ADVERTISED TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF

DIAGNOSTIC KITS

FOR

National Centre For Disease Control
(Directorate General Health Services)

22- Sham Nath Marg, Delhi - 110054

1-10/2019-20/ Diagnostic Kits/ Stores/NCDC

INDEX

SECTION I

NOTICE INVITING TENDERS (NIT)
National Centre For Disease Control
(Directorate General of Health Services)
22 Sham Nath Marg,Delhi-54
Government of India

T/E No.: 1-10/2019-20/ Diagnostic Kits/ Stores/NCDC **Dated : 13.11.2019**

1. National Centre For Disease Control, under Directorate General of Health Services, Ministry of Health & Family Welfare, Govt. of India, for and on behalf of the President of India invites sealed tenders in **SINGLE BID SYSTEM**, from eligible and qualified bidders for supply of following testing kits:

Schedule No.	Brief Description of Goods	Quantity (Nos.)	Amount of Bid Security
	As detailed at SECTION - VI LIST OF REQUIREMENTS		20,000/-

2. Closing date & time for receipt of Bids :- 11.12.2019 - 10.30 AM
Bid opening date and time :- 11.12.2019 - 11.00 AM

3. **Bidding Documents are available at CPP Portal and NCDC website. Technical compliance sheet must be attached alongwith catalogue, wherein the technical compliance shall be indicated properly**.

4. Interested bidders may obtain further information about this requirement from the above office.

5. It is the responsibility of the Bidders to ensure that their Bids, whether sent by post or by courier or by person, are dropped in the Tender Box of NCDC, kept at Procurement Section/Stores Block, 22 Sham Nath Marg,Delhi-110054" by the closing date and time stipulated above in Para-2 for receipt of Bid, failing which the bid would be considered late and rejected.

6. The Invitation for Bid documents is not transferable.

7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.

Sd/-
(Pankaj Kumar)
Stores Officer
For Director ,
National Centre For Disease Control

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
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GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. **Definitions:**

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

1.3 **Abbreviations**:

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

2. Introduction

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

2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – "Notice inviting Tender" (NIT), the TE documents include:

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)

- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer's Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the TE documents and will be binding on them.

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

1 C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

Not applicable in this tender

12. Tender currencies

12.1 The tenderer shall quote only in Indian Rupees.

12.2 Deleted.

12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as **"NA"** by the tenderer.

13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

13.3 Deleted.

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

a) the price of the goods, quoted ex-factory/ex-showroom/ex-warehouse/off-the-shelf, as applicable, including all taxes and duties like sales tax, GST, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc.
b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for excise duty, GST, sales tax/VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 **Excise Duty:**

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 **Sales Tax:**

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

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

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

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

13.5.5 Deleted.

13.6 Deleted.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Deleted

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

14. Deleted.

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

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

17 Documents Establishing Tenderer's Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

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

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

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

18. Documents establishing good's Conformity to TE document.

18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

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

19. Earnest Money Deposit (EMD)

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

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:

i) Account Payee Demand Draft
ii) Banker's cheque and
iii) Bank Guarantee

19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the **"Director, National Centre for Disease Control, Delhi"** payable at Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.

19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Tender Validity

20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of **180 days** (One hundred and eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

21.2 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate". Duplicate tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders. Tenders are requested to submit tenders duly page numbered and in a binding form. **Tenders submitted in loose sheets will not be accepted.**

21.3 The original and duplicate copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

21.5 The tenderer is to seal the original and duplicate copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate", and writing the address of the purchaser and the tender reference number on the envelopes. The sentence **"NOT TO BE OPENED"** before _____ **(The tenderer is to put the date & time of tender opening)** are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

21.6 Deleted.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at Procurement Section, Stores Block**, NCDC - 22 Sham Nath Marg, Delhi-110054**. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to Superintendent, Stores**.**

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

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

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

25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

25.3 Deleted

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

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

27.3 Deleted

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

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

(i) Tender form as per Section X (signed & stamped) not enclosed.
(ii) Tender is unsigned.
(iii) Tender validity is shorter than the required period.
(iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
(v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
(vi) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
(vii) Deleted
(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
(ix) Poor/unsatisfactory past performance.
(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
(xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
(xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
(xiii) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Infirmity/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

32.1 Deleted

33. Schedule-wise Evaluation

33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

34. Comparison of Tenders

34.1.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis.

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

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

i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

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

i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

iii. The MSEs/MSME fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

41. Notification of Award

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

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

42. Issue of Contract

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

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

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

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

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

44. Return of E M D

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

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

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

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

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

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

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision
A	1 to 7	Preamble	No Change
B	8 to 10	TE documents	No Change
C	11 to 21	Preparation of Tenders	No Change
D	22 to24	Submission of Tenders	No Change
E	25	Tender Opening	No Change
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change
G	38 to 46	Award of Contract	No Change

SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

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

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

A	**Preamble**	No Change
B	**TE documents**	No Change
C	**Preparation of Tenders**	No Change
D	**Submission of Tenders**	No Change
E	**Tender Opening**	No Change
F	**Scrutiny and Evaluation of Tenders**	No Change
G	**Award of Contract**	No Change

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

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

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

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

3. Patent Rights

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

4. Country of Origin

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

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

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

5. Performance Security

5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 30 months from the date of Notification of Award

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

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

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

5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

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

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

5.5 Not applicable for this tender.

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 transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

7.3 **Packing instructions**:

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Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (as per the list of 10 consignees mentioned) and mark each package on three sides with the following with indelible paint of proper quality:

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

8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

8.3.1 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

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

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

8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bereau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract. Supplies to be given within 35 days of placement of Order.

10. Transportation of Goods

The supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

The supplier will be responsible till the entire contracted goods reach the consignee in full & good condition.

12. Spare parts (12.1 & 12.2 not applicable for this tender).

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

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

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

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

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

13. Incidental services - not applicable for this tender

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

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

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

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.
Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

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

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

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

15. Warranty (Not applicable for this tender)

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The **warranty** shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.

a. No conditional warranty will be acceptable.
b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
   - Any kind of motor.
   - Plastic & Glass Parts against any manufacturing defects.
   - All kind of sensors.
   - All kind of coils, probes and transducers.
   - Printers and imagers including laser and thermal printers with all parts.
c. Replacement will be under taken for the defective goods.
d. Proper marking has to be made on packing.

15.3 In case of any claim arising out of this, the Consignee shall promptly notify the same in writing to the supplier.

15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions

15.5 to 15.7 pertaining to machine equipment.

16. Assignment

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

17. Sub Contracts

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

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

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

18. Modification of contract

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

a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
b) Mode of packing,
c) Incidental services to be provided by the supplier
d) Mode of despatch,
e) Place of delivery, and

f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

a) **On delivery:**

b) **On Acceptance:**

100% payment would be made against 'Final Acceptance Certificate'/satisfactory certificate by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee satisfactory receipt of Kits/testing.

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

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

21.4 Deleted.

21.5 The payment shall be made in the currency / currencies authorised in the contract.

21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

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

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

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

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:

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

22. Delivery

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract. Supplies to be given within 40 days of placement of Order.

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

(i) imposition of liquidated damages,
(ii) forfeiture of its performance security and
(iii) termination of the contract for default.

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

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

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

22.6 Passing of Property:

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

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

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

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% per month of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

24. Termination for default

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

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

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

25. Termination for insolvency

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

26. Force Majeure

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

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

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

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

27. Termination for convenience

27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

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

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

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

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

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

30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

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

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

33. General/ Miscellaneous Clauses

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

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

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

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

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

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

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

SECTION - VI
LIST OF REQUIREMENTS

Part I

Sr. No.	Name of the Kit /Specifications	Quantity Required
1	Rapid Hepatitis A test (anti HAV 50 tests in each kit) 1. The assay should detect IgM anti HAV antibodies. 2. Should be compatible with plasma and serum both. 3. Adequate documents detailing the principle, components, biosafety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit. 4. The kit should have approval of the statutory authority from the country of origin 5. In case of imported kits it should be registered and licensed by the DCG(I) 6. In case of indigenous manufactures should be licensed by the competent authority defined under Drugs and Cosmetics Act (1940) and medical device rule 2017 7. The kit should have minimum shelf life of 60% or 12 months (whichever is more) at the port/place of discharge of consignees. 8. The total procedure time shall not be more than 30 minutes. 9. The assay component should include positive and negative controls sufficient for conducting 20% of the test (10% negative and 10% positive controls). 10. The assay should have sensitivity ≥97% and specificity of ≥98% as claimed by the manufacturer in the kit literature as per kit inserts from manufacturer subject to modification by the program. 11. The control dot/band should be able to detect the presence of human immunoglobulin and should not be just a "procedural control" or meant merely for checking the flow of reagents or integrity of antigens General Specifications 1. The manufacturer /authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2-8° C. The cumulative time temperature indicator technology should be used on each kit and be pre-qualified by WHO. 2. The pack size should not be more than 50 tests wherein each test is individually packed. 3. 8 kits should be supplied along with the procurement lot of which four kits will be used for validation, subject to which the kits of each batch and lot no. will be supplied to program and four kits will be retained for evaluation close to the expiry of the kit or in case of legal dispute with regards to performance of the kit as per specified parameters 4. The kit will be evaluated on the above parameters by the centers approved by the program	50 nos
2	Rapid Hepatitis E test (anti HEV 50 tests in each kit) 1. The assay should detect IgM anti HEV antibodies. 2. Should be compatible with plasma and serum both. 3. Adequate documents detailing the principle, components, biosafety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit. 4. The kit should have approval of the statutory authority from the country of origin 5. In case of imported kits it should be registered and licensed by the DCG(I) 6. In case of indigenous manufactures should be licensed by the competent authority defined under Drugs and Cosmetics Act (1940) and medical device rule	50 nos

	2017 7. The kit should have minimum shelf life of 60% or 12 months (whichever is more) at the port/place of discharge of consignees. 8. The total procedure time shall not be more than 30 minutes. 9. The assay component should include positive and negative controls sufficient for conducting 20% of the test (10% negative and 10% positive controls). 10. The assay should have sensitivity ≥97% and specificity of ≥98% as claimed by the manufacturer in the kit literature as per kit inserts from manufacturer subject to modification by the program. 11. The control dot/band should be able to detect the presence of human immunoglobulin and should not be just a "procedural control" or meant merely for checking the flow of reagents or integrity of antigens General Specifications 1. The manufacturer /authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2-8° C. The cumulative time temperature indicator technology should be used on each kit and be pre-qualified by WHO. 2. The pack size should not be more than 50 tests wherein each test is individually packed. 3. 8 kits should be supplied along with the procurement lot of which four kits will be used for validation, subject to which the kits of each batch and lot no. will be supplied to program and four kits will be retained for evaluation close to the expiry of the kit or in case of legal dispute with regards to performance of the kit as per specified parameters 4. The kit will be evaluated on the above parameters by the centers approved by the program	
3	**RT-PCR kit for ECHO** **Specification:-** 1. Should be compatible with ABI 7500 RT-PCR system. 2. Can be used for extracted DNA from blood/ serum/ cell culture samples. 3. Should be preferably quantitative. 4. Preferably for 50 reactions. 5. Original kit inserts (not photocopy) should be provided with each kit. 6. The controls must be sufficient in quantity to enable testing of small number of samples at a time. 7. The kit should have minimum 60% of shelf life at the place of discharge of consignees 8. IVD/FDA/CE/WHO approved	100 reactions
4	**RT-PCR kit for Coxsackie A16** **Specification:-** 1. The kit should be compatible with ABI 7500 system 2. The kit Can be used either for extracted RNA from blood/ serum/stool/ vesicular fluid/throat swab/ rectal swab/CSF or cell culture samples OR it can be used directly for these samples 3. Preferably for 50 reactions per kit 4. Original kit inserts (not photocopy) should be provided with each kit. 5. The controls must be sufficient in quantity to enable testing of small number of samples at a time. 6. The kit should have minimum 60% of shelf life at the place of discharge of consignees	100 reactions
5	**RT-PCR kit for EV-71** **Specification:-** 1. The kit should be compatible with ABI 7500 system 2. The kit Can be used either for extracted RNA from blood/ serum/stool/ vesicular fluid/throat swab/ rectal swab/CSF or cell culture samples OR it can be used directly for these samples 3. Preferably for 50 reactions per kit	100 reactions

	4. Original kit inserts (not photocopy) should be provided with each kit. 5. The controls must be sufficient in quantity to enable testing of small number of samples at a time. 6. The kit should have minimum 60% of shelf life at the place of discharge of consignees 7. IVD/FDA/CE/WHO approved	
6	**RT-PCR kit for Coxsackie virus** **Specification:-** 1. Should be compatible with ABI 7500 RT-PCR system. 2. Can be used for extracted RNA from blood/ serum/ cell culture samples. 3. Should be preferably quantitative. 4. Should be preferably able to identify common serotypes of Type A and Type B Coxsackie viruses. 5. Preferably for 50 reactions. 6. Original kit inserts (not photocopy) should be provided with each kit. 7. The controls must be sufficient in quantity to enable testing of small number of samples at a time. 8. The kit should have minimum 60% of shelf life at the place of discharge of consignees 9. IVD/FDA/CE/WHO approved	100 reactions
7	**Anti-Measles IgG kit** **Specification:-** 1. The kits must be of 96 wells format (12 columns X 8 rows) 2. The kit should be compatible for Blood/ Serum and CSF specimens. 3. The kit should be suitable for diagnosis of subacute sclerosing pan-encephalitis **(SSPE)**. Estimation of antibody titres in blood/ serum and CSF should be possible. 4. Cold chain requirements must be ensured at all times during storage as well as transportation of kits. 5. Compatible for standard ELISA washer & reader. 6. The controls must be in sufficient quantity to enable testing of small number of samples at multiple time. 7. The kit should be for In Vitro Diagnostic use 8. Original kit literature (not photocopy) should be provided. 9. The kits should have sensitivity and specificity ≥ 80%. 10. The kit should have minimum 60% of shelf life at the place of discharge of consignees.	3 Kits
8	**Real time PCR kit for Human Herpes Virus-6** 1.Should be compatible with ABI 7500 RT-PCR system. 2. Can be used for extracted DNA from blood/ serum/ cell culture samples. 3. Should be preferably quantitative.4. Preferably for 50 reactions. 5. Original kit inserts (not photocopy) should be provided with each kit.6.The controls must be sufficient in quantity to enable testing of small number of samples at a time. 7. The kit should have minimum 60% of shelf life at the place of discharge of consignees 8. IVD/FDA/CE/WHO approved	100 reaction
9	**Filariasis Antigen Strips** **Specification:** for filaria (wucheria bancrofti) antigen expiry 10-12 months at the time of delivery	**12 Nos (30test per kit)**
10	**Western Blot test for detection of HIV1/2 antibody** Expiry of the kit should be at least 12 months at the time of delivery. Kit controls and reagents should be sufficient for all the tests.[Pack size: 15-30 tests per kit]	**500 tests**

11	**Primer for HIV-1 Subtype C** HPLC purified primers- 2 pairs each for HIV-1(V3),vif & vpr and gag genes	**8 pairs**
12	**One step RT-PCR kit for Zika virus (for Real Time PCR)** •Compatible with Applied Biosystems 7900 real time PCR machine for zika virus RNA •Taqman chemistry •Integrated internal and positive controls •Can detect low viral load •The reagents must be sufficient in quantity to enable testing of small number of samples at a time. •Original kit inserts should be provided with the kit. •High reproducibility. No inter-assay variability •Desirable specifications: IVD/FDA/CE/WHO approved	**50 reaction x 2**
13	**One step RT-PCR kit for Rabies virus (for Real Time PCR)** •Compatible with Applied Biosystems 7900 real time PCR machine for detection of Rabies virus RNA •Taqman chemistry •Integrated internal and positive controls •Can detect low viral load •The reagents must be sufficient in quantity to enable testing of small number of samples at a time. •Original kit inserts should be provided with the kit. •High reproducibility. No inter-assay variability •Desirable specifications: IVD/FDA/CE/WHO approved	**50 reaction x 1**
14	**One step RT-PCR kit for Chandipura virus (for Real Time PCR)** •Compatible with Applied Biosystems 7900 real time PCR machine for detection Chandipura virus RNA •Taqman chemistry •Integrated internal and positive controls •Can detect low viral load •The reagents must be sufficient in quantity to enable testing of small number of samples at a time. •Original kit inserts should be provided with the kit. •High reproducibility.No inter-assay variability •Desirable specifications:IVD/FDA/CE/WHO approved	**50 reaction x 1**
15	**Chikungunya IgM/Ig G Rapid card (25 Tests)** 1. rapid diagnostic test for IgM and Ig G detection of chikungunya antigens 2. Immunochromatographic based 3.Human serum/ plasma/whole blood 4. The kits must be of very high sensitivity 95%, specificity 90-95% as claimed by the manufacturer in kit insert 5. Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits.Original kit literature (not photocopy) should be provided with each kit. 6. Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 ºC Panbio/equalant	**100 test of each IgM and Ig G(4-kits)**
16	**Crimean Congo Haemmorhagic Fever IgM ELISA Kits (96 well)** 1. The kits must be of 96 wells format (12 columns X 8 rows) The 12 strips each consisting of 8 wells, should be separate/ detachable to enable testing of small number of samples. 2. The kit should be compatible for Blood/ Serum 3.The reagents and controls must be in sufficient quantity to enable testing of small number of samples at a time. Preferably one year expiry but not less than six months 3. Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits. Original kit literature (not photocopy) should be provided with each kit.4.The ELISA kit should be designed for qualitative detection of Ig M antibodies to CCHF antigens5. Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 ºC The kits must be of very high sensitivity 95%, specificity 90-95% as claimed by the manufacturer in kit insert Vector Best/Euroimmune	**01kitsX96 well**
17	**Crimean Congo Haemmorhagic Fever IgG ELISA Kits (96 well)** 1. The kits must be of 96 wells format (12 columns X 8 rows) The 12 strips each consisting of 8 wells, should be separate/ detachable to enable testing of small number of samples.2. The kit should be compatible for Blood/ Serum 3.The reagents and controls must be in sufficient quantity to enable testing of small number of samples at a time. Preferably one year expiry but not less than six months 3. Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits. Original kit literature (not photocopy) should be	**01kit X96 well**

	provided with each kit. 4.The ELISA kit should be designed for qualitative detection of Ig G antibodies to CCHF antigens 5. Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 °C The kits must be of very high sensitivity 95%, specificity 90-95% as claimed by the manufacturer in kit insert Vector Best/Euroimmune	
18	**Western Blot IgG assay for lyme disease** 1. The kits must be based on immunoblotting technichue 2. The kit should be compatible for Blood/ Serum/CSF specimens for qualitative detection of Ig G antibodies to Borrelia burgdorferi antigen, p100, VlsE, p58, p41 (Flagellin), p39 (BmpA), p31 (OspA), p23 (OspC), p18(DbpA) coated 3. The reagents and controls must be in sufficient quantity to enable testing of small number of samples at a time. Preferably one year expiry but not less than six months 4. Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits.Original kit literature (not photocopy) should be provided with each kit.5. Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 °C The kits must be of very high sensitivity 95%, specificity 90-95% as claimed by the manufacturer in kit insert	**3 kits (each of 100 strips)**
19	**F1 Antigen Detection kit for plague(rapid immune chromatography) kit** 1. Rapid diagnostic test for F 1 antigen for Y. Pestis 2. Immunochromatographic based 3.Human serum/ plasma/whole blood 4. Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits.Original kit literature (not photocopy) should be provided with each kit. 5.Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 °C The kits must be of very high sensitivity 95%, specificity 90-95% as claimed by the manufacturer in kit insert	**20 packs (10 No. in pack)**
20	**Enterobacteriaceae identification kit (Oxidase,ONPG,Lysine,Ornithine, Urease, Phenylalalnine deamination, Nitrate Reduction, H2S Production, Citrate, VP,MR, Indole, Malonate,Esculin Hydrolysis, Arabinise, Xylose,Adonitol, Rhamnose, Cellobise, Melibiose, Saccharose, Raffinose, Trehalose, Glucose & Lactose)**1. kit must include all reagents needed for the biochemicals. 2. Preferably one year, minimum Six Months Expiry 3. Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits.Original kit literature (not photocopy) should be provided with each kit.	**200 nos strips**
21	**Bacillus Identification Kit (Malonate, Voges Proskauer's, Citrate, ONPG, Nitrate Reduction, Catalase, Arginine, Surcose, Mannitol, Glucose, Arabinoe, Trehalose)** kit must include all reagents needed for the biochemicals. Preferably one year, minimum Six Months Expiry . Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits.Original kit literature (not photocopy) should be provided with each kit.	**150 nos**
22	**Yersinia antibody detection kit i. i) PHA and PHI a)F1 antigen sensitised sheep RBCs** **b) HA Diluent** **c) HI Diluent** **d) Y.pestis F1 antiserum(Rabbit)** **e) Normal Rabbit serum or** **ii. ELISA** Preferably one year, minimum Six Months Expiry . Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits.Original kit literature (not photocopy) should be provided with each kit.	**4 kits(50 test) Total 200 tests**

23	**KFD IgM capture ELISA kit (96 wells)** 1.The kits must be of 96 wells format (12 columns X 8 rows) The 12 strips each consisting of 8 wells, should be separate/ detachable to enable testing of small number of samples. 2.The kit should be compatible for Serum 3. The reagents and controls must be in sufficient quantity to enable testing of small number of samples at a time. Preferably one year expiry but not less than six months 4.Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits. Original kit literature (not photocopy) should be provided with each kit.5.The ELISA kit should be designed for qualitative detection of KFD IgM antibody in human serum. 6. The ELISA kit for detection of KFD IgM antibody should have a sensitivity of >90% and a specificity of >95% with the gold standard as claimed by kit literature 7.Desirable specifications: IVD/FDA/CE/ WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 ºC	**1-kit(96-wells)**
24	**KFD IgG capture ELISA kit (96 wells)** 1.The kits must be of 96 wells format (12 columns X 8 rows) The 12 strips each consisting of 8 wells, should be separate/ detachable to enable testing of small number of samples. 2.The kit should be compatible for Serum 3.The reagents and controls must be in sufficient quantity to enable testing of small number of samples at a time. Preferably one year expiry but not less than six months 4.Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits. Original kit literature (not photocopy) should be provided with each kit. 5.The ELISA kit should be designed for qualitative detection of KFD IgG antibody in human serum. 6. The ELISA kit for detection of KFD IgG antibody should have a sensitivity of >90% and a specificity of >95% with the gold standard as claimed by kit literature 7.Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 ºC	**96 Well X 1**
25	**Chandipura virus IgM capture ELISA kit (96 wells)** 1.The kits must be of 96 wells format (12 columns X 8 rows) The 12 strips each consisting of 8 wells, should be separate/ detachable to enable testing of small number of samples. 2.The kit should be compatible for Serum 3.The reagents and controls must be in sufficient quantity to enable testing of small number of samples at a time. Preferably one year expiry but not less than six months 4.Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits. Original kit literature (not photocopy) should be provided with each kit. 5.The ELISA kit should be designed for qualitative detection of Chandipura virus IgM antibody in human serum. 6. The ELISA kit for detection of Chandipura virus IgM antibody should have a sensitivity of >90% and a specificity of >95% with the gold standard as claimed by kit literature 7.Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 ºC	**96 well X 1**
26	**Chandipura virus IgG capture ELISA kit (96 wells)** 1.The kits must be of 96 wells format (12 columns X 8 rows) The 12 strips each consisting of 8 wells, should be separate/ detachable to enable testing of small number of samples. 2.The kit should be compatible for Serum 3. The reagents and controls must be in sufficient quantity to enable testing of small number of samples at a time. Preferably one year expiry but not less than six months 4.Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits. Original kit literature (not photocopy) should be provided with each kit. 5.The ELISA kit should be designed for qualitative detection of Chandipura virus IgG antibody in human serum. 6. The ELISA kit for detection of Chandipura virus IgG antibody should have a sensitivity of >90% and a specificity of >95% with the gold standard as claimed by kit literature 7.Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 ºC	**96 well X 1**

27	**Ebola virus IgM capture ELISA kit (96 wells)** 1.The kits must be of 96 wells format (12 columns X 8 rows) The 12 strips each consisting of 8 wells, should be separate/ detachable to enable testing of small number of samples. 2.The kit should be compatible for Serum 3. The reagents and controls must be in sufficient quantity to enable testing of small number of samples at a time. Preferably one year expiry but not less than six months 4.Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits. Original kit literature (not photocopy) should be provided with each kit. 5.The ELISA kit should be designed for qualitative detection of Ebola virus IgM antibody in human serum. 6. The ELISA kit for detection of Ebola virus IgM antibody should have a sensitivity of >90% and a specificity of >95% with the gold standard as claimed by kit literature 7.Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 °C	**96 well X 1**
28	**Ebola virus IgG capture ELISA kit (96 wells)** 1.The kits must be of 96 wells format (12 columns X 8 rows) The 12 strips each consisting of 8 wells, should be separate/ detachable to enable testing of small number of samples. 2.The kit should be compatible for Serum 3. The reagents and controls must be in sufficient quantity to enable testing of small number of samples at a time. Preferably one year expiry but not less than six months 4.Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits. Original kit literature (not photocopy) should be provided with each kit. 5.The ELISA kit should be designed for qualitative detection of Ebola virus IgG antibody in human serum. 6. The ELISA kit for detection of Ebola virus IgG antibody should have a sensitivity of >90% and a specificity of >95% with the gold standard as claimed by kit literature 7.Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 °C	**96 well X 1**
29	**One step Real Time PCR kit for Borrelia burgdorferi** • Compatible with Applied Biosystems 7900 real time PCR machine for detection Borrelia burgdorferi DNA •Taqman chemistry • Integrated internal and positive controls •Can detect low bacterial load •The reagents must be sufficient in quantity to enable testing of small number of samples at a time. . Original kit inserts should be provided with the kit. . Desirable specifications: IVD/FDA/CE/WHO approved	**50 reaction x 1**
30	**One step RT-PCR kit for JE virus (for Real Time PCR)** •Compatible with Applied Biosystems 7900 real time PCR machine for detection JE virus RNA •Taqman chemistry •Integrated internal and positive controls •Can detect low viral load • The reagents must be sufficient in quantity to enable testing of small number of samples at a time. . Original kit inserts should be provided with the kit. . Desirable specifications: IVD/FDA/CE/WHO approved	**50 reaction x 2**
31	**One step RT-PCR kit for KFD virus (for Real Time PCR)** •Compatible with Applied Biosystems 7900 real time PCR machine for detection KFD virus RNA •Integrated internal and positive controls • Can detect low viral load •The reagents must be sufficient in quantity to enable testing of small number of samples at a time. . Original kit inserts should be provided with the kit. . Desirable specifications: IVD/FDA/CE/WHO approved	**50 reaction x 1**

32	**Rapid card test(For Brucella antibody detection)** 1.Rapid diagnostic test for Rapid detection of Brucella IgM/IgG/total antibody 2.Immunochromatographic based 3. Human serum compatible 4. The kits must be of very high sensitivity 95%, specificity 90-95% as claimed by the manufacturer in kit insert 5. Cold chain (2 to 8 degree C) must be ensured at all times during storage as well as transportation of kits. Original kit literature (not photocopy) should be provided with each kit. 6. Desirable specifications: IVD/FDA/CE/WHO approved .The kit should have a shelf-life of at least 6 months when stored at temperature of 2 - 8 ºC	**02 kits (each of 50 card)**
33	**One step RT-PCR kit for Nipah virus (for Real Time PCR)•** Compatible with Applied Biosystems 7900 real time PCR machine for detection Nipah virus RNA • Taqman chemistry • Integrated internal and positive controls • Can detect low viral load • The reagents must be sufficient in quantity to enable testing of small number of samples at a time. . Original kit inserts should be provided with the kit. . Desirable specifications: IVD/FDA/CE/WHO approved	**50 reaction x 1**
34	**One step RT-PCR kit for Hanta virus (for Real Time PCR)** Compatible with Applied Biosystems 7900 real time PCR machine for detection Hantavirus RNA •Taqman chemistry • Integrated internal and positive controls • Can detect low viral load • The reagents must be sufficient in quantity to enable testing of small number of samples at a time. . Original kit inserts should be provided with the kit. . Desirable specifications: IVD/FDA/CE/WHO approved	**50 reaction x 1**
35	**Zika RNA Control** • Lyophilized RNA • Purified complete microbial genome• Any sequence can be amplified • Can be used in any molecular testing platform •Concentration range: 15000-20.000 copies/µl determined by qPCR • Non infectious • A resuspension vial maybe provided within the kit with Molecular Biology Grade Water.	**Resuspendable up to 500 µl**
36	**Dengue RNA control (Dengue virus 1, Dengue virus 2, Dengue virus 3, Dengue virus 4,)** • Lyophilized RNA • Purified complete microbial genome • Any sequence can be amplified • Can be used in any molecular testing platform •Concentration range: 15000-20.000 copies/µl determined by qPCR • Non infectious • A resuspension vial maybe provided within the kit with Molecular Biology Grade Water.	**Resuspendable up to 500 µl for each serotype**
37	**Chikungunya RNA control** • Lyophilized RNA • Purified complete microbial genome • Any sequence can be amplified • Can be used in any molecular testing platform • Concentration range: 15000-20.000 copies/µl determined by qPCR • Non infectious • A resuspension vial maybe provided within the kit with Molecular Biology Grade Water.	**Resuspendable up to 500 µl**

38	**Rabies RNA control** • Lyophilized RNA • Purified complete microbial genome • Any sequence can be amplified • Can be used in any molecular testing platform • Concentration range: 15000-20.000 copies/µl determined by qPCR • Non infectious • A resuspension vial maybe provided within the kit with Molecular Biology Grade Water.	**Resuspendable up to 500 µl**
39	**Yellow fever RNA control** • Lyophilized RNA • Purified complete microbial genome • Any sequence can be amplified • Can be used in any molecular testing platform • Concentration range: 15000-20.000 copies/µl determined by qPCR • Non infectious • A resuspension vial maybe provided within the kit with Molecular Biology Grade Water.	**Resuspendable up to 500 µl**
40	**Crimean Congo Haemmorhagic Fever RNA control** • Lyophilized RNA • Purified complete microbial genome • Any sequence can be amplified • Can be used in any molecular testing platform • Concentration range: 15000-20.000 copies/µl determined by qPCR • Non infectious • A resuspension vial maybe provided within the kit with Molecular Biology Grade Water.	**Resuspendable up to 500 µl**
41	**West Nile RNA Control** • Lyophilized RNA • Purified complete microbial genome • Any sequence can be amplified • Can be used in any molecular testing platform • Concentration range: 15000-20.000 copies/µl determined by qPCR • Non infectious • A resuspension vial maybe provided within the kit with Molecular Biology Grade Water.	**Resuspendable up to 500 µl**
42	**Japanese Encephalitis RNA Control** • Lyophilized RNA • Purified complete microbial genome • Any sequence can be amplified • Can be used in any molecular testing platform • Concentration range: 15000-20.000 copies/µl determined by qPCR • Non infectious • A resuspension vial maybe provided within the kit with Molecular Biology Grade Water.	**Resuspendable up to 500 µl**
43	**Viral (RNA) extraction mini kit** Isolation of good yield nucleic acid for all types of tissue samples and body fluids	**2**
44	**Zika RT-PCR Kit** Detection of Zika virus specific RNA Ready -to- use kit including	**1**

45	**Pandemic H1N1/09 Assay Set** **Specification :-** • Assay set should have primer & probe capable for detecting four targets genes viz. Influenza A, H1, H1 (Pdm) & RNP for detecting Pdm H1N1 2009 strain. • Primer & Probe for above targets genes should be provided in independent vial. • Capable for detecting one or more targets as per required. • Should be Compatible with existing ABI 7500, Step One and Step One PlusReal Time PCR Test machine Validated by CDC/WHO/FDA/	4kits(1000 tests each)
46	**Primers and Probes for Seasonal Influenza A (H3N2)and Influenza B** **Specification:-** Oligonucleotide Sequence (5'-3') (21 to 27 bp) **Inf A H3N2** **Forward**: AAG CAT TCC YAA TGA CAA ACC **Reverse:** ATT GCR CCR AAT ATG CCT CTA GT **Probe:** CAG GAT CAC ATA TGG GSC CTG TCC CAG **Inf B** **Forward:** TCC TCA AYT CAC TCT TCG AGC G **Reverse**: CGG TGC TCT TGA CCA AAT TGG **Probe:** CCA ATT CGA GCA GCT GAA ACT GCG GTG All primers should be HPLC purified and 50 to 100 n mol scale. TaqMan probes are labeled at the 5'-end with reporter molecules 6 -carboxyfluorescein (FAM) and with the quencher, Black hole Quencher1 (BHQ1) at the 3′-end.	5,000 tests each (i.e. 5000 tests of Inf A H3N2 and 5000 tests of Inf B)
47	**Viral RNA extraction kit** **Specification:-** Isolation of good yield nucleic Acid {From all type of body fluids including throat swab and Nasopharyngeal swab}	80kits (50rxs each)
48	**One Step Real TimeRT-PCR Kits** **Specification:-** 1. Having high specificity and sensitivity for consistent amplification of RNAs 2. Having TaqMan primer probe compatibility and Primer-probe detection 3. Having highly efficient Reverse Transcriptase (preferably a mutant MMLV Reverse Transcriptase) which able produces high cDNA yields 4. Having hot-start Taqgold DNA polymerase for higher specificity 5. Contains ROX for quantitative fluorescent signal normalization 6. Compatible with Real time PCR machines: ABI Step One plus, ABI 7500 7. Having pack size of 1000 rxns. IVD/FDA/CE/WHO approved	10Kits

49	**Multiplex Real Time RT PCR kit for detection of viral meningitis and viral encephalitis in CSF** **Specification:-** 1. Specimen- RNA /Serum/ CSF 2. For testing CMV, EBV, Adenovirus, Herpes simplex1,2, Varicella zoster, enterovirus, Parechovirus, human herpes virus 6,7, ParvoB-19 with internal controls 3. Pack size -Preferably 50 to 60 sample testing per kit. Should be Compatible with existing ABI 7500 Real time PCR System. 4. The kit should have minimum 60% shelf life left at the place of discharge of consignee at the time of delivery 5. The reagents must be sufficient in quantity to enable testing of small number of samples at a time. 6. Original kit inserts should be provided with the kit. 7. There should not be any cross reactivity 8. High sensitivity, specificity and reproducibility. No inter-assay variability 9. Desirable specifications: IVD/FDA/CE/WHO approved	02kits
50	**Multiplex Real time RT PCR kit for detection of respiratory pathogens** **Specification:-** 1. Specimen-Respiratory samples 2. For testing InfA ,InfB, Rhinovirus, Coronavirus NL63,229E,OC43,HKU1,Parainfluenza1,2,3,,4,human MetapneumoniavirusA/B, Bocavirus, RSVA /B, adenovirus, enterovirus, parechovirus, Mycoplasma pneumoniae with internal controls 3. Preferably(50 to 60 sample testing kit) 4. Should be Compatible with existing ABI 7500 Real time PCR System) 5. The kit should have minimum 60% shelf life left at the place of discharge of consignee at the time of delivery · The reagents must be sufficient in quantity to enable testing of small number of samples at a time. · Original kit inserts should be provided with the kit. · There should not be any cross reactivity 6. · High sensitivity, specificity and reproducibility. No inter-assay variability IVD/FDA/CE/WHO approved	02kits
51	**Viral Transport medium** **Specification:-** Sterile, ready to use. 10-15ml screw capped tube with flat bottom containing 3-5ml of viral transport media with pH 7.3±0.3. The media should contain protein and antibiotics, should have cryoprotectant for preserving viruses and a pH indicator dye	3000

52	**Swab sticks** **Specification:-** Swab sticks should be sterile, individually packed with Flocked Nylon/ Dacron/Polyester swab and should have synthetic shaft with break point.	5000

Part II: Required Delivery Schedule:

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

40 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.
For delayed delivery liquidated damages will get applied as per GCC clause 23.

Note: Deleted

Part III: Scope of Incidental Services:

Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Part IV:

Deleted

Part V:

Deleted

Part VI:

Required Terms of Delivery and Destination.

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

At Consignee Site(s)

Destination/Consignee details are given in Section XXI – Director, NCDC, 22-Sham Nath Marg, Delhi-110054

Section – VII
Technical Specifications

Technical Specifications As mentioned at Section VI

Section – VIII
Quality Control Requirements

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

Tender Reference No.:
Date of opening:
Time :
Name and address of the Tenderer:
Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

01 Name of the manufacturer
- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for
- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details
- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held
- a . Type test
- b . BIS/ISO certification
- c . Any other

08 Details of staff
- a. Technical
- b Skilled
- c Unskilled

Signature and seal of the Tenderer

Section – IX
Qualification Criteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.

2. The manufacturers should have supplied atleast 33% of the quoted quantity of the similar store in the past.

Note:

1. The tenderer shall give an affidavit as under:

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

2. In support of 2, the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

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

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

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

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

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

Section – X
TENDER FORM

Date_____

To

The Director,
National Centre For Disease Control
(DIRECTORATE GENERAL OF HEALTH SERVICES)
Ministry of Health & Family Welfare, Government of India
22 Sham Nath Marg
Delhi-110054

Ref. Your TE document No. _____dated _____

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

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

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

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

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

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

---

(Signature with date)

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

SECTION – XI PRICE SCHEDULE

1	2	3	4	5	6	7	8	9
Schedule	**Brief Description of Goods**	**Make/ Catalogue No**	**Quantity (Nos)**	**Pack Size (as demanded in the tender)**	**Price Per Unit (Rs.)**	**GST%**	**GST Amount**	**Total Price (at consignee site basis) Rs.**

Total Tender price in Rupees: _____

In words: _____

Note: -

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

Name_____

Business Address_____

Place: _____ **Signature of Tenderer**_____

Date: _____ **Seal of the Tenderer**_____

SECTION – XII
QUESTIONNAIRE

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

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

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

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

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

…….
(Signature with date of the authorised officer of the Bank)
…….
Name and designation of the officer
…….
…….
Seal, name & address of the Bank and address of the Branch

SECTION – XIV

MANUFACTURER'S AUTHORISATION FORM

The Director,
National Centre For Disease Control
(DIRECTORATE GENERAL OF HEALTH SERVICES)
Ministry of Health & Family Welfare, Government of India
22 Sham Nath Marg
Delhi-110054

Dear Sir,

Ref: Your TE document No _____ dated _____

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

We also state that we are not participating directly in this tender for the following reason(s):
_____*(please provide reason here).*

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.
We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

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

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

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs_____
[*Name & address of the manufacturers*]

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY (It would be 10% of the cost of supply order)

Head of Hospital/Institute/Medical College

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no_____ dated _____ to supply (description of goods and services) (herein after called "the contract").

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

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

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

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

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

This guarantee shall be valid up to 66 (Sixty Six) months from the date of Notification of Award i.e. up to ---------- (indicate date)

…….
(Signature with date of the authorised officer of the Bank)
…….
Name and designation of the officer
…….
…….
Seal, name & address of the Bank and address of the Branch

SECTION – XVI

CONTRACT FORM - A

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

(Address of the Purchaser's/Consignee's
office issuing the contract)

Contract No_____ dated_____
This is in continuation to this office's Notification of Award No_____ dated _____

1. Name & address of the Supplier: _____

2. Purchaser's TE document No_____ dated_____ and subsequent Amendment No_____, dated_____ (if any), issued by the purchaser

3. Supplier's Tender No_____ dated_____ and subsequent communication(s) No_____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

1 (i) General Conditions of Contract;
2 (ii) Special Conditions of Contract;
1 (iii) List of Requirements;
2 (iv) Technical Specifications;
1 (v) Quality Control Requirements;
2 (vi) Tender Form furnished by the supplier;
1 (vii) Price Schedule(s) furnished by the supplier in its tender;
1 (viii) Manufacturers' Authorisation Form (if applicable for this tender);
1 (ix) Purchaser's Notification of Award

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

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

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

Any other additional services (if applicable) and cost thereof: _____
Total value (in figure) _____ (In words) _____

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

6. Warranty clause
7. Payment terms
8. Paying authority

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

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

_____

SECTION – XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

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

1) Contract No. & date :_____

2) Supplier's Name :_____

3) Consignee's Name & Address with telephone No. & Fax No. : _____

4) Name of the item supplied :_____

5) Quantity Supplied :_____

6) Date of Receipt by the Consignee :_____

7) Name and designation of Authorized Representative of Consignee :_____

8) Signature of Authorized Representative of Consignee with date :_____

9) Seal of the Consignee :_____

SECTION – XVIII [Deleted]

Proforma of Final Acceptance Certificate by the Consignee

No_____ **Date_____**

To

M/s _____

_____

_____

Subject : Certificate of commissioning of equipment/plant.

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

(a) Contract No_____ dated_____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) nos.:_____

(d) Quantity: _____

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no_____ dated _____

(f) Name of the vessel/Transporters:_____

(g) Name of the Consignee:_____

(h) Date of commissioning and proving test:_____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
b) He has not supervised the commissioning of the equipment(s)/plant(s)in time, i.e. within the

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

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

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

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

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

(Signature)
(Name)
(Designation with stamp)

Explanatory notes for filling up the certificate:

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

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

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

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

SECTION – XIX
CHECKLIST

Name of Tenderer:
Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 180 days plus 45 days from Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC or MSME			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 180 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you enclosed the latest purchase order copies supplied to Institute of National importance for the specific make quoted along with the price bid			

N.B.

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

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section – XX

CONSIGNEES LIST

1.	Director, National Centre for Disease Control (NCDC) 22- Sham Nath Delhi – 110054.