: none"> • Air circulation volume flow: For a BSC 120 cm (4 feet version): $700 - 1200$ m³/h 	<p>Modify according to the BSC dimensions</p>
<ul style="list-style-type: none"> • Influx air velocity: According to NSF 49: The average airflow velocity at front aperture should be 0.51 m/s for Class A2 	

EN 12469 does not differentiate between Class II BSC. The average airflow velocity at front aperture should be at least ≥ 0.4 m/s, according to manufacturers' specifications	
<ul style="list-style-type: none"> • Exhaust volume air flow/fresh air flow inward ○ For a BSC 120 cm (4 feet version): Volume air flow 300-600 m³/h 	Modify according to the BSC dimensions
<ul style="list-style-type: none"> • Blower system should be able to maintain the airflow within a minimum window (narrow limits) on voltage fluctuations. Data should be made available. 	
<ul style="list-style-type: none"> • Alarms, visible and audible, for any unsafe condition of the BSC (e.g. airflow, window position, hard- and/or software errors) should be a built in feature with the possibility to shut down alarm for cleaning and maintenance. 	
<ul style="list-style-type: none"> • Thimble connection and Ducting (individual ducting, length of ducting should be specific to site) of BSC along with required capacity of extractor fan and accessories required for ducting 	
Please Refer Annex A (i) and (ii) for installation and pre requisites before installing BSCs	
Electric needs	
<ul style="list-style-type: none"> • Supply voltage: 160-260V, AC, 50/60 Hz Voltage and plugs adapted to those used in India. 	
<ul style="list-style-type: none"> • Lead fuse T 16 A (slow blow) or circuit breaker B 16. The electrical regulations valid in India as well as the relevant connection conditions are required 	
Power consumption for cabinet: approximately 3. For a BSC 120 cm (4 feet version): 600 W 4. Power consumption for plugs inside: approx. 1000 W BSCs with low energy consumption are preferred.	
<ul style="list-style-type: none"> • A compatible UPS should be supplied along with the BSC. The detail specification is given separately. 	
<ul style="list-style-type: none"> • Conform to electrical safety IEC-60601-1 and/or IEC 61010, UL 61010-1, EN 61010-1 	
<ul style="list-style-type: none"> • Protection class in accordance with EN 60529 	
<ul style="list-style-type: none"> • Circuit radio interference free in accordance with EN 55 014(Desirable) 	

Uninterrupted Power Supply with battery pack for BSC

MANUFACTURER:	Compliance with offered equipment / Deviation if any
Type / Model	
Country of Origin	
MAIN SPECIFICATIONS:	
Compatible, microprocessor controlled, line interactive, on line continuous transducer UPS, with back-up of 30 minutes	
Booster function to regulate up voltage brake down to 160 V	
Buck function to regulate down voltage increase up to 280 V	

Filter to protect against voltage spikes	
Protection against overload and short circuit	
Advanced battery check for automated periodic battery inspection	
Indicators for status like normal function, net down, working on battery, loading battery, battery capacity	
Sleep mode if consumer is shut off	
Power: 160-280V,AC, 50 Hz or 60 Hz (+/- 10 %) with automatic recognition	
Battery, maintenance-free, automatic shut off before reaching the level of discharge from which recharging to the original capacity will not be possible any more (deep discharge).	
Time for recharging: approx. 4 hours to reach at least 90% of total capacity	
Outlet voltage: 230V ± 10V, AC, 50 or 60 Hz ± 0.5 %	
Changeover time: <5 msec	
Efficiency coefficient approx. 98 %, on battery >85%	
Noise at 1 m distance < 48 dB[A]	
Permissible ambient temperature/relative humidity: 0 – 40 °C/≤ 95 % (not condensing)	
Electric needs	
Supply voltage: 160-260V, AC, 50/60 Hz, Voltage and plugs adapted to those used in India.	
Consumption: approx.1500 W (depending on the model chosen)	
Protection class in accordance with EN 60529	
Circuit radio interference free in accordance with EN 55 014	

Schedule II : Bacteriologic Incubator

MANUFACTURER:	Compliance with offered equipment / Deviation if any
Type / Model	
Country of Origin	
MAIN SPECIFICATIONS:	
• Chamber made of stainless steel 316L, easy to clean	
• Housing, corrosion resistant	
• Double doors, double lock	
• Inner doors security toughened glass	
• Volume of interior housing ≥ 300 L corresponding to a capacity of about 1000-1100 TB culture tubes.	
• Designed especially for temperatures up to +60 °C, optimized for living cultures at 37 °C	
• Temperature variation at +37 °C ± 0.5 °C	
• Temperature range +10 °C (at least 5 °C above ambient temperature) to +60 °C	
• Adjustable over-temperature protection controller, TWW protection class 3.1 or electronic temperature limiter TWB protection class	
• Uniformity should be ≤ 0.5 °C and accuracy should be 0.5 degree C	
• Two high grade temperature sensors (class A) with mutual monitoring and taking over performance at same working temperature	
• Adjustable air flap for preheated fresh air intake	
• Vent connection with restrictor flap	
• Digital Display of temperature	
• Alarm, audible with display on dysfunction	
• Function signals for operating mode	
• Optional: Long term logging (ring store) internal memory to save temperature and error states, with time stamp to the minute	
• Optional: Serial RS 232 interface with software for read out of data with PCL3-compatible printer	
Electric needs	
• Supply voltage:160-260V AC, 50/60 Hz;	
• Plugs adapted to those used in India.	
• Consumption: approx. 2000 W	
• Conform to electrical safety IEC-60601-1 and/or IEC 61010, UL 61010-1, EN 61010-1	
• Protection class in accordance with EN 60529	
• Circuit radio interference free in accordance with EN 55 014(Desirable)	

Schedule III : Refrigerated Centrifuge with UPS as per specifications

MANUFACTURER:	Compliance with offered equipment / Deviation if any
Type / Model	
Country of Origin	
MAIN SPECIFICATIONS:	
• Metal housing, chamber stainless steel	
• Cooling capacity at maximum speed at +4°C	
• Pre-cooling	
• Induction motor, brushless drive	
• Rotor with swing out buckets, at least 4 positions	
• Rotor buckets with aerosol tight, transparent, clipping lids/ screw cap	
• Inserts for buckets adapted to 50 ml centrifuge tubes, conical	
• Capacity: 16 or more tubes x 50 ml	
• Max. revolutions per minute (RPM) 4000-4500	
• Relative centrifugal force (RCF) 3000-3400	
• Noise level at maximum speed should be up to 65 dB(A)	
• Programmable for all parameters (switchable between RCF/RCF) of a run, large display	
• Soft start and different acceleration levels (1-9), different braking levels (1-9) and brake force cut off	
• Input / recall of programs, storage positions at least 20	
• LCD display (protected against splash of liquids) for indication of run time, speed (rpm) or rcf (after entering centrifugation radius) switchable, actual temperature, time left to finish run	
• Imbalance switch-off	
• Motor overheating protection	
• Chamber overheating protection	
• Rotor recognition for appropriate over speed protection	
• Safety lock of lid during run and as long as the rotor is moving	
• Arrangement for mechanical opening of lid if there is current black out	
• A compatible UPS of adequate power capacity should be supplied along with the Centrifuge. The detail specification given separately	
Electric needs	
• Supply voltage:160-260V, AC, 50/60 Hz, plug type adapted India	
• Consumption: 1500 - 1800 W	
• Conform to electrical safety IEC-60601-1 and/or IEC 61010, UL 61010-1, EN 61010-1	
• Excess-voltage category II	
• Protection class in accordance with EN 60529	
• Circuit radio interference free in accordance with EN 55 014(Desirable)	

Uninterrupted Power Supply with battery pack for Centrifuge

MANUFACTURER:	Compliance with offered equipment / Deviation if any
Type / Model	
Country of Origin	
MAIN SPECIFICATIONS:	
<ul style="list-style-type: none"> • UPS microprocessor controlled, line interactive, on line continuous transducer, 20 minutes 	
<ul style="list-style-type: none"> • Booster function to regulate up voltage break down from 160 V 	
<ul style="list-style-type: none"> • Buck function to regulate down voltage increase up to 280 V 	
<ul style="list-style-type: none"> • Filter to protect against voltage spikes 	
<ul style="list-style-type: none"> • Protection against overload and short circuit 	
<ul style="list-style-type: none"> • Advanced battery check for automated periodic battery inspection 	
<ul style="list-style-type: none"> • Indicators for status like normal function, net down, working on battery, loading battery, battery capacity 	
<ul style="list-style-type: none"> • Sleep mode if consumer is shut off 	
<ul style="list-style-type: none"> • Power: 160-280V, AC, 50 - 60 Hz (+/- 10 %) with automatic recognition Battery, maintenance-free, automatic shut off before reaching the level of discharge from which recharging to the original capacity will not be possible any more (deep discharge). 	
<ul style="list-style-type: none"> • Time for recharging: approx. 4 hours to reach at least 90% of total capacity 	
<ul style="list-style-type: none"> • Outlet voltage: 230V ±10V, AC, 50-60 Hz +/- 0.5 % 	
<ul style="list-style-type: none"> • Changeover time: <5 m sec 	
<ul style="list-style-type: none"> • Efficiency coefficient approx. 98 %, on battery >85% 	
<ul style="list-style-type: none"> • Noise at 1 m distance < 48 dB[A] 	
Electric needs	
<ul style="list-style-type: none"> • Supply voltage: 160-260V, AC, 50/60 Hz, 	
<ul style="list-style-type: none"> • Voltage and plugs adapted to those used in India. 	
<ul style="list-style-type: none"> • Consumption: approx.3000VA or higher (should be Compatible for model being quoted) 	
<ul style="list-style-type: none"> • Protection class in accordance with EN 60529 	
<ul style="list-style-type: none"> • Circuit radio interference free in accordance with EN 55 014 (Desirable) 	

Schedule IV : Inspissator

MANUFACTURER:	Compliance with offered equipment / Deviation if any
Type / Model	
Country of Origin	
MAIN SPECIFICATIONS:	
<ul style="list-style-type: none"> The whole undersurface of the tray should be in contact with water at a constant temperature which ensures that the temperature of the universal bottles with Media is also constant 	
<ul style="list-style-type: none"> Robust durable design with digital temperature control 	
<ul style="list-style-type: none"> Tray, Tank and outer case made of polished stainless steel 	
<ul style="list-style-type: none"> Working Temperature: 85°C 	
<ul style="list-style-type: none"> Temperature Range: +5°C-100°C 	
<ul style="list-style-type: none"> Uniformity: ±0.7°C(tray) 	
<ul style="list-style-type: none"> The surface of the tray should be a series of sloping steps and should hold up to ≥ 350 test tubes (16mm diameter, length 150mm) or universal bottles. 	
<ul style="list-style-type: none"> Automatic temperature control and regulation 	
<ul style="list-style-type: none"> The temperature of the water under the tray should be controlled by a digital immersion thermostat for accuracy and reproducibility of set temperature. 	
<ul style="list-style-type: none"> The control unit should be mounted on a bridge plate over one end of the bath, from which heater; stirrer and temperature sensors project down into the bath. 	
<ul style="list-style-type: none"> Over-temperature protection, fixed cut-off 	
<ul style="list-style-type: none"> Heat up time: 20 to 85°C; 3.5 hours 	
<ul style="list-style-type: none"> Display: LED 	
<ul style="list-style-type: none"> Tank Capacity: 45 liters 	
<ul style="list-style-type: none"> The constant level device should be fitted to maintain the water level despite evaporation losses. 	
<ul style="list-style-type: none"> Should include a blanket which is placed over the containers to exclude draughts and a quilted cover provides thermal Insulation: both blanket and quilt should be made from insect resistant materials. 	
<ul style="list-style-type: none"> Alarm audible with display in dysfunction 	
ELECTRIC REQUIREMENTS:	
<ul style="list-style-type: none"> Heater power: 1.3Kw , 230 V 	
<ul style="list-style-type: none"> Electrical power: 1.4 Kw, 230 ± 10V, AC, 50/60 Hz 	
<ul style="list-style-type: none"> Voltage and plugs adapted to those used in India 	
<ul style="list-style-type: none"> Conform to electrical safety IEC-60601-1and /or IEC 61010, UL 61010-1, EN 61010-1 	
<ul style="list-style-type: none"> Protection class in accordance with EN 60529 	
<ul style="list-style-type: none"> Circuit radio interference free in accordance with EN 55 014(Desirable) 	

Schedule V : Autoclaves (Horizontal)

MANUFACTURER:	Compliance with offered equipment / Deviation if any
Type / Model	
Country of Origin	
MAIN SPECIFICATIONS:	
<ul style="list-style-type: none"> • Horizontal autoclave, universal basic version for microbiological standard laboratory to sterilize liquids, instruments, glassware, plastic articles or general infectious waste 	
<ul style="list-style-type: none"> • Double walled construction with re-inforce chamber made 316/316Ti stainless steel 	
<ul style="list-style-type: none"> • Vessel should be as per ASME, EN-13445 and EN 12953 for steam boiler with class B sterilization 	
<ul style="list-style-type: none"> • Chamber volume, minimum 40 L 	
<ul style="list-style-type: none"> • The reservoir volume should be 4-6ltrs 	
<ul style="list-style-type: none"> • Air being removed by upward displacement 	
<ul style="list-style-type: none"> • Automatic water feed, connection to a demineralised water supply 	
<ul style="list-style-type: none"> • Integrated pump to equalize pressure variations in external supply lines 	
<ul style="list-style-type: none"> • Automatic level control before, during and after the sterilization cycle 	
<ul style="list-style-type: none"> • Low water level cut-out device 	
<ul style="list-style-type: none"> • Fast safety lid lock system. 	
<ul style="list-style-type: none"> • Lid lock by a circumferential, durably heat and pressure resistant seal 	
<ul style="list-style-type: none"> • Control lock-out switch that prevents starting a cycle if the door is not locked safely 	
<ul style="list-style-type: none"> • Control that prevents opening the door until chamber is depressurized 	
<ul style="list-style-type: none"> • Temperature dependent door-locking system according to international standard 	
<ul style="list-style-type: none"> • Max. operating pressure at least up to 2.25 bar 	
<ul style="list-style-type: none"> • Temperature range between 121-135 °C 	
<ul style="list-style-type: none"> • Sterilization timer 1 to 60 minutes 	
<ul style="list-style-type: none"> • A visual chamber gauge, that easily identifies pressure in the chamber, must be accessible to the operator as a back-up to the control read out, when no electrical power will be available 	
<ul style="list-style-type: none"> • Microcomputer control system 	
<ul style="list-style-type: none"> • The control panel should be mounted so that the sensitive components to steam and heat are protected. 	
<ul style="list-style-type: none"> • LCD display showing: 	
<ul style="list-style-type: none"> • temperature 	
<ul style="list-style-type: none"> • steam pressure 	
<ul style="list-style-type: none"> • sterilization time 	
<ul style="list-style-type: none"> • stage of cycle 	

<ul style="list-style-type: none"> • alarm information 	
<ul style="list-style-type: none"> • Pre-selection of languages for menu-presented instructions at least English 	
<ul style="list-style-type: none"> • Protected keyboard 	
<ul style="list-style-type: none"> • At least 4 program presetting, two for liquids, one for solids, one for waste 	
<ul style="list-style-type: none"> • Load capacity: minimum 5 kg waste or 5 kg solid or 5 litre liquid 	
<ul style="list-style-type: none"> • Batch documentation; built in printer satisfying GLP and SOP requirements, batch number, date, temperature, pressure and sterilization phase and/or storage device, RS-232 Data Logger complying with FDA 21CFR Part 11 	
<ul style="list-style-type: none"> • Exhaust air filtration with condensate sterilization for emission-free sterilization of infectious pathogens equipped with filter cartridge of 0.2µm pore size, with easy access for replacement 	
<ul style="list-style-type: none"> • Autoclave equipped for pre-vacuum and flash cycles and post vacuum through vacuum pump 	
<ul style="list-style-type: none"> • Safety valves, overpressure relief valve 	
<ul style="list-style-type: none"> • Low water level interrupt 	
<ul style="list-style-type: none"> • Over-temperature, -pressure protection limiter 	
<ul style="list-style-type: none"> • Lid interlock 	
<ul style="list-style-type: none"> • Alarm, audible with display on dysfunction 	
<ul style="list-style-type: none"> • All information on alarm should be based on a code with message/message 	
<ul style="list-style-type: none"> • Even with a total control failure, all mechanical safety features must be left intact 	
<p>Electric needs</p>	
<ul style="list-style-type: none"> • Supply voltage:160-260V,AC, 50/60 Hz, plug type adapted to the India or three phase 380 V, 50 Hz 	
<ul style="list-style-type: none"> • Consumption: up to 4.5 kW 	
<ul style="list-style-type: none"> • 16A fuses 	
<ul style="list-style-type: none"> • Re-settable over-current breaker fitted for protection 	
<ul style="list-style-type: none"> • Conform to electrical safety IEC-60601-1and/or IEC 61010, UL 61010-1, EN 61010-1 	

Schedule VI : Autoclaves (Vertical)

MANUFACTURER:	Compliance with offered equipment / Deviation if any
Type / Model	
Country of Origin	
MAIN SPECIFICATIONS:	
<ul style="list-style-type: none"> • Vertical autoclave, universal basic version for microbiological standard laboratory to sterilize liquids, instruments, glassware, plastic articles or general infectious waste; made up of 316/316Ti stainless steel 	
<ul style="list-style-type: none"> • Double walled construction; chamber, with hinged door for up down movement, door frame, bolts made of corrosion resistant material and able to prevent stress cracking 	
<ul style="list-style-type: none"> • Vessel should be as per ASME, EN-13060-2/ EN-13445:2009 and EN 12953 for steam boiler with class B sterilization 	
<ul style="list-style-type: none"> • Chamber volume, ≥ 70 L 	
<ul style="list-style-type: none"> • Heating device (steam generator) horizontally mounted at the bottom of the chamber with minimal water volume (4 - 7 litre) 	
<ul style="list-style-type: none"> • Air being removed by vacuum displacement 	
<ul style="list-style-type: none"> • Low water level cut-out device 	
<ul style="list-style-type: none"> • Fast safety lid lock 	
<ul style="list-style-type: none"> • Lid lock by a circumferential, durably heat and pressure resistant seal 	
<ul style="list-style-type: none"> • Control lock-out switch that prevents starting a cycle if the door is not locked safely 	
<ul style="list-style-type: none"> • Control that prevents opening the door until chamber is depressurized 	
<ul style="list-style-type: none"> • Temperature dependent door-locking system 	
<ul style="list-style-type: none"> • Automatic water feed, connection to a demineralised water supply 	
<ul style="list-style-type: none"> • Max. operating pressure at least up to 2.5 bar 	
<ul style="list-style-type: none"> • Temperature range between 121-135 °C 	
<ul style="list-style-type: none"> • Sterilization timer 0 to 60 minutes 	
<ul style="list-style-type: none"> • A visual chamber gauge, that easily identifies pressure in the chamber, must be accessible to the operator as a back-up to the control read out, when no electrical power will be available 	
<ul style="list-style-type: none"> • Microcomputer control system 	
<ul style="list-style-type: none"> • The control panel should be mounted so that the sensitive components to steam and heat are protected. 	
<ul style="list-style-type: none"> • LCD display showing: <ul style="list-style-type: none"> - temperature - steam pressure - sterilization time - stage of cycle 	

- alarm information	
• Pre-selection of languages for menu-presented instructions at least English	
• Protected keyboard	
• At least 4 program presetting, two for liquids, one for solids, one for waste	
• Load capacity: approx. 25 kg waste or 25 kg solid or 20 liter liquid	
• Batch documentation; built in printer satisfying GLP and SOP requirements, batch number, date, temperature, pressure and sterilization phase and/or storage device, RS-232	
• Autoclave equipped for pre-vacuum and flash cycles and post vacuum through vacuum pump	
• Safety valves, overpressure relief valve	
• Low water level interrupt	
• Over-temperature, -pressure protection limiter	
• Lid interlock	
• Alarm, audible with display on dysfunction	
• All information on alarm should be based on a code with message/message	
• Even with a total control failure, all mechanical safety features must be left intact	
Electric needs	
• Supply voltage: 160-260V, AC, 50/60 Hz, plug type adapted to the country or three phase 380 V, 50Hz	
• Consumption: upto 4.5 kW	
• 16A fuses	
• Re-settable over-current breaker fitted for protection	
• Conform to electrical safety IEC-60601-1 and/or IEC 61010, UL 61010-1, EN 61010-1	

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

YES / NO

ANY DEVIATIONS MUST BE LISTED BELOW:

4. Drawings

These Bidding Documents includes no drawings.

5. Inspections and Tests

The Vendor shall get the Goods inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/warranty certificate that the Goods conform to laid down specifications.

SAMS or its representative shall inspect and/or test any or all item of the Goods to confirm their conformity to the Contract, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the Goods on receipt at destination.

If the Goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective Goods to the satisfaction of the Purchaser.

SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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Application

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

2. Use of contract documents and information

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

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

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

3. Patent Rights

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

4. Country of Origin

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

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

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

5. Performance Security

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

days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

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

a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled commercial bank in India or Bank Guarantee issued by a Scheduled commercial bank in India, in the prescribed form as provided in Section VI of this document in favour of the purchaser. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any Scheduled bank in India. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period from the notification of Award up to 2 months beyond Warranty Period.

5.3 In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.

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

5.5 Subject to GCC sub - clause 5.3 above, the purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

6. **Technical Specifications and Standards**

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

7. **Packing and Marking**

7.1 The packing for the goods to be provided by the supplier should be 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. 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, 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 authorized 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.
- 8.2 The Technical Specification and Quality Control and Sampling 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 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 for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch 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-dispatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

9. Terms of Delivery

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

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:
Unless otherwise mentioned in SCC, the supplier shall follow the instructions mentioned below:

In case of FOB/FAS contracts, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination and Officer, Ministry of Surface Transport, New Delhi, India. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least six weeks in advance for finalizing the shipping arrangement, through Fax/e-mail and courier, to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Surface Transport, Government of India, New Delhi. Within three weeks of receipt of the advance notice, as above, the said Chief Controller of Chartering, Shipping Coordination Officer will advise the supplier, through Fax/e-mail and courier when and on board what vessels, these goods or such part thereof are to be delivered.

If the advice for shipping arrangement is not furnished to the supplier within three weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than fifteen days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the purchaser.

Where the supplier is required under the contract to deliver the goods on FOB/FAS basis and to arrange on behalf and at the expense of the purchaser for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the supplier may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the purchaser.

Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight,

demurrage of vessels and any other charges, whatsoever incurred by the purchaser.

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. Where the supplier is required under the contract to deliver the goods under CIF/CIP 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.

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.

10.3 In the case of FOB/FCA contract, the date of issue of the Bill of Lading/Air Way Bill shall be considered the date of delivery.

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) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.
- iii) Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.
- iv) in case of supply of domestic goods on Delivery Duty Paid (DDP) basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained

by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

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 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 before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

13. Incidental services

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

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

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

The supplier shall send all the relevant dispatch documents well in time to the purchaser to enable the purchaser 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 dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and

also supply the following documents to them by registered post / speed post (or as instructed in the contract):

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

B) For goods imported from abroad

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

- i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii) 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) Certificate of Analysis issued by the manufacturer's Quality Control Laboratory
- v) Insurance Certificate;
- vi) Manufacturer's/Supplier's warranty certificate;
- vii) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- viii) Manufacturer's own factory inspection report;
- ix) Certificate of origin
- x) Port of Loading;
- xi) Port of Discharge and
- xii) Expected date of arrival.

15. **Warranty**

15.1 The supplier warrants comprehensively that the goods supplied under the contract are 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 specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 This warranty for the product/accessories would prevail as included in Technical specification. However wherever not specified it shall remain valid for 36 months after the goods or any portion thereof as the case may be, have been delivered to

the final destination and accepted by the purchaser in terms of the contract, unless specified otherwise in the SCC.

- 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.
- 15.4 Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period , if specified in the SCC) 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.
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of thirty six (36) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period , if specified in the SCC), 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.

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, the supplier shall convey its views to the purchaser within twenty-one days from the date of the supplier's receipt of the purchaser'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 authorized 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 The detailed terms and mode of payment shall be as provided in the SCC.
- 21.2 Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
- 21.3 The payment shall be made in Indian rupees.
- 21.4 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.
- 21.5 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 have been fulfilled as required under the contract.
- 21.6 The important documents, which the supplier is to furnish while claiming payment, are:-
- i) Original invoice
 - ii) Bill of lading/Airway Bill/ Rail Receipt or any other dispatch document issued by a government agency (like postal department) or any other agency authorised by the concerned Ministry/ Department.
 - iii) Packing list identifying contents of each package;
 - iv) Manufacturer's/Supplier's warranty certificate;
 - v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
 - vi) Manufacturer's own factory inspection test certificate

- vii) Certificate of Analysis issued by the manufacturer's Quality Control Laboratory.
 - viii) Certificate of country of origin of the goods.
 - ix) Port of Loading and Port of Discharge as applicable.
 - x) Consignee's receipt certificate confirming receipt and acceptance of goods
 - xi) Any other document specified.
- 21.7 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges/recoveries as per terms & conditions of contract.
- 21.8 The supplier shall not claim any interest on payments under the contract.
- 21.9 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 / Contractor at rates as notified from time to time.
- 21.10 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the purchaser, 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 forthwith.
- 21.11 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 dispatch 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:
 - e) "I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.
22. Delay in the supplier's performance
- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- i) Imposition of liquidated damages,
 - ii) Forfeiture of its performance security and

iii) Termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

- a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, CST / VA, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, CST/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

23. Liquidated damages

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

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

24. Termination for default

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

24.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the purchaser 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 for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

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

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.

26. Force Majeure

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

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

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser 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 is unable to fulfil its contractual commitment and responsibility, the purchaser 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 reserves the right to terminate the contract, in whole or in part for its (purchaser'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. 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 following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

- a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

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

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

30. Resolution of disputes

30.1 If any dispute or difference of any kind whatsoever shall arise between the SAMS and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

30.2 If, after thirty (30) days, the parties fail to resolve their dispute or differences by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter

provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is give.

30.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

30.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC

30.3 Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) the Purchaser shall pay the Supplier any monies due the Supplier.

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

31. **Applicable Law**

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

Section V. Special Conditions of Contract

1. Contract Price (see GCC clause 3):

The prices charged for the Goods supplied and the related Services performed shall not be adjustable.

2. Packaging of the Goods (see GCC clause 4):

The Vendor shall:

- Ensure appropriate pilfer-proof export packing. All cases and crates must be wrapped inside with heavy-duty plastic-lined paper. Each case/crate/carton must be band strapped and able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kg.
- Ensure that vehicles should be prepared according to industry standard export protection for sea voyage. All tools, spare parts, mirrors, and other easily removable items and manuals to be enclosed in secure pilfer-proof packaging.
- Ensure that consignment to be marked as indicated in the Contract.
- Ensure that each case/crate/carton must carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m³, D kg). Markings must be done with weatherproof material.
- Each case/crate/carton must carry outside a copy of the packing list describing the contents of the case/crate/carton. Outside case No. 1 should be attached a full set of invoices covering the actual delivery. It is preferred that the accompanying papers be made out in the English language

3. Transportation and Freight (see GCC clause 5)

The Vendor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Vendor shall ensure that SAMS/consignee receives all necessary transport documents in a timely manner so as to enable SAMS/Consignee to take delivery of the Goods in accordance with the requirements of the Contract.

All goods shall be duly insured up to the final destination and further storage insurance for a minimum period of 21 days at final destination for the verification & installation of goods received.

4. Delivery of Goods (see GCC clause 7):

Delivery of Goods shall be made by the Supplier in accordance with the Schedule of Requirement

The details of shipping and/or other documents, as applicable under I or II, to be furnished by the Supplier are:

I. For Goods supplied from abroad:

- (A) Upon shipment, within 24 hours the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The Supplier shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising of one original and one copy of the following:
- (i) Commercial invoice, indicating the SAMS as the Purchaser on behalf of the FIND; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;
 - (ii) Negotiable, clean, on-board through bill of lading marked " freight prepaid" and indicating the SAMS as the Purchaser on behalf of the FIND, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked " freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements.
 - (iii) Packing list identifying contents of each package.
 - (iv) manufacturer's or Supplier's Warranty Certificate covering all items supplied;
 - (v) Certificate of Inspection furnished to supplier by the nominated agency(where inspection is required)
 - (vi) Supplier's Certificate of Origin covering all items supplied;
 - (vii) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.
 - (viii) Any other/additional procurement specific document(s) required for delivery/payment purposes.

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

- (B) The supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier shall provide the Consignee one original and one copy of the documents mentioned below:
- (i) Supplier's Delivery note indicating Goods description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal;
 - (ii) Packing list identifying contents of each package
 - (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.

II. For Goods from within India

- (A) Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising of one original and one copy of the following:
- (i) Commercial invoice, indicating the SAMS as the Purchaser on behalf of the FIND the Contract number; loan number: Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
 - (ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the SAMS on behalf of the FIND and delivery through to final destination as stated in the Contract.
 - (iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).
 - (iv) Packing list identifying contents of each package;
 - (v) Manufacturers' or Supplier's Warranty certificate covering all items supplied.
 - (vi) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)
 - (vii) Supplier's Certificate of Origin Covering all items supplied.
 - (viii) The sales Tax department latest Notification with regard to VAT/sales Tax applicable.
 - (ix) Any other/additional procurement specific document(s) required for delivery/payment purposes
- (B) The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one original and one copy of the documents mentioned below:
- (i) Consignment Receipt Certificate indicating Goods description, quantity, batch, number, date of expiry etc. Consignment Receipt Certificates must be signed in original and stamped or sealed with the Consignee's official stamp/seal;
 - (ii) Packing list identifying contents of each package
 - (iii) Manufacturers' or Supplier's Warranty certificate covering all items supplied.

Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Satisfactory Acceptance/Installation Certificate to be issued.

5. Inspection of the Goods (see GCC clause 8):

The Inspection and tests, as applicable under I or II shall be:

I. For Goods supplied from outside India.

- (a) For goods supplied from outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory Testing.
- (b) The Supplier will make arrangement for storage of Goods at the port of entry at its

own cost for the first 30 days after the arrival of shipment. The Purchaser will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure.

- (c) The Purchaser will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost.

II. For Goods supplied from within India

The goods shall not be dispatched unless they are inspected and cleared for dispatch by Purchaser's representative in the Supplier premises. The Purchaser will arrange a pre-shipment inspection and an independent quality control laboratory testing on sample basis. The Purchaser will retain the right to perform further inspections and quality testing at any time as it deems fit.

For (I) and (II) both

The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. The cost of subsequent inspection due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the Technical Specifications of the Contract or not. The Supplier shall put up the goods for such inspection to the Purchaser's inspector 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the Consignees are completed as per the contractual delivery period

Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of 45 (forty-five) days of intimating such rejection.

6. ACCEPTANCE OF GOODS (see GCC clause 9):

Payment Terms

The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, as applicable under (A) or (B), shall be as follows:

(A) Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner:

- (i) **On Delivery to Consignee:** Eighty (80) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within thirty (30) days of submission of documents specified in GCC Clause 7 above along with Consignee receipt certificate,
- (ii) **On Satisfactory installation, testing & commissioning;** Twenty (20) percent of

the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, upon submission of an invoice (indicating the SAMS as the Purchaser on behalf of FIND, the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation, training & commissioning Certificate issued by the Consignee.

Payment of local currency portion shall be made in Indian Rupee within thirty (30) days of presentation of an invoice (indicating the SAMS) as the Purchaser on behalf of FIND the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation Certificate issued by the Consignee

(B) Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country Payment for goods and Services supplied from within the purchaser's country shall be made in Indian Rupee, as follows:

- (i) **On Delivery to Consignee:** Eighty (80) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within 30 days of submission of documents specified in GCC Clause 11 along with the Consignee receipt certificate.
- (ii) **On satisfactory installation, testing & commissioning:** Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, upon submission of an invoice (indicating the SAMS as the Purchaser on behalf of FIND, the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation, training & commissioning Certificate issued by the Consignee.

7. Title (see GCC clause 11):

Title in and to the Goods shall pass from Vendor to SAMS upon final delivery and acceptance of Goods by the Consignee.

8. Performance Security Bank Guarantee (see GCC clause 12):

A Performance Security shall be required.

- (a) Within 15 days after the Supplier's receipt of Notification of Award the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract Price, valid up to no less than 60 days after the date of completion of all contractual obligations, including warranty obligations, but excluding CMC services.

(b) The Performance Security shall be unconditional and irrevocable and in the form of either:

- An unconditional Bank Guarantee
- A Demand Draft
- A Cashier's Cheque
- A Certified Cheque

In the event of Vendors submitting the Performance Security BG in the form of a Cheque or Demand Draft in favour of SAMS, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the Cheque or Demand draft during the required period.

Banks issuing Performance Securities Guarantees must be acceptable to the SAMS Comptroller, i.e. they have to be banks certified by the Central bank of the country to operate as commercial bank.

The Performance Security shall be submitted in the currencies of payment of the Contract, in accordance with their portions of the Contract Price, and shall have a validity period of sixty (60) days beyond the completion of all contractual liabilities of the Supplier under this contract, including warranty. SAMS reserves the right to request an extension of the Performance Security.

Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier under this contract, including warranty. The Performance Security shall then be returned to the Vendor by SAMS.

(c) 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.

(d) SAMS reserves the right to reject the Performance Security should the mentioned conditions be deemed unfulfilled. SAMS reserves the right to request an extension of the performance security.

(a) In addition, if the Purchaser/the Consignees/FIND requires CMC services in accordance with article 37 of the SCC, within 14 days of the notification by the Purchaser/the Consignees/FIND of the CMC requirement, the Supplier shall submit to the Purchaser/the Consignees/FIND a bank guarantee as performance security for CMC services for an amount equivalent to 15% (fifteen per cent) of the Contract Price valid till 60 days after expiry of the entire CMC period as specified in article SCC 37. Upon acceptance of the bank guarantee for CMC services by the Purchaser/the Consignees/FIND, the Performance Security mentioned under art.12 above will returned to the Supplier by the Purchaser.

The bank guarantee mentioned in (a) above shall be in a format acceptable to the Purchaser/the Consignees/FIND.

- (b) If CMC requirement is notified to the Supplier by the Purchaser / FIND/ Consignee as per SCC 37:

Should the Supplier fail to provide the bank guarantee mentioned in SCC 12.1 above, and regardless of the reasons for such failure, the Performance Security mentioned in SCC 12 above will be payable to the Purchaser without the Purchaser needing to prove or to show grounds or reasons for such demand for the sum specified therein, and notwithstanding any objection by the Supplier.

9. Warranties (see GCC clause 13):

- (a) Unless otherwise specified in the Technical Specifications, this warranty shall remain valid for **36 months** after the Goods have been delivered to and installed at the final destination indicated in the Contract.
- (b) During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.
- (c) If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. The supplier shall visit each installation site
- (d) The supplier, shall visit each installation site as recommended in the manufacturer's technical/service operational manual, but **at least once in three months** during the warranty period for preventive maintenance

**The Comprehensive maintenance
Contract
(Including Spare parts)**

- (i) The Purchaser/ Consignees/ FIND, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of five (5) years after the expiry of the warranty period as per the details given in clause 13 of GCC & SCC, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. Wherever the Technical Specifications lay down a different period of CMC, this latter period shall prevail. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares.
- (ii) The CMC includes repairs of entire system, preventive maintenance testing & calibration, labour and spares and all software updates.

The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid in equal quarterly installments at the end of each quarter beginning from the date of completion of the Warranty, subject to satisfactory services rendered as specified in the bid document and the resultant contract, as per the rates quoted in the price schedule.

For both Warranty and CMC

- (i) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for supplier' maintenance engineer to report at the site after a request call /fax/ telegram is made or letter is written) shall not exceed 24 hours.
- (ii) During the Warranty and the CMC periods, the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 351 days out of a period of 365 days. (i.e. 96% uptime). 8 hours non functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 96% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The Response time to any fault should be not more than 48 hrs. In case the equipment cannot be made functional within 4 days or 96 hours, the vendor has to make arrangement for an alternative. Maximum time allowable for correcting the fault would be 7 continuous days.
- (iii) In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required.
- (iv) Failure to arrange for the immediate repair / replacement of equipment will make the Supplier liable for a penalty at the rate of 0.75% of the price per non-functional unit per day beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee during Warranty Period. During Comprehensive Annual Maintenance Contract Period, for a similar default, the penalty of Rs.300-800 (to be specified in contract) per item per day will be recovered from the amount of Comprehensive Annual Maintenance Charge.
- (v) The supplier shall visit each consignee site as recommended in the manufacturer's technical/service operational manual, but at least once in three months during the CMC period for preventive maintenance.
- (vi) Details of the functional service and maintenance centre(s) along with complete contact details shall be provided by the Supplier.

Spare parts:

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as will be required during the warranty and CMC period free of cost, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

10. Liquidated Damages (see GCC clause 16):

The liquidated damage shall be 0.5 per cent per week for the value of delayed goods. The maximum amount of liquidated damages shall be 10 % of goods value.

11. Force Majeure (see GCC clause 24):

On receipt of the notice or notices required hereunder, SAMS shall inform the FIND of the reasons under which *force majeure* clause is being invoked. Appropriate or necessary in the circumstances action would be taken by SAMS on the basis of the considered views of the FIND on the subject, also including the granting to the Vendor of a reasonable extension of time in which to perform any obligations under the Contract.

12. Resolution of Dispute (see GCC Clause 30)

The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 30 shall be as follows:

A. For Domestic Supplier

- (a) In case of dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.
- (b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings.
- (c) Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Medical Council of India.
- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.
- (e) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (f) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding Arbitrator shall be final. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.

B. For Foreign Supplier:

- (a) In case of dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the

purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.

- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India, shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.
- (c) The venue of Arbitration shall be the place from where the contract is issued and the language of the Arbitration Proceedings and that of all councils and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding Arbitrator shall be final. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.

13. Notices (see GCC clause 35):

The Purchaser's address for notice purpose is:

Associate Director (MCS)
Strategic Alliance Management Services P Ltd. (SAMS),
1/1B, Choudhary Hetram House, Bharat Nagar,
New Friends Colony, New Delhi 110 025 INDIA

Telephone:

Facsimile: +91-11-26312514

Email: procurement@samsconsult.com

The Supplier' address for notice purpose is:

Section VI. Contract Forms

Table of Forms

1. Contract Form
2. Bank.Guarantee.for Performance Security
3. Bank Guarantee for Advance Payment
4. Long Term Agreement

1. Contract Form

In the event of a Contract, the successful Bidder shall receive this form duly filled.

Purchase order		Project Name and no.			
P. O. DATE:		IMPORTANT: ALL shipments, invoices and correspondence must show PURCHASE ORDER and PROJECT NUMBER,			
SHIP BY:					
CONSIGNEE		VENDOR N”:			
Attn:		Attn:			
Tel:		Tel:			
Fax:		FAX:			
DELIVERY TERMS (INCOTERMS 2010):					
PAYMENT TERMS:					
ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	TOTAL PRICE
1					
2					
Special Terms and Conditions					
A. This purchase order is subject to our Invitation to Bid, Ref. No. XXXXX date XXXXX and according to your offer dated.....: B. Notify Party: C. Final Destination: D. Other information, if any ::; E. Attachments: General Conditions of Contract, Packing and Shipping Instructions, Others if any.					
CURRENCY				GRAND TOTAL	
Date:					
Queries should be addressed to:					
Buyer: Name Title, Tel					
ON BEHALF OF SAMS:					
Name of {Procurement Authority, Title, Business Unit					
ACKNOWLEDGEMENT COPY:					
Vendor’s Signature:		Date			
SAMS, Office, Address, Country, Tel, Fax					
<p>This Purchase Order may only be accepted by the Vendor's signing and returning the Acknowledgement Copy. Acceptance of this Purchase Order shall effect a Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the Conditions of this Purchase Order, including the General Conditions for Goods of the Strategic Alliance Management Services (SAMS) and any SAMS attachments (hereinafter collectively referred to as "This Contract"). No additional or inconsistent provisions proposed by the Vendor shall bind SAMS unless agreed to in writing by a duly authorized official of SAMS. SAMS General Conditions for Goods are available at SAMS website at http://www.samsconsult.com under General conditions of contract. If your company is unable to access the document, Please send an e-mail or fax request to: insert e-mail address and fax number of contact person and the SAMS General Conditions of Contract for Goods will be sent to you electronically or by fax.</p>					
<p>Acknowledgement of Acceptance of P.O Signature : Name : Designation : Address : Seal :</p>					

2. Bank Guarantee format for Performance Security

[Insert: No Performance Security shall be requested or the bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
ITB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert legal name and address of SAMS]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

1. The Bank shall insert the amount(s) specified in the CG and denominated, as specified in the SCC either in the currency(ies) of the Contract or a freely convertible acceptable to SAMS.
2. Date established in accordance with Clause 12 of the General Conditions of Contract ("GCC"). SAMS should note that in the event of an extension of the time to perform the Contract, SAMS would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing the Guarantee, SAS might consider adding the following text to the format the end of the Penultimate paragraph; "We agree to a one - time extension of this Guarantee for a period not to exceed [six months] [one year], in response to SAMS's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

3. Bank Guarantee format for Advance Payment

No advance payment shall be made

4. Long Term Agreement

“Not Applicable”