

**L.R.S. INSTITUTE OF TB AND RESPIRATORY DISEASES**  
**SRI AUBORINDO MARG, NEW DELHI – 30**

**TENDER NOTICE**

Ref. No. LRS/Ten./2012-13/1

Sealed tenders in two separate bids **a) Technical bid, b) Financial bid** are invited from reputed Manufacturers/authorized dealers/firms/Agency etc. for the following items/services\*. The Tender document (copy downloaded from website would not be valid) would be available from cashier on payment of **Rs.500/-** (non-refundable) in cash from **04.05.2012 to 24.05.2012** between 10.00 am to 3.00 pm on all working days and upto 12.00 noon on Saturdays. The tender should reach the **Procurement Cell by 10.30 am on 25.05.2012** along with requisite **EMD** as mentioned in tender document. The tenders will be **opened at 11.00 am on 25.05.2012** in **Room No. 215 (2<sup>nd</sup> Floor) of OPD Building**. One representative of the bidder in possession of admit card as in tender can attend the tender opening.

<b>Sr. No.</b>	<b>Name of Items</b>
1.	<b>Estimating Glycated Hemoglobin (HbA1c)</b>
2.	Cryosurgery Unit with Essential Accessories
3.	BOD Incubator (Big Size)
4.	Horizontal Autoclave
5.	Heavy Duty Spirometer
6.	Defibrillator
7.	Furniture
8.	Mattresses
9.	Supply of Paneer
10.	Supply of Butter
11.	Drugs & Surgical Items
12.	Appointment of Local Chemist* (For day to day supply of Medicines & Surgical Items.)

The Information regarding this Tender Notice is also available on Institute's Web-site <http://www.lrsitbrd.nic.in>

**(Director)**

**NOTE : This tender document contains 18 pages including tender notice.**

**Lala Ram Sarup Institute of Tuberculosis and Respiratory Diseases**  
 Sri Aurobindo Marg, (Near Qutub Minar) New Delhi – 110 030  
 (Autonomous Institute under the Ministry of Health and Family Welfare, Govt. of India)

**INSTRUCTIONS TO TENDERERS REGARDING MODE OF BID AND EMD**

1. **Bidders submitting tenders would be considered to have considered and accepted all the terms and conditions in the tender document. Any conditions given by the bidder would be taken as null and void.**
2. The tender will be on a **two bid system** comprising of :-
  - i. **Technical Bid** containing all the technical specifications and other tender requirement as per tender document **except** the proforma Invoice/Price.
  - ii. The tender will be on a two bid system 1) **Technical Bid** 2) **Financial Bid**. Technical bid is to be submitted in duplicate.
  - iii. **Financial bid** containing the Proforma Invoice and the other details of financial needs only.
  - iv. **EMD amount Rs.5,000/-** should be enclosed for the tender to be considered for evaluation EMD should be in the form of Demand Draft. Tender without EMD would be rejected. EMD already lying with the LRS Institute of any previous tender/quotation etc. will not be considered for this tender. EMD will be forfeited if the bidder has misrepresented/not supply the item. EMD to be drawn in favor of **DIRECTOR LRS INSTITUTE OF TB AND RESPIRATORY DISEASES**.
  - v. **EMD, if submitted with validity of three (3) months would have to be revalidated as required for the bidder to be considered for the tender.**
3. Please ensure that the E.M.D., Technical Bid, Financial Bid is submitted in three different envelopes and these should be put in an outer envelope super scribed with quotation no., Date of opening and item name. If exemption of E.M.D is claimed as per Govt. rules proof may given clearly.
4. Bidder must write the name of item quoted for and the tender number / date on the bid envelope without which the tender will be rejected.
5. **Bidder to provide Fax Number in case of any clarification is required as the normal response time in these cases would be of Five Days.**
6. **If any of the information is found to be incorrect at any stage, the contract/ tender may be cancelled with forfeiture of EMD and Penalty as decided by the Competent Authority.**

**(Lala Ram Sarup Institute of Tuberculosis and Respiratory Diseases)**  
 Sri Aurobindo Marg, (Near Qutub Minar) New Delhi – 110 030  
 (Autonomous Institute under the Ministry of Health and Family Welfare, Govt. of India)

No. \_\_\_\_\_

Date of issue of tender: - \_\_\_\_\_

To

-----  
 -----  
 -----

The detailed technical specifications are given in **Annexure: 'A'**

1. For above items you may submit us a proforma invoice/quotation, valid for 180 days, in duplicate along with detailed descriptive literature. Your proforma invoice should be in sealed cover and sent at the above address. Unsealed quotations shall not be considered. **The latest hour and date of receipt of the offer up to 10.30 hour on 25.05.2012.**

**The tender shall be opened at 11.00 hours on 25.05.2012** in the presence of the tenderers or their authorized representatives who may choose to attend. In case the due date of receipt/opening of the quotations is a holiday or is declared a holiday for the Institute, then in that event the due date of receipt/opening of the tenders shall be the next working day at the same hours.

**Important: - The sealed cover should be clearly superscripted as “Tender for Estimating Glycated Hemoglobin (HBA1c) Due on 25.05.2012”.**

2. No tender will be considered unless and until the same is signed with full signatures with stamp of the tenderers. A person signing the tender form or any other document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if on enquiry it appears that the person so signing had no authority to do so, the purchaser, may without prejudice to other civil and criminal remedies against the contract, hold the signatory liable for all costs and damage and forfeit earnest money.
3. The proforma invoice for the imported items should be prepared as under:
  - i. Complete description (printed literature, make name of manufacturer model & catalogue No. etc.), quantity, rate of each item and total amount (FOB value)
  - ii. Total FOB value of all items.
  - iii. Indian Agency Commission payable to the Indian Agent in Indian rupees if any.
  - iv. Net FOB value i.e. total F.O.B. value as in (ii) above, less Indian Agency Commission as in (iii) above,
  - v. Add Freight charges up to New Delhi (India) and insurance charges up to destination at L.R.S.INSTITUTE OF TB & RD (payable on actual).
  - vi. Total CIF value (iv) and (v) above.

**Note:**

- a) The complete description viz. make and model of the equipment and name of the manufacturer must be indicated clearly in the proforma invoice/quotation failing which the same shall be liable to rejection.
  - b) In case no Indian Agency Commission is payable then this fact must be very clearly brought out in the proforma invoice.
- vii Price should not include import duty or any other tax leviable in respect of stores and the same shall be chargeable at actual on production of vouchers unless necessary exemptions are arranged by the Institute.
- viii The price quoted for indigenous items, if any, required as per this tender must be for L.R.S.INSTITUTE OF TB & RD. If any sales tax, excise duty etc. is payable for such items the same must be quoted extra clearly failing which it shall be presumed that no such taxes/duties are payable and no claim for the same shall be entertained by the Institute.
- ix Where more than one unit of any equipment is required/offered; **the rate should be quoted for each unit.** The rates quoted in ambiguous terms will be tender the quotation liable to rejection. The rates and units shall not be over written. The tender offer should be typed or written in ink. Offers in pencil will be ignored. The words "Not quoting" should be clearly written against any item of equipment for which the tenderer is not quoting. All corrections must be signed by the tenderers in full.
- x The tenderer firm should furnish along with bid a certificate that the rates quoted by the firms for the equipment and the Indian Agency Commission (if any) mentioned in the proforma invoice are not more than as being charged from the Director General Supplies & Disposals (India) and other Departments/ Institutions for similar items.
- I. The tenderer firm should furnish along with the bid a certificate that the Indian Agency Commission (remuneration/commission /discount etc. whether as commission or as a general retainer fee) if any payable to the Indian Agent has been included in the FOB value and its quantum has been indicated clearly separately in the FOB value that the entire Indian Agency Commission shall be payable in India in Indian Rupees and that no Indian Agency Commission other than stipulated in the Proforma Invoice is payable by the foreign manufacturer to the Indian Agent.
  - II. In case no Agency Commission is payable then a certificate to the effect that no Indian Agency Commission emuneration/commission/discount/etc. whether as a commission or as a general retainer fee) is payable in this particular transaction to the Indian Agent either in Indian Rupees must accompany the bid.
4. Only manufacturers or their authorized distributors/agents are entitled to submit the proforma invoice. Manufacturer are requested to furnish themselves proforma invoice where are enquiries have been addressed to the manufacturer. Foreign manufacturers may however direct their Indian Agents to quote on their behalf in which case the Indian Agent should attach) with his quotation the copy of letter

from the foreign manufacturers directing the Indian Agents to quote on their behalf against this quotation enquiry (General authority letter will not suffice) A copy of the latest authorization certificate to the effect that you are authorized sole distributors /agents for manufacturer who will ensure timely supplies/ satisfactory installation and handing over the equipment in working condition within stipulated period must be included in the documents. The firm must clearly mention in their forwarding letter as to whether they have arrangements for satisfactory installation, commissioning and after sales service.

5. In addition to quoting for the equipment, you should also **quote separately for spare parts/ wear & tear consumables if any required for trouble free operation of the equipment for contract period giving the full nomenclature, rate quantity and shelf life of each item.**
  - i. The cost of the spare parts/wear & tear consumables must be indicated separately and not included in the price of the main equipment. Quotations not fulfilling this requirement are liable to rejection.
6. Offer with any price variation clause will not be accepted. Telegraphic /telex /Fax offer will not be accepted.
7. **Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out (Undertaking to be given in Technical bid).** However tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may tender, the tender liable for rejection.
8. a) The Institute shall be entitled to reject the goods/stores or such portion thereof as may be discovered not to conform to the best quality of materials and workmanship/description of the stores/good required. On such rejection, the goods/stores will at seller's risk and the vendor shall, if called upon to do so, replace within a period of 30 days or such further period as may be extended from time to time by the Institute at its discretion, on an application made thereof by the vendor, the goods/stores on such portion thereof as rejected by the Institute. Otherwise the vendor shall pay to the Institute such damages as may arise by reasons of breach of the above conditions. Nothing herein contained shall prejudice any other right of the Institute in that behalf.
  - b) The Inspecting/Accepting Authority shall be the Director LRSTB or his nominee.
9. **Guarantee/warranty (Please refer to Annexure "A")**
  - i) The warranty against defects of manufacturer/workmanship and poor quality of components for the entire equipment shall be for a period of **24 months** starting from the date of satisfactory installation commissioning and handing over of the equipment at the site. The term satisfactory commissioning and handing over wherever used in term of tender and agreement will mean satisfactory and faultless functioning of the equipment for the 90 days and of works conducted there with covered under the contract in working order. During the guarantee/warranty period, the replacement of any part(s) of the equipment or rectification of defects of works will be free of cost. Further, the defected

parts/equipment shall be returned by the purchaser to the Indian agent after making replacement. During the warranty period the uptime as defined in para. 10 will be required to be maintained. If the down time exceeds two consecutive days as defined in para 11 at any time the guarantee/warranty period will be extended beyond 24 months to a duration twice to the total of such periods of downtime during the period of warranty.

ii) The tenderer will be required to furnish guarantee/warranty as under:-

- a) The tenderer should submit a written guarantee from the manufacturers stating that the equipment being offered is the latest model as per specifications and that spares for the equipment will be available for period of at least 5 years after the warranty period. The manufacturer should also guarantee that it will keep the Institute informed of any update of the equipment over a period of next 5 years and undertake to provide the same to the Institute at no extra cost.
- b) Guarantee that they will supply regularly any items of spares parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span of the equipment if and when required, on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- c) warranty to the effect that before going out of production of spare parts, the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
- d) The warranty to the effect that the manufacturers will make available to the Institute the blue-prints and drawings of the equipment & also spare parts along with the supply of the equipments.

iii) The tender shall furnish the following warranty in case the contract is placed on him:-

- a) The tenderer hereby declares that the goods/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specification and particulars contained/mentioned in the clause here of and the tenderer hereby guarantee that the said goods/store/articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of the goods/stores/articles will be at the seller's risks and all the provisions herein contained relating to rejection of goods, etc. shall apply. The contractor/seller shall, if called upon to do so, replace within a period of fourteen days or such further period as may be extended from time to time by the purchaser at his discretion on an application made thereof by the tenderer, the goods/stores/articles or such portion thereof as rejected by the purchaser and in such an event the above mentioned warranty period shall apply to the goods/stores/articles replaced from the date of the replacement thereof, otherwise the tenderer shall pay to the purchaser such damage as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf."

- b). Tenderers should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service
- c) Tenderers should categorically condition that they will give free 'after sales service' during guarantee period.
- d) It is specifically required that the tenderer will supply all the operating and service manuals of the equipment supplied.

10. **Uptime Guarantee:** - During the guarantee / warranty period and the maintenance period of **24 months**, the firm will be responsible to maintain the equipment in good working conditions for a period of 328 days (i.e., 90% uptime) in a block of 365 days. All the complaints will be attended by the firm within 2 days of the communication verbal and written of the complaints to their office. In case there is delay of more than 2 days in attending to complaint then the number of days in excess of the permissible response time shall be counted in the downtime. The above said response time of 2 days for attending to a complaint will not be counted in the down time.

11. Penalty for exceeding permissible downtime during warranty/guarantee period and maintenance period.

- a. In case total downtime exceeds the permissible limit as defined above the guarantee /warranty shall be extended by the twice the period in excess of permissible downtime.
- b. In case total downtime exceeds the permissible limit as defined above during the Guarantee / Warranty and maintenance period, then in that event a penalty in Indian Rupees at this rate 1/365 percent of FOB value of the equipment shall be recovered for each day in excess of the permissible downtime. The conversion of FOB value into Indian Rupees for the above purpose shall be the TT Selling rate prevalent on the date of the releasing of the LOC documents by the bankers.

12. **Voltage stabilizers/isolation transformers/ CVT/UPS etc.** as may be required should form part of the equipment although separate quotations for the same from indigenous (Indian) sources may be submitted. The voltage range in the Institute is 180-280 VAC @ 50 Hz. The full technical specifications and literature in respect of the voltage stabilizer etc. must be furnished. The exact requirement of line voltage, current rating etc. and the optimum climate and environment required for the equipment must be stated precisely.

13. **DELIVERY PERIOD AND COMMISSIONING**

- i) The tenderer is required to undertake to deliver and commission the equipment **within a period of 90 days from the date of opening of confirmed Letter of Credit (In case of any amendments in L/C it should be intimated within 15 days of opening of original L/C or it will be assumed that No. changes are required)**. Please furnish in our bid the guaranteed delivery period. In case of **delays in delivery and commissioning** of the equipment not attributable to the Institute, beyond the stipulated period, the purchaser shall have the right to recover damages **@ 0.5% of the F.O.B value of the equipment per week or part thereof, by which the delay has occurred subject to a limit of 10% of the F.O.B value in the same currency in which the order is placed** as damages recoverable on this account.

- ii) It will be the responsibility of the tenderer to pursue any claims with the customs authorities/ Insurance company/cargo operators and transporters as may arise at any stage.
- iii) The manufacturer will ensure that the equipment is properly insured upto destination i.e., L.R.S.INSTITUTE OF TB & RD, Delhi. The firm will be responsible till the entire stores arrive in good condition at L.R.S.INSTITUTE OF TB & RD, Delhi.
- iv) **For Imported Item: The N.M.I.C. (Not manufactured in India Certificate) for the model quoted for imported item will be provided by the Supplier. The duty exemption certificate documents required for custom clearance will be provided by the L.R.S.INSTITUTE OF TB & RD.**

14. On receipt of the stores at destination, the tenderer will provide, after due inspection, a detailed list of any loss and damage to the stores, that may have occurred during transit, so as to enable the purchaser to get appropriate claims with the insurance company. The tenderer will be responsible to pursue any such claim with insurance company.

**15. Special Conditions:-**

- I. An affidavit as per annexure "D" should accompany the tender (Specimen copy enclosed.)
- II. Proof of purchase of tender.
- III. The Director Reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender.
- IV. This tender form is not transferable.
- V. The offer should be legibly typed.
- VI. No tender will be considered unless and until all documents are properly signed.
- VII. The tender is liable to be ignored if complete information is not given therein.
- VIII. All corrections must be signed, by the tenderers in full.
- IX. The offers should be typed only.
- X. Offers with any price variation clause shall not be accepted.
- XI. Any conditional tender or any deviation from the terms and conditions of the tender notice shall render the tender liable to rejection.
- XII. Tender qualified by such vague and indefinite expressions as subject to immediate acceptable, subject to prior sale 'shall' not be considered.
- XIII. Tenderers must attach, along with the Technical Bid a photocopy of the constitution of the firm indicating partnership deed, if any the name of the proprietor/partner(s ).

- XIV. Foreign firms quoting direct against this tender should attach, along with the technical bid, a certificate giving the name and address of their Indian Agents or their representative they have in position for servicing the equipment in India.
- XV. In case the offer is from other than manufacturer, then a certificate that quantum of Indian agency Commission mentioned by the firm in the proforma invoice is the same as is being charged from other departments Institutions for similar items must accompany the Technical Bid.
- XVI. Tenderers must attach with the Technical Bid a categorical statement as to whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service is in New Delhi.
- XVII. Specific mention should also be made that the tenderer undertake to comply with the commercial terms and conditions and deviations, if any, in this regard must be stated clearly.
- XVIII. **Please furnish a list detailing all places in India where the same equipment or similar equipment has been installed by the Company and attach documentary evidence where possible in support of this list and also certificates of its satisfactory working from at least two the users mentioned in the list (preferably Govt. Institutions)**
- XIX. In case the offer is from other than manufacturers, then an Authority letter from the manufacturers authorizing the firm to tender on their behalf must accompany the technical bid.
- XX. Please furnish, along with the Technical Bid a certificate thereof to the effect that you are the manufacturers of the equipment/authorized distributors or agent for the manufacturers or whose behalf you are quoting.
- XXI. Tenderers must furnish along with their Technical bid a certificate that the Indian Agency Commission, if any payable has been included in the F.O.B. value and that no Indian Agency commission other than that stipulated in the proforma invoice is payable by the foreign manufacturers to the Indian Agent.
- XXII. **PAN No. of Bidder:- In case of sole proprietor to be accompanied by proof in form of certificate by C.A. that the firm is sole proprietor and TIN/VAT/ C,S,T registration with latest copy of deposit of VAT if applicable.**
- XXIII. Indian agents quoting on behalf of their principals abroad should furnish along with their price bids in original proforma invoice from their Principals abroad and also furnish a copy of the Agency Agreement where applicable.
- XXIV. **Four copies of Proforma Invoice** should be placed in the financial bid.
- XXV. **Firm should submit a Rate Certificate that the firm has not supplied the quoted model at a rate lower than what it has quoted in this tender with same terms & conditions to any other Govt. Institution / Hospital.**

**a. Optional accessories:**

- XXVI. Tenderers must quote separately for any recommended optional accessories for the equipment (list item and mention individual prices).
- XXVII. Indian Agents quoting on behalf of their principals abroad must attach a photostat copy of their agency agreement with their principals abroad regarding quantum of commission.
- XXVIII. The Indian Agency Commission of the FOB value will be paid in Indian Currency.

**16. Payment Terms:-**

**(A) For Imported Item**

- i) **On shipment:- 80% of the FOB value** shall be paid through irrevocable. Letter of Credit established in favor of the foreign supplier through Punjab National Bank Sarvodaya Enclave, New Delhi on a bank in the supplier's country, on submission to the bank of the documents specified in the Letter of Credit and further following documents:
- a) Foreign supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with.
  - b) Foreign supplier's certificate confirming that the original shipping documents have been dispatched to the port consignee in accordance with contract and any other document specified in the notification of award or the contract.
- ii) On final acceptance.

Out of remaining 20% of the FOB value, 10% and actual freight and Insurance (based on production of the receipts of the same limited to the estimated amount as mentioned in the Supply Order) shall be payable by Drafts on receipt of goods, on submission of claim supported by the acceptance certificate issued by the consignee/ purchaser's representative in the proforma given in Annexure - B (copy attached), inter-alia mentioning therein the date of completion of 90 days satisfactory and faultless functioning of the equipment and subject to other provisions of the Agreement, if any. The balance 10% will be released after 60 days of completion of warranty period. However this may be released against DD/FDR or a Performance Guarantee Bond (Bank Guarantee as per Annexure: C ) from a **Commercial / Nationalized Bank** of same value for same period.

iii) Payment of Agency Commission:

Payment shall be made by the paying authority in local currency on presentation of claim supported by a certificate from the purchaser declaring that the goods have been delivered and that all other contractual services/obligations, excepting warranty obligations, have been performed.

- iv) The Institute shall make all reasonable and due efforts to pay the Indian Agency Commission out of the FOB value to the Indian agent at the earliest possible after satisfactory installation, commissioning and handing over of the equipment in good working condition and meeting any other requirements for payment of the Agency Commission. The rate of exchange applicable for converting agency commission into equivalent Indian Rupees shall be the TT selling rate prevalent on the date of releasing the documents by the bankers.
- v. The Indian Agency Commission out of the FOB value will be paid in Indian Currency (Rupees) to the Indian Agent.
- vi. The equipment will be installed free of charge by the firm/agent at the designed premises.
- Vii Octroi exemption certificate if required shall be provided by the Institute.

**(B) IN CASE OF RUPEE OFFER: -**

80% of the order value shall be paid after the commissioning of equipment certified by the Department Incharge. Out of remaining 20% of the order value, 10% after the date of completion of 90 days satisfactory and faultless functioning of the equipment certified by the Department Incharge as per the format in tender. The balance 10% will be released after 60 days of completion of warranty period. However this may be released against Performance Guarantee Bond from a commercial bank in the shape of Bank Guarantee or FDR/TDR in favor of Director, L.R.S. INSTITUTE OF TB & RD, New Delhi of same value for same period (60 days of completion of warranty period) towards execution of supply order and ensuring timely supplies/satisfactory installation and handing over the equipment in good working in the stipulated period and for carrying out after sales services during guarantee/warranty period.

**17. Service Contract**

Preventive maintenance visits of service engineer of the company will be at least 4 nos. per year (one in each quarter) and in addition the firm will attend to all emergency breakdown calls.

**THE CMC WILL BE APPLICABLE AS PER THE TECHNICAL SPECIFICATIONS IN ANNEXURE "A" SUBJECT TO CONDITIONS BELOW:**

In addition to quoting for the equipment along with its accessories, tenderers must quote for Comprehensive Maintenance Contract (CMC) for a period of **36 months** for maintaining the equipments at this institution after the period of warranty of **24 months** or extended as the case may be. During the service contract period the firm shall provide preventive maintenance in addition to attending to all emergency breakdown calls. The uptime guarantee of 328 days in block of 365 days as defined in Para 10 will also apply to the service contract period. **The CMC rates will be taken into account while comparing the prices.**

- a) If the Institute opts to enter Comprehensive Maintenance Contract (CMC) during this period the equipment along with accessories has to be maintained for 328 days in a block of 365 days as defined in Para10. However, 2 days time or as extended by Institute will be allowed to procure the spares in case the same has to be imported and 2 days will not be counted as down time. In case of CMC, the charges should be quoted for labour cost as well as for the cost of any replacement parts/component that may be required for keeping the equipment and accessories functional.

The rates of service contract i.e., CMC must be indicated strictly as below:

**CMC in Rs. (INR)**

Rate for 1st Year \_\_\_\_\_  
 Rate for 2nd Year \_\_\_\_\_  
 Rate for 3rd Year \_\_\_\_\_

**Note 1** Rates of CMC to be quoted only in Indian Rupees.

**Note 2** CMC has to be for all parts. Any conditional offer may render the tender invalid.

18. The successful firm will be required to furnish a Performance Guarantee Bond in the shape of Bank Guarantee (as per Annexure: C) or FDR/TDR pledged in favor of Director. L.R.S.INSTITUTE OF TB & RD, New Delhi for an amount equivalent to 10% of the FOB value of the equipment towards execution of supply order and ensuring timely supplies/satisfactory installation and handing over the equipment in good working stipulated period and for carrying out after sales services during guarantee/warranty period as incorporated in clause of payment terms.
19. The tenderers may be required to demonstrate the quoted model of the equipment during the technical evaluation, if required, failing which their bids/offer shall be rejected. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.
20. For equipment local agents quoting on behalf of their foreign suppliers must attach valid authority letter in their favour. In case of distributor, the firm should be direct distributor from the principal's. Either the Foreign Principals/manufacturers or their authorized Indian Agent should participate in the tender but not both. Also one agent cannot represent two suppliers or quote on their behalf in the same tender.

**FORCE MAJEURE:**

21. Any failure of omission or commission to carry out the provisions of the contract by the supplier shall not give rise to any claim by any party one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts and strikes, riots embargos or from any political or other reasons beyond the supplier's control including war (Whether declared or not) civil war or state of insurrection, provided that notice of the occurrence of any by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.
22. The Institute reserves the right to accept or reject in whole or in part any or all the quotations receive without assigning any reason therefore.

**23. ARBITRATION:-**

- i) If, at any time, any question, dispute or difference whatever shall arise between the two parties (Institute on the one hand and vendor on the other hand) in relation to the purchase either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the Institute and the other to be nominated by the firm. Such a notice of the existence of any question, dispute or difference in connection with this purchase shall be served by either party within 30 days of the beginning of such dispute failing which all rights and claims shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference, the arbitrators shall appoint/nominate an Umpire. In the event of the arbitrators not agreeing in their award the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at L.R.S.INSTITUTE OF TB & RD.
- ii) The provisions of the Indian Arbitration Act in force and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply installation and commissioning etc.
- iii) Upon every or any such reference, the cost of any incidentals to the reference and award (s) respectively shall be at the discretion of the arbitrators or in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

**JURISDICTION**

The courts at Delhi alone will have jurisdiction to try any matter dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Delhi Courts shall have jurisdiction in the matter

**DIRECTOR**  
**LRS Institute of TB and Respiratory Diseases**

**ANNEXURE – ‘A’****TECHNICAL Specification for Estimating Glycated Hemoglobin (HBA1c)**

1. Point of care testing equipment.
2. Fully automated.
3. User friendly.
4. Power supply - battery/ A.C.-220V/50Hz.
5. Sample type-both capillary and venous.
6. Should have a Printer attached, inbuilt/ External.
7. Onboard memory of minimum 100 tests.
8. Should have Quality assurance system to check the optical and operating system of the analyzer.
9. Should have ISI/FDA/CEE certification.

**OTHER REQUIREMENTS:**

1. Complete list of proprietary, spare parts (both non-consumable & consumable). The rates, Valid for warranty and CMC period must be part of the price bid.
2. Supplier should provide original documentary proof of date and place of manufacturing of quoted equipments including its various parts for technical evaluation, demonstration of equipment if needed.
3. Company must provide list of authorized service center in NCR and name, address, telephone number of service engineer/dealer in NCR.
4. Original Brochure must be a part of Technical Bid.

**INSTALLATION WARRANTY & MAINTENANCE:**

1. Two years warranty on whole supply, including all spare parts and CMC of three years after expiry of warranty.
2. Payment terms and penalty clause will be as per as institution terms of tender.
3. Compliance of all parts should be quoted.
4. Installation of equipment and training of staff (at least 3) shall be free of cost.
5. Warranty will start after issuing the certificate of satisfactory installation of the system.
6. All consumables required for installation & standardization (50 tests) to be given free of cost.
7. Minimum four preventive maintenance during warranty and CMC period must be provided.
8. Company must respond to all breakdown calls within 24 hours.

**ANNEXURE – 'B'**

PROFORMA OF CERTIFICATE FOR ISSUE  
By THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT

No. \_\_\_\_\_

Date \_\_\_\_\_

To,

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject : Certificate of Installation /commissioning of equipment / Plant and satisfactory and faultless functioning for 90 days after installation /commissioning.

01 This is to certify that the equipments (s)/plant (s) as detailed below has/have been received in good condition 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./Supply Order No. \_\_\_\_\_ dated \_\_\_\_\_
- b) Description of the equipment (s) /plant (s)
- c) Sr. No. of equipment (s)/ plant(s)
- d) Quantity
- e) Bill of lading/ air way railway receipt/goods consignment note No. \_\_\_\_\_
- f) Date of installation / commissioning.
- g) Date of completion of 90 days satisfactory and faultless functioning of equipment.

02 Detailed of accessories spares not yet supplied and recoveries to be made on that account:

S. No.	Description of Item	Quantity	Amount to recovered

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

04 This will be without prejudice to the recoveries/penalties/LD which become payable due to omission or commission on the part of the Second and Third Party as per the Agreement, Supply order and LOC.

Signature  
Name  
Designation with Stamp

### Explanatory notes for filling up the certificate:

- a) He has supervised the commissioning of the equipment (s) /plant (s) in time i.e., within the time specified in the contract.
- b) Training of personnel has been done by the supplier as specified in the contract.
- c) It should always be kept in mind that satisfactory installation and commissioning means satisfactory and faultless functioning of the equipment for 90 days and of work conducted there under covered under the contract working order.

**ANNEXURE – 'C'****(PERFORMANCE BOND (BANK GUARANTEE))**

In consideration for the Director. L.R.S.INSTITUTE OF TB & RD (hereafter called purchaser ) having agreed to release the 100% payment of net F.O.B. price under the terms and conditions of a concluded contract

No. \_\_\_\_\_ dated \_\_\_\_\_(hereinafter called the contract) for supply of \_\_\_\_\_ (hereinafter called the goods and services) to Messer \_\_\_\_\_ (hereafter called ' the supplier') on submission of a bank guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We \_\_\_\_\_ (hereafter called the bank) at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligation to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser the reason of any breach by the said supplier of any of the terms and conditions contained in a said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_ .

We, the bank, undertake to pay to the purchaser any amount so demanded by the purchaser, not with standing,

- a. Any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any other person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or
- b. The invalidity, irregularity or unenforceability of contract or
- c. Any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever

We the bank further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said office of the Director LRSTB that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise howsoever. We the bank, will not counter claim or set off against its liabilities to the purchaser hereunder nay sum outstanding to the credit of the purchaser with it.

We the bank, further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner out obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Signature and seal of bank

Date:

Place:

**ANNEXURE –D**

I/we (Name) \_\_\_\_\_ partner /sole proprietor (strike out word which is not applicable) of (Firm)\_\_\_\_\_do hereby declare and solemnly affirm to the fact that the individual firm/companies are not black-listed by the Union or State Government or any partner or shareholder there of are not directly or indirectly connected with or has any subsisting inters in business of my/our firm.

DEPONENT

Address \_\_\_\_\_

I/we do hereby solemnly declare and affirm that the above declarations is true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed.

Dated: DEPONENT

(Note: - To be furnished on non judicial stamp paper duly attested by the Oath Commissioner).