

# INVITATION TO BIDS (ITB)

**National Competitive Bidding (NCB) 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**

**ITB No.: SAMS - FIND- EQUIPMENT PROCT-02/2014**

<b>Issuance Date</b>	08 February, 2014
<b>Pre-Bid Conference</b>	1400 hours on 18February, 2014 at <b>SAMS Pvt. Ltd.</b> 1/1 B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110025, INDIA
<b>Last Date and Time for receipt of request for clarifications</b>	By 1700 hours 25February,2014 E-mail ID: <a href="mailto:procurement@samsconsult.com">procurement@samsconsult.com</a> <b>SAMS Pvt. Ltd.</b> 1/1 B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110025, INDIA
<b>Last Date, Time and Place for receipt of Bids</b>	14.00 hours on 11 March 2014, 2014 at <b>SAMS Pvt. Ltd.</b> 1/1 B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110025, INDIA
<b>Date, Time and Place for opening of bids</b>	14.30 hours on 10 March 2014, 2014 at <b>SAMS Pvt. Ltd.</b> 1/1 B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110025, INDIA

1. SAMS has been engaged by FIND for providing Procurement services for equipment, works and services for development of TB diagnostic laboratories under RNTCP Project of Govt. of India under GFATM Project.
2. SAMS hereby invites bids from eligible and qualified Bidders for the supply of the goods and services as briefly described above and detailed elsewhere in this document.
3. Bidding will be conducted through One Envelope **National 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](mailto:procurement@samsconsult.com) or over phone No. 011--23557517
5. Qualifications requirements are specified in the ITB.
6. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written application at **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](mailto:procurement@samsconsult.com) and upon payment of a non refundable fee of INR 2500 or USD 50. The method of payment will be by Demand Draft/ Cashier's Cheque/Certified Cheque in favour of SAMS payable at New Delhi-110025  
The Bid Documents can also be viewed at the website [www.samsconsult.com](http://www.samsconsult.com) Cost towards bid documents downloaded, should be deposited in the form as indicated above. SAMS will only evaluate bids of Bidders who have submitted the above cost. The Bidders, who have downloaded the Bid Documents, shall be solely responsible for checking the above website for any addendum/amendment to the Bid Document issued subsequently, and take into consideration the same while preparing and submitting the bids.
7. 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 advice SAMS at least 24 hours in advance of the bid opening by sending an email to [procurement@samsconsult.com](mailto:procurement@samsconsult.com). Please indicate the bid reference number in the email subject. A bid opening report indicating the total price of each offer will be made 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](http://www.samsconsult.com)
8. 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](mailto: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 Goods

## 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 Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

### **Section IV. SAMS General Conditions of Contract (GCC) for supply of equipment/ goods**

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/ goods**

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 Security and Advance Payment Security, 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: **EQUIPMENTS 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, to become a UN registered vendor 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 requires a SAMS 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 (IAIG) 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 are already suspended by SAMS/FIND/CTD, MoHFW, GoI or
2. Supplier's name are 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 or,
3. Suppliers have been declared ineligible by the World Bank (see <http://www.worldbank.org/debarr>).

**4.4** Bids may be submitted by 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](mailto:procurement@samsconsult.com) SAMS will respond in writing to any request for clarification, provided that such request is received no later than six (6) 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 Indian Rupee only (INR).

**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 SAMS, Strategic Alliance Management Services Pvt. Ltd. (SAMS) 1/1B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi 110 025, in the amount as provided in the **Schedule of Requirements**, and denominated in a freely convertible currency, 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.

Bidder must submit the **two original copies and one soft copy (in CD)** each of the **Technical Proposal and Financial Proposal in separate sealed envelopes. These proposals must be put in another sealed envelope, and the name of the project, its reference, recipient and bidder's contact details must be mentioned on the top of the Envelope otherwise proposal will not be considered.**

### **24. Deadline for Submission of Bids**

**24.1** Bids must be received by SAMS at, 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 Time 1400 Hrs. on Date 11 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 indicated in the notification.

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:

- (a) may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- (b) 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.
- (c) 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 various freely convertible currencies into an amount in INR using the rates published in The Economic Times on the date of Bid opening.

## **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 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 may/may not 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 recognised 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 lowest evaluated substantially Bidder(s) will be requested to responsive . 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 lowest evaluated 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 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 Security 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.  
Limited  
1/1B, Choudhary Hetram House, Bharat Nagar,  
New Friends Colony, New Delhi – 110025

Date:

Ph/email: **+91-11-23557517**  
[procurement@samsconsult.com](mailto:procurement@samsconsult.com)

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: ITB Ref: SAMS - FIND- EQUIPMENT PROCT-02/2014 dated

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)	
Heath Authority Registration Information	
Production Capacity	

#### 2. Quality Assurance Certification:

International Quality Management System (QMS)	
List of other 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.: SAMS - FIND- EQUIPMENT PROCT-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.]

<b>BIDDER'S PRICES FOR GOODS (Price &amp; Currency to be entered by Bidder):</b>						
Sch No. (a)	DESCRIPTION* (b)	QTY. (c)	INR			
			UNIT PRICE Destination (d)	TOTAL PRICE FINAL Place of Destination (e) = (c) x (d)	Duties** To be indicated separately (g)	Taxes** to be indicate separately (h)
I	Refrigerator 300 lit (glass door)	52				
II	Precision balance	10				
III	Vortex	31				
IV	Electric Micro incinerator	31				
V	Fluorescence microscope	14				
VI	UPS with batteries 3 kva, half hour	7				
VII	UPS with batteries 5kva, half hour	5				
VIII	1.5 TR 3Star Split AC with stabilizer	34				
IX	2.0 TR 3 Star Split AC with stabilizer	29				
X	Water Distillation plant	31				

\* All goods shall be duly insured up to the final destination and further storage insurance for a minimum period of 21days at final destination for the verification & installation of goods received.  
 \*\* Nature and amount of each tax or duty component should be clearly specified. In should be clearly indicated whether same is included /excluded in unit price.

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				
	.....				
	.....				

\*\*\*CMC price shall be quoted separately for each year after warranty;  
 (Refer Section III : Schedule of Requirement : 3. TECHNICAL SPECIFICATIONS).

(i) BIDDER'S DELIVERY DATA		
Country of origin of offered product	Schedule 1	
	Schedule 2	
	Schedule 3	
	Schedule 4	
	Schedule 5	
	Schedule 6	
	Schedule 7	
	Schedule 8	
	Schedule 9	
	Schedule 10	
Time required for offering the good for Inspection:	Schedule 1	
	Schedule 2	
	Schedule 3	
	Schedule 4	
	Schedule 5	
	Schedule 6	
	Schedule 7	
	Schedule 8	
	Schedule 9	
	Schedule 10	
Time required for delivery and installation after dispatch Clearance	Schedule 1	
	Schedule 2	
	Schedule 3	
	Schedule 4	
	Schedule 5	
	Schedule 6	
	Schedule 7	
	Schedule 8	
	Schedule 9	
	Schedule 10	

		Gross Weight	Total	Containers (if applicable):	
				Number	Size
'Shipment dimension of offered products	Schedule 1				
	Schedule 2				
	Schedule 3				
	Schedule 4				
	Schedule 5				
	Schedule 6				
	Schedule 7				
	Schedule 8				
	Schedule 9				
	Schedule 10				

**BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB**



PROVIDED THAT A PURCHASE ORDER IS ISSUED BY SAMS WITHIN THE REQUIRED BID VALIDITY PERIOD THE UNDERSIGNED HEREBY COMMENTS, 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 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]*

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	Qty.	Unit	Bid Security in INR
1	I	Refrigerator 300 lit	52	Number	45000
2	II	Precision balance	10	Number	12000
3	III	Vortex	31	Number	10000
4	IV	Electric Micro incinerator	31	Number	10000
5	V	Fluorescence microscope	14	Number	31000
6	VI	UPS with batteries 3 kva, half hour	7	Sets	25000
7	VII	UPS with batteries 5kva, half hour	5	Sets	17000
8	VII	1.5 TR 3 Star Split AC with stabilizer	34	Sets	24000
9	IX	2.0 TR 3 Star Split AC with stabilizer	29	Sets	24000
10	X	Water Distillation plant	31	Number	40000





33	Jodhpur	1	-	4	2	2	-	-	-	-	1
34	NBMCH Siliguri	1	-	-	-	-	-	-	-	-	1
35	NRL NIRT Chennai	3	1	2	1	-	-	-	2	2	
36	IMS BHU Varanasi	2	1	-	-	-	-	-	2		1
37	Srinagar	1	-	-	-	1	1	-	-	-	1
38	RMRI Bhubaneshwar	1	1	1	1	1	1	1	1	1	1
39	Aligarh MU	1	-	-	-	1	-	-	1	-	1
40	Madurai, TN	1	1	1	1	1	1	1	1	1	1
41	Gwalior, MP	1	1	1	1	1	1		1	1	1
42	Raichur, Karnataka	1	1	1	1	1	1	1	1	1	1
<b>Total Quantity</b>		<b>52</b>	<b>10</b>	<b>31</b>	<b>31</b>	<b>14</b>	<b>7</b>	<b>5</b>	<b>34</b>	<b>29</b>	<b>31</b>

**CONSIGNEE ADDRESSES WITH CONTACT DETAILS**  
**Shall be provided alongwith the NOA 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 include 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 three 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 45 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 : Refrigerator: 300 ltrs

##### **MAIN SPECIFICATIONS:**

Vertical, capacity 300± 20lts, frost free, CFC free, single door  
Door with Key lock

##### **Electric needs**

- Supply voltage: 230 ± 10V, AC, 50/60 Hz, plug type adapted to the India or three phase 380 V, 50 Hz
- 16A fuses
- Conform to electrical safety IEC-60601-1, 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

**Operation and Maintenance Manual:** Operation/Maintenance/Service manuals, in English.

**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 responding to any complaints and to repair within 7 days /replace the Refrigerator within 14 days of receipt of complaint.

##### **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 fuses (if any)

Each refrigerator 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)

Costumers Tariff Number

**Warranty:**3 years

Warranty starts with installation on 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  $35^{\circ}\text{C}$ ), permissible ambient temperature (e.g.  $+5^{\circ}\text{C}$  to  $+40^{\circ}\text{C}$ ), protection against fungi, and possible spikes in the electric network.

Each bidder may propose any system / product in addition to the requirements listed above.

## Schedule II : Precision balance

### Description of function and use:

An analytical balance is needed for the preparation of drug containing media for DST.

Moreover, it may be used for calibration (recalibration, maintenance) of microliter pipettes used in the laboratory, especially for molecular biology.

General remark: Two environmental factors affect the instrument's stability considerably; temperature changes and unstable electric supply will cause erratic readings. Therefore the balance should be placed in a room with nearly constant temperature and a relative humidity steadily less than 65 %.provided with stabilized electric supply. The instrument should be operated on antistatic surface.

### MAIN SPECIFICATIONS:

- a) Weighting capacity less than 20 g
- b) Housing resistant to chemicals and cleaning materials
- c) Glass (not plastic!) doors should close tightly
- d) Sleek stainless steel weighing pan, approximately 80 mm diameter
- e) Full glass wind screen, with both sides and top cover to be opened
- f) Adjustable feet to level the balance
- g) Display water-proof and keypad sealed water-proof by a durable (frequent use) flexible membrane
- h) Back ground illuminated display
- i) User-friendly menu in English to configure the balance according to the individual requirements.
- j) Level indicator should be close to or in the view field of the display
- k) Provided with Self Calibration 'iscocal' function with motorized internal calibration arrangement
- l) Readability: 0.0001 g (0.1 mg)
- m) Repeatability: 0.0001 g (0.1 mg)
- n) Linearity: 0.0002 g (0.2 mg)
- o) Response Time: 10 seconds (average)
- p) Bidirectional interface RS 232C interface with ISO/GLP compliant data export

### Electric needs

- a) Supply voltage: Battery, rechargeable battery pack, main power DC transformer,  $230 \pm 10V$ , AC, 50/60 Hz
- b) Plugs shall be adapted to those used in India.
- c)
- d) Protection class in accordance with EN 60529
- e) Circuit radio interference free in accordance with EN 55 014

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

**The manufacturer should provide a declaration of conformity to fulfill the requirements of standards that apply to the product including** Ingress Protection rating and weight classifications and applications.

One certificate should state that the balance has been calibrated at the factory.  
**The certificates shall be specified and provided for each item supplied.**

**Installation and Maintenance:**

Each bidder has to deliver install the balance through certified/ qualified personnel at the place indicated free of cost. The detailed installation prerequisites have to be communicated to the purchaser in advance, especially for the electric power supply needed including type of plug (or other way of connection) and adequate plumbing, size of fittings, exhaust connections and so on.

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 (log-book for daily, weekly, monthly and quarterly maintenance checklist) is part of this procurement.

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:**

- a) Balance table with vibration bumpers, preferably granite isolator
- b) Protective dust cover
- c) Set of NPL certified/ NIST calibration weights
- d) Weighing scoop, 90 mm, stainless steel, if desired
- e) Optional: RS-232 interface cable

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 Balance within 14 days of receipt of complaint.

**Standard Maintenance Tools:**

All standard accessories, consumables, parts required for the proper operation and all standard tools, cleaning and lubrication material 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 balance 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.

- a) Net weight
- b) Gross weight
- c) Dimensions (W x H x D) in cm



d) Appliances must be transported upright (Y/N)

**Customers Tariff Number**

Warranty: 3 years

Warranty starts with installation on 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  $35^{\circ}\text{C}$ ), permissible ambient temperature (e.g.  $+5^{\circ}\text{C}$  to  $+40^{\circ}\text{C}$ ), protection against fungi, and possible spikes in the electric network.

Each bidder may propose any system / product in addition to the requirements listed above.

### **Schedule III : Vortex**

#### **Description of function and use:**

This Vortex mixer is for use in a BSC.

#### **MAIN SPECIFICATIONS:**

- a) Sturdy housing, metal, coated, disinfectable
- b) Design feature: Flat construction
- c) Strong orbital movements
- d) Rotation speed 0 2500 rpm, Orbit  $\geq$  4 mm
- e) Standing on four rubber feet designed to prevent sliding of the instrument during shaking
- f) Two operating modes, continuous and touch function
- g) Head about 20 mm
- h) Slip resistant stand
- i) Overheating protection
- j) Permissible ambient temperature / relative humidity: 5 – 40 °C/ $\leq$ 80%
- k) Weight. 2.5 5 kg

#### **Electric needs**

- a) Supply voltage: 230  $\pm$  10V, AC, 50/60 Hz
- b) Voltage and plugs adapted to those used in India.
- c) Power consumption: 50 - 100 W
- d) Protection class in accordance with EN 60529
- e) 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

#### **Installation and Maintenance:**

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:**

- a) Fuses
- b) Each mini-shaker should be accompanied by an authorized list of accessories and spare parts

- c) Packing data: Packing data are not necessarily part of the bidding process, but are needed for shipment and customs declaration
- d) Net weight approx
- e) Gross weight approx
- f) Dimensions (W x H x D) in cm
- g) Appliances must be transported upright (Y/N)

**Costumers Tariff Number**

**Warranty:** 3 Years

Warranty starts with installation on 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, growth of fungi, thunder storms and possible spikes in the electric network have to be taken into consideration.

For longer storage an appropriate packing should be provided

Each bidder may propose any system / product in addition to the requirements listed above.

## **Schedule IV : Electric Micro Incinerator**

### **Description of function and use:**

#### **MAIN SPECIFICATIONS:**

- Heating element of ceramic surrounded by isolating cover
- Quick infrared-heating to temperatures  $\geq 800$  °C for fast sterilization
- Stand with suction cup feet (or equivalent) for stable, safe operation
- Possibility to fix the incinerator to a stand at different angles

#### **Electric needs**

- Power supply voltage:  $230 \pm 10$ V, 50 Hz, together with appropriate DC power supply
- Voltage and plugs adapted to those used in India and as these are placed inside Biosafety Cabinets, the plugs should adopt to standard.

**Consumption:**2000 W

Protection class: EN 60529

Circuit radio interference free in accordance with EN 55 014

**Manufacturer's Certificate** The producer of the micro-incinerator must have a management system certified according to ISO 9001

Other certificates shall be specified and provided for each item supplied

**Quality and Safety standards** met by the product offered have to be listed

**Accessories:** Attached loop holder if desired

**Operation and Maintenance Manual:** Operation/Maintenance/Service manuals, in English

**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) is part of this procurement.

The supplier shall have a functioning after sale service 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/replace the micro-incinerator within 14 days (must be adjusted) of receipt of complaint.

#### **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 micro-incinerator 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)

Costumers Tariff Number

**Warranty:** 2 years

**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  $35^{\circ}\text{C}$ ), permissible ambient temperature (e.g.  $+5^{\circ}\text{C}$  to  $+40^{\circ}\text{C}$ ), protection against fungi, and possible spikes in the electric network.

Each bidder may propose any system / product in addition to the requirements listed above.

## **Schedule V : Fluorescence Microscope**

### **Description of function and use:**

The microscope will be required to detect AFB, mainly in sputum smears, but also in other materials from suspected TB cases. The microscope will be used in TB microscopy centres with a high workload; microscopy examination with binocular fluorescence microscopes (FMs) can be up to five times faster than with a bright field microscope, and sensitivity is up to 10% higher than with conventional microscopy

### **Comments:**

Newly developed microscopes with light-emitting diodes (LEDs) with more than 15,000-20,000 hours of operation time and no need for dark room are preferred for FM.

### **MAIN SPECIFICATIONS:-**

#### **Body:**

The microscope to have a sturdy, stable base; its focus adjustment devices to be positioned to be comfortable for prolonged use and to allow easy, exact movements.

The body to be epoxy powder coated heat treated and resistant to standard staining reagents disinfectants and organic solvents used to clean lenses.

#### **Optical system:**

- color corrected infinity optics, parafoval distance 45 mm, tube length:  $180 \pm 20$  mm
- All optical parts including objectives, eye pieces, lenses, prisms, should have anti-reflex coating.
- The entire optical system should be "anti-fungus" treated (all components including fixation) with a warranty of 3 year at minimum

#### **Binocular eye piece:**

Binocular eyepiece, preferably with a tube that can be adjusted to an upper and lower position, so that it can be quickly adapted for laboratory workers of different heights. The tube to maintain parafovality while rotating through  $360^\circ$ , at an inter-pupillary distance of at least 50 75 mm. The viewing angle to be  $30^\circ$  and ergonomic.

#### **Eye pieces:**

- High-quality, paired eyepieces are required achromatic, wide field and with
- 10 x magnification. The eyepieces to have a minimum field number of 18, preferably 20.
- Both eyepieces must have eyepiece dioptr adjustment for maximum acuity; no pointer is required.

For fluorescence microscopy, at least two (preferably three) plan achromatic objectives are needed, corrected for use on slides without coverslips.

Objectives  $\geq 40x$  to be of spring – loaded type

- 10x, NA: 0.25
- 20x, NA: 0.40 (also for LED)
- 40x, NA: 0.65 (also for LED)
- 50x, NA: 0.80 (to replace 40x)
- 100x, NA: 1.25 (for all immersion)

If not preinstalled, objectives to be delivered in transparent, break-resistant, tightly closed containers, with objectives fixed in a stable position.

### **Marking and identification:**

All objectives to be engraved with the following information:

- name or code of the manufacturer
- magnification and numerical aperture
- sign  $\infty$

100x objective to be marked (using words or a color code) for use with immersion oil (word oil and/or color code)

### **Nose piece:**

- Revolving nosepiece with a backward incline, designed to accommodate four objectives. Ports not covered by an objective to be closed with a dust-proof screw plug made of metal or hard plastic.
- The nosepiece to have a ribbed grip for easy rotation, a precision ball bearing mechanism for smooth and accurate alignment, and precise stopping points. When changing from one objective to another, or rotating to the same objective, the object in the centre of the field should not appear to be displaced by more than 0.02 mm in any direction in the object plane.

### **Stage:**

- **Rectangular built in, uniformly horizontal, mechanical stage with dimensions of 140 x 140mm (w x d)  $\pm 5$  mm each.**

The stage to have a spring-loaded slide holder, so that slides can be positioned safely and accurately, while allowing smooth travel in traverse directions.

The travel range to be a least 75 mm x 30 mm (W x D); the knobs to be in a fatigue-proof position and suitable for right- or left-hand operation.

### **Condenser**

Focusable Abbe-style sub-stage condenser, 0.9/1.25, with rack and pinion arrangement incorporating an iris diaphragm.

Device for blue filter (approximately 32 mm) and/or other filters.

### **Sub stage illuminator**

Modular illumination is preferable (e.g. a white LED light source with a battery pack). Modules to be easy to change, preferably without tools or with a standard key that is included when delivered.

The sub stage illuminator to have a built-in variable light source (e.g. a 20 30 W, 6 V halogen lamp or 3 W, 6 V LED) with a constant power supply and automatic voltage surge protection.

The light intensity to be adjustable and the on/off switch to be easily accessible. The lamp to have a lamp socket and the bulb to be easily replaceable. The housing for the light source to be designed to prevent dispersion of light and mounted to prevent heating the body of the microscope.

For LED:

- Fluorescence attachment for reflected light mode, with a blue LED light source and battery pack.
- Alternatively, a fluorescence attachment for transmitted light mode, with a blue LED light source to replace the light source of a bright field microscope.
- For each fluorescence attachment, a battery pack that can be installed between the power supply and the illumination unit (to act as an uninterrupted power supply [UPS] and filter against voltage surge)

Focusing knobs

- The microscope to have coaxial coarse and fine focusing knobs. The fine focusing movement to have a sensitivity of at least 500  $\mu\text{m}$ /rotation over the entire coarse focusing range, and the total range to be at least 15 mm. The focusing knobs to be positioned on both sides and the microscope to have a safety focusing stop arrangement.
- All metallic parts of the microscope to be corrosion proof, acid proof and stain proof.

All metallic parts should be corrosion-proof, acid-proof, stain-proof

**The manufacturer/supplier shall provide a duly calibrated measure instrument and demonstrate the specifications for the purpose of inspection**

**Electric needs**

- a) Supply voltage: 230  $\pm$  10V, AC, 50/60 Hz
- b) Voltage and plugs shall be adapted to those used in India.
- c) Consumption: Depending on the illumination equipment (approx. 20 400 W)  
For LED only a few W
- d) Conform to electrical safety IEC-60601-1,
- e) UL 61010-1, EN 61010-1
- f) for LED: Power supply, wide range input.
- g) One battery pack with each microscope is required to be supplied together with a charger as an uninterrupted power supply.
- h) Protection class in accordance with EN 60529
- i) Circuit radio interference free in accordance with EN 55 014

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

Type-test certificates traceable to International Standards (NIST or equivalent standards) of relevant optical and mechanical tests



**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:**

Dust cover, antistatic material

**Battery pack (6 V DC) with charger working with 230 V, AC, 50 60 Hz supply as well as from the cigarette lighter of a car, 12 V DC.**

A pair of well fitting eye soft rubber pieces, which cover and protect the eyes from stray light, are needed

A carrying/storage sturdy, lockable case, padded inside and equipped with fixing points and belts to retain the microscope and to eliminate shocks during transportation. The box should be of an appropriate design with a carrying handle at the top and appropriate receptacles for safe holding of accessories, objectives, eyepieces

One piece of anti static cleaning brush for each microscope

At least one blue filter per microscope, separately wrapped

If a special plug is needed for India, a set of adapters should be provided

**Operation and Maintenance Manual:** Operation/Maintenance/Service manuals, at least one set in English, and preferably in the official national language have to be provided for each unit delivered covering at least the following:

- a) How to set up the microscope
- b) Detailed routine cleaning and maintenance
- c) procedures, including change of bulb
- d) How to change batteries inside the pack
- e) How to install and use the mirror when light (electricity) is not available
- f) Plan for periodical maintenance

**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 Microscope within 14 days of receipt of complaint.

**Standard Maintenance Tools:**

All standard accessories, consumables, parts required for the proper operation and all standard tools, cleaning and lubrication material 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 assembled microscope should be accompanied by an authorized list of accessories and spare parts

**A set of fuses for the illumination unit in use should be provided****Packing data:**

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

- a) Net weight
- b) Gross weight
- c) Dimensions (W x H x D) in cm
- d) Appliances must be transported upright (Y/N)
- e) Customers Tariff Number

**Warranty: 3 year**

Warranty starts with installation on 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, permissible ambient temperature +5°C to +40° 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.

## **Schedule VI : UPS with batteries 3 Kva, half hour**

### **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 and to finalize ongoing work and to close all potentially infectious sources. If the Equipment is connected to a generator, the UPS will maintain the function of the E 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 brake down to 170 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: 230 V +/- 25 %, 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 +/- 3 %, 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]

### **Electric needs:**

Supply voltage: 230 ± 10V, AC, 50/60 Hz, Voltage and plugs adapted to those used in India.

### **Consumption:**

**3KVA with external battery pack with 30 min plus backup**

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  
Rack for batteries.

**Operation and Maintenance Manual:** Operation, Maintenance, Service manuals in English language have to be provided.

**Installation and Maintenance:** Each bidder has to install the delivered equipment by certified or qualified personnel. The installation prerequisites (Wires cables switches plugs etc.) have to be arranged by supplier. 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)  
Costumers Tariff Number

**Warranty:** Warranty: =>5 years for UPS, >3 years for battery pack

## **Schedule VII : UPS with batteries 5 Kva, half hour**

### **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 and to finalize ongoing work and to close all potentially infectious sources. If the Equipment is connected to a generator, the UPS will maintain the function of the E 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 brake down to 170 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: 230 V +/- 25 %, 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 +/- 3 %, 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]

### **Electric needs:**

Supply voltage: 230 ± 10V, AC, 50/60 Hz, Voltage and plugs adapted to those used in India.

### **Consumption:**

**5KVA with external battery pack with 30 min plus backup**

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  
Rack for batteries.

**Operation and Maintenance Manual:** Operation, Maintenance, Service manuals in English language have to be provided.

**Installation and Maintenance:** Each bidder has to install the delivered equipment by certified or qualified personnel. The installation prerequisites (Wires cables switches plugs etc.) have to be arranged by supplier. 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)  
Costumers Tariff Number

**Warranty:** Warranty: =>5 years for UPS, >3 years for battery pack

### **Schedule VIII : 1.5 TR 3 Star Split AC with stabilizer**

1. Air conditioners suitable for 230V, 50 Hz single phase AC supply shall be capable of performing the functions as cooling, dehumidifying, air circulating and filtering. The air conditioners shall be complete with automatic temperature control and cut-in and cut-out etc. for temperature range 16 to 30 degreeC. The differential of the thermostat for cut-in and cut-out shall not be greater than +/-1.75 degreeC.  
The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS: 11338:1985. The ECO friendly air conditioners shall have ECO MARK from Bureau of Indian Standards.
2. Outdoor unit of the air conditioners shall be fitted discharge cooled type rotary compressor operating on Refrigerant R-22 (or non-CFC refrigerant R-410 in case of Eco friendly Split Air Conditioner) with suitably rated capacitor start electric motor. It shall be equipped with overload protection and shall be mounted on resilient mountings for quiet operation. The Rotary compressor shall be of Matsushita/Hitachi/ Toshiba/ Carrier/ Emerson/ LG /Tecumseh make and shall be covered by manufacturers test certificate and TTC to JISS or ASHRAE.
3. The minimum thickness of the base in outdoor unit shall be 1.20 mm & sheet thickness for rest of the body shall be 0.70 mm (Min.) with galvanized coating thickness of 120 g/ sq. m and shall be provided with stiffeners for robust construction and shall have rounded corners. Galvanized sheet shall conform to IS:277/2003. Steel parts / front panel etc. shall have stove-enamelled finish preceded by thorough cleaning of the surface, phosphating and undercoat of anti-corrosive primer paint. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings shall also be acceptable in lieu of stove-enamelled finish.
4. The casing of the indoor units shall be made of ABS/HIPS/GS and shall be impact resistant. The control box of indoor unit shall withstand flame retardant test to Grade V-O as per UL-94. For impact resistance the unit duly packed and dropped from a height of 1 m shall show no damage. The filter pads provided shall be washable.
5. Remote cordless control with LCD/LED Display shall be provided with one On/Off timer, selecting fan speed (three speed) and setting up of temperature. Display shall be provided on indoor unit or on handset or on both.
6. Maximum power consumption of the split air conditioners shall be measured at capacity rating test conditions. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.

7. . The supplier will provide in-house test report detailing the EER values mentioned in schedule correspond to testing methods adopted in this specification and do not necessarily correlate one to one with the values specified by BEE for 3, 4 & 5 star rating certification as mentioned in the Table 2.2 of the Gazette of India notification No 024(E) dt.05-01-2010, issued by Government of India. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 6-10 m length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
8. Servicing: Free servicing shall be provided for 3 years from the date of installation of air conditioner whichever is earlier. Firm is also required to send service engineer at least 6 times during the warranty period.
9. Warrantee: Warrantee shall be provided for 3 years months from the date of installation of air conditioner. The compressor shall have additional warrantee of 4 years (In addition to above warrantee of 3 years on whole unit.)
10. Installation: The installation charges consignee's site shall include the following work:
  - I. Mounting/Fitting indoor and outdoor units at the respective locations.
  - II. Laying refrigerant piping of 6mtrs length and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
  - III. Insulating the suction pipe with expanded polyethylene foam with 5mm thick tubing.
  - IV. Laying 15mm drain pipe 10m length to drain out the condensate water being formed in the indoor unit.
  - V. Leak testing of the entire system.
  - VI. Charging Refrigerant gas in the unit.
  - VII. Suitable electric wiring between indoors and outdoors units up to 10mtrs length up to switch within 3 m of location of indoor unit. Switches/ Sockets/Plugs are not included in the scope of supply.

#### **Technical specifications for Stabilizer for Split AC 1.5 Ton**

Minimum Input Power (V): 170 V

Maximum Input Power (V): 270 V

Over Volt Protection

Under Volt Protection

Built In Thermal Overload Protection - Protects the stabilizer and compressors during high temperature burnout.

Time Delay System for the compressor proper balancing time in power cuts.

Wall Mountable



## **Schedule IX : 2 TR 3 Star Split AC with stabilizer**

11. Air conditioners suitable for 230V, 50 Hz single phase AC supply shall be capable of performing the functions as cooling, dehumidifying, air circulating and filtering. The air conditioners shall be complete with automatic temperature control and cut-in and cut-out etc. for temperature range 16 to 30 degreeC. The differential of the thermostat for cut-in and cut-out shall not be greater than +/-1.75 degreeC.  
The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS: 11338:1985. The ECO friendly air conditioners shall have ECO MARK from Bureau of Indian Standards.
12. Outdoor unit of the air conditioners shall be fitted discharge cooled type rotary compressor operating on Refrigerant R-22 (or non-CFC refrigerant R-410 in case of Eco friendly Split Air Conditioner) with suitably rated capacitor start electric motor. It shall be equipped with overload protection and shall be mounted on resilient mountings for quiet operation. The Rotary compressor shall be of  
Matsushita/Hitachi/ Toshiba/ Carrier/ Emerson/ LG /Tecumseh make and shall be covered by manufacturers test certificate and TTC to JISS or ASHRAE.
13. The minimum thickness of the base in outdoor unit shall be 1.20 mm & sheet thickness for rest of the body shall be 0.70 mm (Min.) with galvanized coating thickness of 120 g/ sq. m and shall be provided with stiffeners for robust construction and shall have rounded corners. Galvanized sheet shall conform to IS:277/2003. Steel parts / front panel etc. shall have stove-enamelled finish preceded by thorough cleaning of the surface, phosphating and undercoat of anti-corrosive primer paint. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings shall also be acceptable in lieu of stove-enamelled finish.
14. The casing of the indoor units shall be made of ABS/HIPS/GS and shall be impact resistant. The control box of indoor unit shall withstand flame retardant test to Grade V-O as per UL-94. For impact resistance the unit duly packed and dropped from a height of 1 m shall show no damage. The filter pads provided shall be washable.
15. Remote cordless control with LCD/LED Display shall be provided with one On/Off timer, selecting fan speed (three speed) and setting up of temperature. Display shall be provided on indoor unit or on handset or on both.
16. Maximum power consumption of the split air conditioners shall be measured at capacity rating test conditions. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.

17. The supplier shall provide in-house test report detailing the EER values mentioned in schedule correspond to testing methods adopted in this specification and do not necessarily correlate one to one with the values specified by BEE for 3, 4 & 5 star rating certification as mentioned in the Table 2.2 of the Gazette of India notification No 024(E) dt.05-01-2010, issued by Government of India. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 6-10 m length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
18. Servicing: Free servicing shall be provided for 3 years from the date of installation of air conditioner whichever is earlier. Firm is also required to send service engineer at least 6 times during the warranty period.
19. Warrantee: Warrantee shall be provided for 3 years months from the date of installation of air conditioner. The compressor shall have additional warrantee of 4 years (In addition to above warrantee of 3 years on whole unit.)
20. Installation: The installation charges consignee's site shall include the following work:
- VIII. Mounting/Fitting indoor and outdoor units at the respective locations.
  - IX. Laying refrigerant piping of 6mtrs length and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
  - X. Insulating the suction pipe with expanded polyethylene foam with 5mm thick tubing.
  - XI. Laying 15mm drain pipe 10m length to drain out the condensate water being formed in the indoor unit.
  - XII. Leak testing of the entire system.
  - XIII. Charging Refrigerant gas in the unit.
  - XIV. Suitable electric wiring between indoors and outdoors units up to 10mtrs length up to switch within 3 m of location of indoor unit. Switches/ Sockets/Plugs are not included in the scope of supply.

#### **Technical specifications for Stabilizer for Split AC 2 Ton**

Minimum Input Power (V): 170 V

Maximum Input Power (V): 270 V

Over Volt Protection

Under Volt Protection

Built In Thermal Overload Protection - Protects the stabilizer and compressors during high temperature burnout.

Time Delay System for the compressor proper balancing time in power cuts.

Wall Mountable

## **Schedule X : Water Distillation Plant**

### **MAIN SPECIFICATIONS:**

- Complete unit made with double walled housing
- Constant level arrangement for inlet water, with distillate withdrawal through drain cock
- Wall hanging model, provided with MS Bracket for wall mounting should be made of 304 quality stainless steel
- Boiling Chamber, Lid, Cooling Condenser and any other part coming into contact with water / steam should be made of 304 grade stainless steel. Condenser cooling coil in the storage tank easily exchangeable
- Heating is achieved with kettle type immersion heaters (two in quantity)
- Capacity of the plant should be 4 - 5 litres per hour, should be provided with necessary safety features such as automatic disconnection of heater connections should the still run dry with double capacity storage tank..
- Thermostatic low water cut off to protect the heating element in case of low water
- Energy saving through distillation of heated cooling water
- Electronic level switch switches the still off when the storage tank is full and restarts automatically when distillate is withdrawn
- Electronic impurity detector

### **Electric needs**

- Supply voltage: 230 ± 10V, AC, 50/60 Hz Voltage, should work on AC mains.
- Plugs adapted to those used in India.
- Voltage regulator of appropriate rating to be included to cope with 160-260 V.
- Conform to electrical safety IEC-60601-1, UL 61010-1, EN 61010-1

### **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
- Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines.

### **Operation and Maintenance Manual:**

- Operation/Maintenance/Service manuals, in English

### **Installation and Maintenance:**

- Each bidder has to install the delivered equipment with required accessories. 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 parts in store, allowing response to any complaints and to repair within 7 days /replace the Distiller Water Plant within 14 days of receipt of complaint.

**Spare Parts:**

- Set of Heating & cooling element(Two in number)
- Accessory list to be quoted

**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 (Y/N)
- Costumers Tariff Number

**Warranty:** 3 years

Warranty starts with after installation and commissioning 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  $35^{\circ}\text{C}$ ), permissible ambient temperature (e.g.  $+5^{\circ}\text{C}$  to  $+40^{\circ}\text{C}$ ), protection against fungi, and possible spikes in the electric network.

Each bidder may propose any system / product in addition to the requirements listed above

## **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 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 No. I Refrigerator 300 Lit (Glass Door)

<b>MAIN SPECIFICATIONS:</b>	<b>Compliance with offered equipment/Deviation if any</b>
<ul style="list-style-type: none"><li>• Vertical, capacity 300± 20lts, frost free, CFC free,</li><li>• single door</li></ul>	
<ul style="list-style-type: none"><li>• Door with Key lock</li></ul>	
<b>Electric needs</b>	
<ul style="list-style-type: none"><li>• Supply voltage: 230 ± 10V, AC, 50/60 Hz, plug type adapted to the India or three phase 380 V, 50 Hz</li></ul>	
<ul style="list-style-type: none"><li>• 16A fuses</li></ul>	
<ul style="list-style-type: none"><li>• Conform to electrical safety IEC-60601-1, UL 61010-1, EN 61010-1</li></ul>	

## Schedule No. II Precision Balance

MAIN SPECIFICATIONS:	Compliance with offered equipment/Deviation if any
<ul style="list-style-type: none"> <li>Weighting capacity less than 20 g</li> </ul>	
<ul style="list-style-type: none"> <li>Housing resistant to chemicals and cleaning materials</li> </ul>	
<ul style="list-style-type: none"> <li>Glass (not plastic!) doors should close tightly</li> </ul>	
<ul style="list-style-type: none"> <li>Sleek stainless steel weighing pan, approximately 80 mm diameter</li> </ul>	
<ul style="list-style-type: none"> <li>Full glass wind screen, with both sides and top cover to be opened</li> </ul>	
<ul style="list-style-type: none"> <li>Adjustable feet to level the balance</li> </ul>	
<ul style="list-style-type: none"> <li>Display water-proof and keypad sealed water-proof by a durable (frequent use) flexible membrane</li> </ul>	
<ul style="list-style-type: none"> <li>Back ground illuminated display</li> </ul>	
<ul style="list-style-type: none"> <li>User-friendly menu in English to configure the balance according to the individual requirements.</li> </ul>	
<ul style="list-style-type: none"> <li>Level indicator should be close to or in the view field of the display</li> </ul>	
<ul style="list-style-type: none"> <li>Provided with Self Calibration 'iscocal' function with motorized internal calibration arrangement</li> </ul>	
<ul style="list-style-type: none"> <li>Readability: 0.0001 g (0.1 mg)</li> </ul>	
<ul style="list-style-type: none"> <li>Repeatability: 0.0001 g (0.1 mg)</li> </ul>	
<ul style="list-style-type: none"> <li>Linearity: 0.0002 g (0.2 mg)</li> </ul>	
<ul style="list-style-type: none"> <li>Response Time: 10 seconds (average)</li> </ul>	
<ul style="list-style-type: none"> <li>Bidirectional interface RS 232C interface with ISO/GLP compliant data export</li> </ul>	
<p><b>Electric needs</b></p>	
<ul style="list-style-type: none"> <li>Supply voltage: Battery, rechargeable battery pack, main power DC transformer, 230 ± 10V, AC, 50/60 Hz</li> </ul>	
<ul style="list-style-type: none"> <li>Plugs shall be adapted to those used in India.</li> </ul>	
<ul style="list-style-type: none"> <li>Protection class in accordance with EN 60529</li> </ul>	
<ul style="list-style-type: none"> <li>Circuit radio interference free in accordance with EN 55 014</li> </ul>	



**Schedule No. III Vortex Mixer**

<b>MAIN SPECIFICATIONS:</b>	<b>Compliance with offered equipment/Deviation if any</b>
<ul style="list-style-type: none"><li>• Sturdy housing, metal, coated, disinfectable</li></ul>	
<ul style="list-style-type: none"><li>• Design feature: Flat construction</li></ul>	
<ul style="list-style-type: none"><li>• Strong orbital movements</li></ul>	
<ul style="list-style-type: none"><li>• Rotation speed 0 2500 rpm, Orbit <math>\geq</math> 4 mm</li></ul>	
<ul style="list-style-type: none"><li>• Standing on four rubber feet designed to prevent sliding of the instrument during shaking</li></ul>	
<ul style="list-style-type: none"><li>• Two operating modes, continuous and touch function</li></ul>	
<ul style="list-style-type: none"><li>• Head about 20 mm</li></ul>	
<ul style="list-style-type: none"><li>• Slip resistant stand</li></ul>	
<ul style="list-style-type: none"><li>• Overheating protection</li></ul>	
<ul style="list-style-type: none"><li>• Permissible ambient temperature / relative humidity: 5 – 40 °C/<math>\leq</math>80%</li></ul>	
<ul style="list-style-type: none"><li>• Weight. 2.5 5 kg</li></ul>	
<b>Electric needs</b>	
<ul style="list-style-type: none"><li>• Supply voltage: 230 <math>\pm</math> 10V, AC, 50/60 Hz</li></ul>	
<ul style="list-style-type: none"><li>• Voltage and plugs adapted to those used in India.</li></ul>	
<ul style="list-style-type: none"><li>• Power consumption: 50 - 100 W</li></ul>	

**Schedule No. IV Electric Micro Incinerator**

<b>MAIN SPECIFICATIONS:</b>	<b>Compliance with offered equipment/Deviation if any</b>
<ul style="list-style-type: none"><li>• Heating element of ceramic surrounded by isolating cover</li></ul>	
<ul style="list-style-type: none"><li>• Quick infrared-heating to temperatures <math>\geq 800</math> °C for fast sterilization</li></ul>	
<ul style="list-style-type: none"><li>• Stand with suction cup feet (or equivalent) for stable, safe operation</li></ul>	
<ul style="list-style-type: none"><li>• Power supply voltage: <math>230 \pm 10V</math>, 50 Hz, together with appropriate DC power supply</li></ul>	
<b>Electric needs</b>	
<ul style="list-style-type: none"><li>• Voltage and plugs adapted to those used in India and as these are placed inside Biosafety Cabinets, the plugs should adopted to standard.</li></ul>	

## Schedule No. V Fluorescence Microscope

MAIN SPECIFICATIONS:	Compliance with offered equipment/Deviation if any
<p><b>Body:</b></p> <ul style="list-style-type: none"> <li>The microscope to have a sturdy, stable base; its focus adjustment devices to be positioned to be comfortable for prolonged use and to allow easy, exact movements.</li> <li>The body to be epoxy powder coated heat treated and resistant to standard staining reagents disinfectants and organic solvents used to clean lenses.</li> </ul>	
<p><b>Optical system:</b></p> <ul style="list-style-type: none"> <li>color corrected infinity optics, parfocal distance 45 mm, tube length: <math>180 \pm 20</math> mm</li> <li>All optical parts including objectives, eye pieces, lenses, prisms, should have anti-reflex coating.</li> <li>The entire optical system should be “anti-fungus” treated (all components including fixation) with a warranty of 3 year at minimum</li> </ul>	
<p><b>Binocular eye piece:</b></p> <ul style="list-style-type: none"> <li>Binocular eyepiece, preferably with a tube that can be adjusted to an upper and lower position, so that it can be quickly adapted for laboratory workers of different heights. The tube to maintain parfocality while rotating through <math>360^\circ</math>, at an inter-pupillary distance of at least 50 75 mm. The viewing angle to be <math>30^\circ</math> and ergonomic.</li> </ul>	
<p><b>Eye pieces:</b></p> <ul style="list-style-type: none"> <li>High-quality, paired eyepieces are required achromatic, wide field and with</li> <li>10 x magnification. The eyepieces to have a minimum field number of 18, preferably 20.</li> <li>Both eyepieces must have eyepiece dioptre adjustment for maximum acuity; no pointer is required.</li> </ul>	
<p>For fluorescence microscopy, at least two (preferably three) plan achromatic objectives are needed, corrected for use on slides without coverslips. Objectives <math>\geq 40x</math> to be of spring – loaded type --10x, NA: 0.25</p>	

<p>--20x, NA: 0.40 (also for LED)  --40x, NA: 0.65 (also for LED)  --50x, NA: 0.80 (to replace 40x)  --100x, NA: 1.25 (for all immersion)</p> <p>If not preinstalled, objectives to be delivered in transparent, break-resistant, tightly closed containers, with objectives fixed in a stable position.</p>	
<p><b>Marking and identification:</b>  All objectives to be engraved with the following information:</p> <ul style="list-style-type: none"> <li>-- name or code of the manufacturer</li> <li>-- magnification and numerical aperture</li> <li>-- sign <math>\infty</math></li> </ul> <p>100x objective to be marked (using words or a color code) for use with immersion oil (word oil and/or color code)</p>	
<p><b>Nose piece:</b></p> <ul style="list-style-type: none"> <li>• Revolving nosepiece with a backward incline, designed to accommodate four objectives. Ports not covered by an objective to be closed with a dust-proof screw plug made of metal or hard plastic.</li> <li>• The nosepiece to have a ribbed grip for easy rotation, a precision ball bearing mechanism for smooth and accurate alignment, and precise stopping points. When changing from one objective to another, or rotating to the same objective, the object in the centre of the field should not appear to be displaced by more than 0.02 mm in any direction in the object plane.</li> </ul>	
<p><b>Stage:</b></p> <ul style="list-style-type: none"> <li>• <b>Rectangular built in, uniformly horizontal, mechanical stage with dimensions of 140 x 140mm (w x d) <math>\pm</math>5 mm each.</b></li> </ul> <p>The stage to have a spring-loaded slide holder, so that slides can be positioned safely and accurately, while allowing smooth travel in traverse directions.</p> <p>The travel range to be a least 75 mm x 30 mm (W x D); the knobs to be in a fatigue-proof position and suitable for right- or left-hand operation.</p>	
<p><b>Condenser</b>  Focusable Abbe-style sub-stage condenser,</p>	

<p>0.9/1.25, with rack and pinion arrangement incorporating an iris diaphragm. Device for blue filter (approximately 32 mm) and/or other filters.</p>	<p>-</p>
<p><b>Sub stage illuminator</b> Modular illumination is preferable (e.g. a white LED light source with a battery pack). Modules to be easy to change, preferably without tools or with a standard key that is included when delivered.</p> <p>The sub stage illuminator to have a built-in variable light source (e.g. a20 30 W, 6 V halogen lamp or 3 W, 6 V LED) with a constant power supply and automatic voltage surge protection.</p> <p>The light intensity to be adjustable and the on/off switch to be easily accessible. The lamp to have a lamp socket and the bulb to be easily replaceable. The housing for the light source to be designed to prevent dispersion of light and mounted to prevent heating the body of the microscope.</p> <p>For LED:</p> <ul style="list-style-type: none"> <li>• Fluorescence attachment for reflected light mode, with a blue LED light source and battery pack.</li> <li>• Alternatively, a fluorescence attachment for transmitted light mode, with a blue LED light source to replace the light source of a bright field microscope.</li> <li>• For each fluorescence attachment, a battery pack that can be installed between the power supply and the illumination unit (to act as an uninterrupted power supply [UPS] and filter against voltage surge)</li> </ul> <p>Focusing knobs</p> <ul style="list-style-type: none"> <li>• The microscope to have coaxial coarse and fine focusing knobs. The fine focusing movement to have a sensitivity of at least 500 µm/rotation over the entire coarse focusing range, and the total range to be at least 15 mm. The focusing knobs to be positioned on both sides and the microscope to have a safety focusing stop arrangement.</li> </ul>	

<ul style="list-style-type: none"> <li>All metallic parts of the microscope to be corrosion proof, acid proof and stain proof. All metallic parts should be corrosion-proof, acid-proof, stain-proof</li> </ul> <p><b>The manufacturer/supplier shall provide a duly calibrated measure instrument and demonstrate the specifications for the purpose of inspection</b></p>	
<p><b>Electric needs</b></p> <ul style="list-style-type: none"> <li>Supply voltage: 230 ± 10V, AC, 50/60 Hz</li> </ul>	
<ul style="list-style-type: none"> <li>Consumption: Depending on the illumination equipment (approx. 20 400 W) For LED only a few W</li> </ul>	
<ul style="list-style-type: none"> <li>Conform to electrical safety IEC-60601-1,</li> </ul>	
<ul style="list-style-type: none"> <li>UL 61010-1, EN 61010-1</li> </ul>	
<ul style="list-style-type: none"> <li>for LED: Power supply, wide range input.</li> </ul>	
<ul style="list-style-type: none"> <li>One battery pack with each microscope is required to be supplied together with a charger as an uninterrupted power supply.</li> </ul>	
<ul style="list-style-type: none"> <li>Protection class in accordance with EN 60529</li> </ul>	
<ul style="list-style-type: none"> <li>Circuit radio interference free in accordance with EN 55 014</li> </ul>	

**Schedule No. VI UPS with Batteries 3KVA Half Hour**

<b>MAIN SPECIFICATIONS:</b>	<b>Compliance with offered equipment/Deviation if any</b>
UPS microprocessor controlled, line interactive, on line continuous transducer, 20 minutes	
Booster function to regulate up voltage brake down to 170 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: 230 V +/- 25 %, 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 +/- 3 %, 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]	
<b>Electric needs</b>	
Supply voltage: 230 ± 10V, AC, 50/60 Hz, Voltage and plugs adapted to those used in India.	

**Schedule No. VII UPS with Batteries 5KVA Half Hour**

<b>MAIN SPECIFICATIONS:</b>	<b>Compliance with offered equipment/Deviation if any</b>
UPS microprocessor controlled, line interactive, on line continuous transducer, 20 minutes	
Booster function to regulate up voltage brake down to 170 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: 230 V +/- 25 %, 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 +/- 3 %, 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]	
<b>Electric needs</b>	
Supply voltage: 230 ± 10V, AC, 50/60 Hz, Voltage and plugs adapted to those used in India.	



**Schedule No. VIII : 1.5 TR 3 star Split AC with Stabilizer**

<b>MAIN SPECIFICATIONS:</b>	<b>Compliance with offered equipment / Deviation if any</b>
<p>Air conditioners suitable for 230V, 50 Hz single phase AC supply shall be capable of performing the functions as cooling, dehumidifying, air circulating and filtering. The air conditioners shall be complete with automatic temperature control and cut-in and cut-out etc. for temperature range 16 to 30 degree C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/-1.75 degree C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS: 11338:1985. The ECO friendly air conditioners shall have ECO MARK from Bureau of Indian Standards.</p>	
<p>Outdoor unit of the air conditioners shall be fitted discharge cooled type rotary compressor operating on Refrigerant R-22 (or non-CFC refrigerant R-410 in case of Eco friendly Split Air Conditioner) with suitably rated capacitor start electric motor. It shall be equipped with overload protection and shall be mounted on resilient mountings for quiet operation. The Rotary compressor shall be of Matsushita/Hitachi/ Toshiba/ Carrier/ Emerson/ LG /Tecumseh make and shall be covered by manufacturers test certificate and TTC to JISS or ASHRAE.</p>	
<p>The minimum thickness of the base in outdoor unit shall be 1.20 mm &amp; sheet thickness for rest of the body shall be 0.70 mm (Min.) with galvanized coating thickness of 120 g/ sq. m and shall be provided with stiffeners for robust construction and shall have rounded corners. Galvanized sheet shall conform to IS:277/2003. Steel parts / front panel etc. shall have stove-enamelled finish preceded by thorough cleaning of the surface, phosphating and undercoat of anti-corrosive primer paint. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings shall also be acceptable in lieu of stove-enamelled finish.</p>	

<p>The casing of the indoor units shall be made of ABS/HIPS/GS and shall be impact resistant. The control box of indoor unit shall withstand flame retardant test to Grade V-O as per UL-94. For impact resistance the unit duly packed and dropped from a height of 1 m shall show no damage. The filter pads provided shall be washable.</p>	
<p>Remote cordless control with LCD/LED Display shall be provided with one On/Off timer, selecting fan speed (three speed) and setting up of temperature. Display shall be provided on indoor unit or on handset or on both.</p>	
<p>Maximum power consumption of the split air conditioners shall be measured at capacity rating test conditions. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.</p>	
<p>The supplier shall provide in-house test report detailing the EER values mentioned in schedule correspond to testing methods adopted in this specification and do not necessarily correlate one to one with the values specified by BEE for 3, 4 &amp; 5 star rating certification as mentioned in the Table 2.2 of the Gazette of India notification No 024(E) dt.05-01-2010, issued by Government of India. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 6-10 m length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.</p>	
<p>Servicing: Free servicing shall be provided for 3 years from the date of installation of air conditioner whichever is earlier. Firm is also required to send service engineer at least 6 times during the warranty period.</p>	
<p>Warrantee: Warrantee shall be provided for 3 years months from the date of installation of air conditioner. The compressor shall have additional warrantee of 4 years (In addition to above warrantee of 3 years on whole unit.)</p>	
<p>Installation: The installation charges consignee's site shall include the following work:</p> <ul style="list-style-type: none"> <li>• Mounting/Fitting indoor and outdoor units at the respective locations.</li> <li>• Laying refrigerant piping of 6mtrs length and</li> </ul>	

<p>connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.</p> <ul style="list-style-type: none"> <li>• Insulating the suction pipe with expanded polyethylene foam with 5mm thick tubing.</li> <li>• Laying 15mm drain pipe 10m length to drain out the condensate water being formed in the indoor unit.</li> <li>• Leak testing of the entire system.</li> <li>• Charging Refrigerant gas in the unit.</li> <li>• Suitable electric wiring between indoors and outdoors units up to 10mtrslength up to switch within 3 m of location of indoor unit. Switches/ Sockets/Plugs are not included in the scope of supply</li> </ul>	
<b>Stabilizer</b>	
Minimum Input Power (V): 170 V	
Maximum Input Power (V): 270 V	
Over Volt Protection	
Under Volt Protection	
Built In Thermal Overload Protection - Protects the stabilizer and compressors during high temperature burnout.	
Time Delay System for the compressor proper balancing time in power cuts.	
Wall Mountable	

**Schedule No. IX : 2 TR 3 star Split AC with Stabilizer**

<b>MAIN SPECIFICATIONS:</b>	<b>Compliance with offered equipment / Deviation if any</b>
<p>Air conditioners suitable for 230V, 50 Hz single phase AC supply shall be capable of performing the functions as cooling, dehumidifying, air circulating and filtering. The air conditioners shall be complete with automatic temperature control and cut-in and cut-out etc. for temperature range 16 to 30 degree C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/-1.75 degree C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS: 11338:1985. The ECO friendly air conditioners shall have ECO MARK from Bureau of Indian Standards.</p>	
<p>Outdoor unit of the air conditioners shall be fitted discharge cooled type rotary compressor operating on Refrigerant R-22 (or non-CFC refrigerant R-410 in case of Eco friendly Split Air Conditioner) with suitably rated capacitor start electric motor. It shall be equipped with overload protection and shall be mounted on resilient mountings for quiet operation. The Rotary compressor shall be of Matsushita/Hitachi/ Toshiba/ Carrier/ Emerson/ LG /Tecumseh make and shall be covered by manufacturers test certificate and TTC to JISS or ASHRAE.</p>	
<p>The minimum thickness of the base in outdoor unit shall be 1.20 mm &amp; sheet thickness for rest of the body shall be 0.70 mm (Min.) with galvanized coating thickness of 120 g/ sq. m and shall be provided with stiffeners for robust construction and shall have rounded corners. Galvanized sheet shall conform to IS:277/2003. Steel parts / front panel etc. shall have stove-enamelled finish preceded by thorough cleaning of the surface, phosphating and undercoat of anti-corrosive primer paint. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings shall also be acceptable in lieu of stove-enamelled finish.</p>	

<p>The casing of the indoor units shall be made of ABS/HIPS/GS and shall be impact resistant. The control box of indoor unit shall withstand flame retardant test to Grade V-O as per UL-94. For impact resistance the unit duly packed and dropped from a height of 1 m shall show no damage. The filter pads provided shall be washable.</p>	
<p>Remote cordless control with LCD/LED Display shall be provided with one On/Off timer, selecting fan speed (three speed) and setting up of temperature. Display shall be provided on indoor unit or on handset or on both.</p>	
<p>Maximum power consumption of the split air conditioners shall be measured at capacity rating test conditions. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.</p>	
<p>The supplier shall provide in-house report detailing the EER values mentioned in schedule correspond to testing methods adopted in this specification and do not necessarily correlate one to one with the values specified by BEE for 3, 4 &amp; 5 star rating certification as mentioned in the Table 2.2 of the Gazette of India notification No 024(E) dt.05-01-2010, issued by Government of India. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 6-10 m length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.</p>	
<p>Servicing: Free servicing shall be provided for 3 years from the date of installation of air conditioner whichever is earlier. Firm is also required to send service engineer at least 6 times during the warranty period.</p>	
<p>Warrantee: Warrantee shall be provided for 3 years months from the date of installation of air conditioner. The compressor shall have additional warrantee of 4 years (In addition to above warrantee of 3 years on whole unit.)</p>	
<p>Installation: The installation charges consignee's site shall include the following work:</p> <ul style="list-style-type: none"> <li>• Mounting/Fitting indoor and outdoor units at the respective locations.</li> <li>• Laying refrigerant piping of 6mtrs length and connecting both the units after drilling hole/holes</li> </ul>	

<p>in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.</p> <ul style="list-style-type: none"> <li>• Insulating the suction pipe with expanded polyethylene foam with 5mm thick tubing.</li> <li>• Laying 15mm drain pipe 10m length to drain out the condensate water being formed in the indoor unit.</li> <li>• Leak testing of the entire system.</li> <li>• Charging Refrigerant gas in the unit.</li> <li>• Suitable electric wiring between indoors and outdoors units up to 10mtrs length up to switch within 3 m of location of indoor unit. Switches/ Sockets/Plugs are not included in the scope of supply</li> </ul>	
<b>Stabilizer</b>	
Minimum Input Power (V): 170 V	
Maximum Input Power (V): 270 V	
Over Volt Protection	
Under Volt Protection	
Built In Thermal Overload Protection - Protects the stabilizer and compressors during high temperature burnout.	
Time Delay System for the compressor proper balancing time in power cuts.	
Wall Mountable	

**Schedule No. X : Water Distillation Plant**

<b>MAIN SPECIFICATIONS:</b>	<b>Compliance with offered equipment/Deviation if any</b>
<ul style="list-style-type: none"><li>• Complete unit made with double walled housing</li></ul>	
<ul style="list-style-type: none"><li>• Constant level arrangement for inlet water, with istillate withdrawal through drain cock</li></ul>	
<ul style="list-style-type: none"><li>• Wall hanging model, provided with MS Bracket for wall mounting should be made of 304 quality stainless steel.</li></ul>	
<ul style="list-style-type: none"><li>• Boiling Chamber, Lid, Cooling Condenser and any other part coming into contact with water / steam should be made of 304 grad stainless steel. Condenser cooling coil in the storage tank easily exchangeable</li></ul>	
<ul style="list-style-type: none"><li>• Heating is achieved with kettle type immersion heaters (two in quantity)</li></ul>	
<ul style="list-style-type: none"><li>• Capacity of the plant should be 4 - 5 litres per hour, should be provided with necessary safety features such as automatic disconnection of heater connections should the still run dry with double capacity storage tank..</li></ul>	
<ul style="list-style-type: none"><li>• Thermostatic low water cut off to protect the heating element in case of low water</li></ul>	
<ul style="list-style-type: none"><li>• Energy saving through distillation of heated cooling water</li></ul>	
<ul style="list-style-type: none"><li>• Electronic level switch switches the still off when the storage tank is full and restarts automatically when distillate is withdrawn</li></ul>	
<ul style="list-style-type: none"><li>• Electronic impurity detector</li></ul>	
<b>Electric needs</b>	
<ul style="list-style-type: none"><li>• Supply voltage: 230 ± 10V, AC, 50/60 Hz Voltage, should work on AC mains.</li></ul>	
<ul style="list-style-type: none"><li>• Plugs adapted to those used in India.</li></ul>	
<ul style="list-style-type: none"><li>• Voltage regulator of appropriate rating to be included to cope with 160-260 V.</li></ul>	
<ul style="list-style-type: none"><li>• Conform to electrical safety IEC-60601-1, UL 61010-1, EN 61010-1</li></ul>	

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

YES      NO

**ANY DEVIATIONS MUST BE LISTED BELOW:**

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## **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)**

#### **Contents**

1. Application
2. Use of contract documents and information
3. Patent Rights
4. Country of Origin
5. Performance Security
6. Technical Specifications and Standards
7. Packing and Marking
8. Inspection, Testing and Quality Control
9. Terms of Delivery
10. Transportation of Goods
11. Insurance
12. Spare parts
13. Incidental services
14. Distribution of Dispatch Documents for Clearance/Receipt of Goods
15. Warranty
16. Assignment
17. Sub Contracts
18. Modification of contract
19. Prices
20. Taxes and Duties
21. Terms and mode of Payment
22. Delay in the supplier's performance
23. Liquidated Damages
24. Termination for default
25. Termination for insolvency
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28. Governing language
29. Notices
30. Resolution of disputes
31. Applicable Law

## **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 twenty one (21) 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 denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled 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 up to 2 months from the notification of Award 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 shall remain valid for 24 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 twenty four (24) 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 dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

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

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 m<sup>3</sup>, 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 to be furnished by the Supplier are:

- (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 shall be:**

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.

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:

Payment for goods and Services supplied 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 (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 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 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 denominated 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.
  - (i) 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.

- (iii) 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 **the period specified in technical specification wherever specified but 2 years where not specified** 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. 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](mailto:procurement@samsconsult.com)  
The Supplier' address for notice purpose is:

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## **Section VI. Contract Forms**

### **Table of Forms**

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

# 1. Contract Form

Purchase order		Project No.
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In the event of a Contract, the successful Bidder shall receive this form duly filled.

<b>P. O. DATE:</b>	IMPORTANT: ALL shipments, invoices and correspondence must show PURCHASE ORDER and PROJECT NUMBER,				
<b>SHIP BY:</b>					
<b>CONSIGNEE</b>		<b>VENDOR N”:</b>			
<b>Attn:</b>		<b>Attn:</b>			
<b>Tel:</b>		<b>Tel:</b>			
<b>Fax:</b>		<b>FAX:</b>			
<b>DELIVERY TERMS (INCOTERMS 2010):</b>					
<b>PAYMENT TERMS:</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1					
2					
<b>Special Terms and Conditions</b>					
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.					
<b>CURRENCY- INR</b>			<b>GRAND TOTAL</b>		
<b>Date:</b>					
<b>Queries should be addressed to:</b>					
Buyer: Name Title, Tel					
<b>ON BEHALF OF SAMS:</b>					
Name of {Procurement Authority, Title, Business Unit					
<b>ACKNOWLEDGEMENT COPY:</b>					
<b>Vendor’s Signature:</b>			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 <a href="http://www.samsconsult.com">http://www.samsconsult.com</a> 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>					



## 2. Performance Security Bank Guarantee

[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)<sup>1</sup> 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]*,<sup>2</sup> 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]*

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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. Advance Payment Bank Guarantee**

*No advance payment shall be made*

## **4. Long Term Agreement**

**“Not Applicable”**