Tender for Supply of Dr. Speech Modules for ENT Deptt.

Tender No.T.NO.09/H/Dr. Speech Modules/14-15

# DOCUMENT STATING TERMS & CONDITIONS FOR

Dr. Speech Modules for ENT Deptt.

AT

# B.P.S.GOVT. MEDICAL COLLEGE FOR WOMEN, KHANPUR KALAN

Tender for Supply of Dr. Speech Modules for ENT Deptt.

Tender Enquiry No.	Dated:
(FOR OFFICE USE ONLY)	
This Tender Form is sold to	
M/s	
Onfor	Supply of Dr. Speech Modules for ENT Deptt.
Against Tender Enquiry No	
Vide Receipt No	Dated
Signature and stamp of issuing au	thority

Cost of tender Set (also applicable for downloaded tender): Rs.1000/- payable only by DD/Cash/Bankers Cheque/Pay Order(Non-Refundable) in favour of the DIRECTOR, B.P.S.GOVT. MEDICAL COLLEGE FOR WOMEN, KHANPUR KALAN.

# **NOTICE INVITING TENDERS**

- 1. Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat is hereby invites tenders from eligible bidders for the supply of Dr. Speech Modules for ENT Deptt. on **turnkey basis.**
- 2. The tender can be collected from the office of Director, BPS, Govt. Medical College for Women, Khanpur Kalan (Sonepat) on cash payment of **Rs. 1,000/-** (**Rs. One Thousand Only**) and the complete document along with earnest money to be deposited at the same office. Tenders not accompanied by the earnest money in the tender document will be straightway rejected.
- 3. The tender form and other terms and conditions may be downloaded from department's website <a href="www.bpsgmckhanpur.ac.in">www.bpsgmckhanpur.ac.in</a>. The tender application alongwith other related documents can also be obtained from the office of Director, BPS Govt. medical College, Khanpur Kalan, sonepat on any working day between 10.00 AM to 4.00 PM up to 05.02.2015 on payment of non refundable amount of Rs. 1000/- (Rs. One Thousand Only) in the shape of demand draft of any scheduled bank payable at Gohana in favour of Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat or by cash payment. Tender received late after the specified time and date shall not be entertained. Application not accompanied by requisite value of Demand dreaft or short of it shall be rejected out rightly.
- 4. The schedule of major activities in this regard is as under :-

Particulars of tender	Last Date of collection of tender	Last date for tender submission	Tender opening and financial bid	Venue for T	Tender
Dr. Speech Module for	05.02.2015	06.02.2015	09.02.2015	Director,	BPS,
ENT. Deptt.	(3:00 p.m.)	(3:00 p.m.)	(2:00 p.m.)	Govt.	Medical
<b>Tender No.</b> 09/H/ Dr.				College	for
Speech Modules /14-15				Women, I	Khanpur
				Kalan (Sone	epat).
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- 5. All interested bidders are advised to attend the tender opening as per the above schedule, as some modifications in schedule of requirements or some other aspects related to above procurement can be conveyed.
- 6. All requisite documents must be attached with the bid. No further opportunity will be given for submitting any document after the opening of bid and bids will be evaluated on the basis of documents submitted along with the bid.

- 7. In case, the tender opening day is declared a holiday for Haryana Government offices then the next working day will be treated as receipt and opening day with the time and venue unchanged.
- 8. **Director, B P S Government Medical College for Women, Khanpur Kalan (Sonepat)** reserves the right to accept or reject any or all the bid(s) without assigning any reason.

**Director** 

#### TENDER FORM

## INSTRUCTIONS TO TENDERERS

- 1. Quotations must be enclosed in properly sealed envelope addressed **Director**, **B P S Government Medical College for Women**, **Khanpur Kalan (Sonepat)** by designation and not by name. The quotation must be superscribed "Quotations against Tender Notice Dr. Speech Modules tender No. 09/H/ Dr. Speech Modules /14-15 due on 06.02.2015 (3:00 p.m.) (as called for in tender notice)" The quotations must reach in the office of Director, BPS, Govt. Medical College for Women, Khanpur Kalan (Sonepat) before the last date mentioned in the tender notice.
- 2. In the event of quotations being submitted by a firm, it must be signed separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of company the quotations should be executed in the manner laid down in the said Company's Articles of Association. The signatures of the quotations should be deemed to be authorized signatures.
- 3. All the columns of the quotations form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Quotations shall always be both in the figures and words. The words "No quotations should be written across any or all the Machine in the schedule for which a tenderer does not wish to tender".
- 4. Any Omission in filling the columns of "Units" and "Rates" shall together debar a quotation from being considered.
- 5. All corrections must be signed by the tenderers.
- 6. The tenderers shall deposit earnest money as mentioned against the document in the form of call deposit receipt pledged to **Director**, **BPS**, **Govt. Medical College for Women**, **Khanpur Kalan**. The earnest money must accompany the tender form without which the offer will not be considered. The said amount will be regarded as forfeitable to Director, BPS, Govt. Medical College for Women, Khanpur Kalan if the successful tenderer fail to supply the goods within the time fixed by the authority.
- 7. The **Director**, **BPS**, **Govt. Medical College for Women**, **Khanpur Kalan** will have the right to reject all or any of the quotation without assigning reasons.
- 8. No tender will be considered unless and until all the documents are properly signed.
- 9. The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part at the discretion of **Director**, **BPS**, **Govt. Medical College for Women**, **Khanpur Kalan**.
  - 10. In the event of tender being accepted the quotations will be converted into contract, which will be governed by the conditions in the document read with these instructions.

I/we hereby quote to supply the goods and materials specified in the underwritten schedule in the manner in which and within the time specified as set forth in the supply order at the rates given in Schedule below. The conditions on page 4 to 12 will be binding upon me/us in the event of the acceptance of my/our tender. I/we herewith enclose deposit receipt for a sum of Rs.........as security money and should I/we fail to execute an agreement embodying the said conditions and deposit security as laid down in the form within 10 days

of the acceptance my/our tender. I/we hereby agree that the above sum of security money shall be forfeited by the **Director**, **BPS**, **Govt. Medical College for Women**, **Khanpur Kalan** 

Read and accepted.

**Signature of the Tenderer** 

### SCHEDULE 'A'

Sr. No.	Name of the Item	Qty. Required	Rate	Amount
1	Dr. Speech Diagno- Therapy # 1 Vocal Assessment (Voice)	1		
2	My Words	1		
3	AAC Software Package	1		

### **ANNEXURE - I**

(Sr. No. 1) Specifications for Dr. Speech Diagno Therapy #1 Vocal Assessment (Voice)

# **Technical Specifications:-**

Real-Time one-channel recording of voice signal

FO, Jitter, Shimmer, glottal noise, ratio, etc.

Spectrogram power spectrum (FFT) and LPC

Voice quality (hoarse, harsh, breathy)

Build –in voice database of 3902 pathological voice and 2907 normal voices

Clinical progress tracking

Video Capture and E-mail compatible

# **Speech Therapy-5.0**

Real -time biofeedback

Interactive cartoon for sound, pitch, loudness,

Voicing, voicing onset and vowel exercise phonation & articulation

Clinical goal setting over 70 voice activated games with clinical assessment

# Hardware:

Unidirectional High Quality condenser Microphone Preamplifier Creative Sound blaster live value card, speakers.

# (Sr. No. 2) Specifications for My Words

# **Technical Specifications:**

Speech Activated Software/Hardware Device For training of Noun, Verbs, Adjective and Quantifier

## Hardware:-

Unidirectional High Quality Microphone Communication boards Speakers.

(Sr. No. 3) Specifications for AAC Software Package

# **Technical Specifications:**

Hindi Version

With 384 cartoon pictures with animation Sound for educational, training purpose (Available in Hindi, Engligh, Marathi Version) The above prices for one version

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	All rates for deliver for
	Date theDay of
Signature	
Address	

**N.B**: Please do not forget to fill in the all the above columns.

### SCHEDULE 'B'

### **Conditions of Contract**

Any change in the constitution of the firm shall be notified forthwith by the Supplier in writing to the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat and such change shall not relieve any former member of the firm from any liability under the contract.

No new partner/partners shall be accepted in to the firm by the Supplier in respect of this supply unless he/they agree to abide by all its items, conditions and deposit with the officer sanctioning the supply a written agreement to this effect.

The supplier's receipt of acknowledgement or that of any partners subsequently accepted above shall bind of them and will be sufficient discharge for any of the purposes of the supply.

- 2. The supplier will supply nothing but genuine articles described in column 2 of schedule 'A' from time to time in such quantities as may be entered in the indents sent at the rates set forth in column 3 for schedule "A" for use in the institution.
- 3. The articles to be supplied under this order will be of the quality which is equal and answerable in every respect to the specifications given in the list accompanying the tender approved by Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat. The supplier shall be responsible for all complaints as regards the quality. In case of dispute regarding quality for machine, the decision of the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat will be final and binding on the supplier. It will open to the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat dent to send samples submitted by the tenderer/Supplier to any laboratory for chemical analysis and the cost thereof will be borne by the tenderer /Supplier.
- 4. The supplier will be responsible for damage or loss in transit and replace goods broken or **lost** within 14 days from the notice thereof.
- 5. Unless when specially ordered otherwise in the order accompanying the indent all goods must be dispatched within 14 days for the receipt of indent by the supplier.
- 6. Condition as to time for performance whether laid down in the supply order or not shall be regarded as the essence of the contract.
- 7. The Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat or any other officer of person duly authorized in writing by the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat shall have the power to inspect the stores, before during or after manufacture, collection, dispatch, transits or arrival & to reject the same of any part or portion, if he or they be not satisfied that the same is equal or according to the sample submitted by the supplier. The supplier shall not charge or be paid for supplied reject as above and claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the supplier's risk. Rejected supplies shall be removed by the supplier within 14 days after notice has been issued to him so such rejection, and failing such removal rejected goods will be at supplier's risk and the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat may charge the contract rent for the space occupied by such rejected goods.
- 8. Packing cases, containers, gunny packages etc. which may be used for purposes of packing etc. which are delivered with stores will not be returned or paid for unless specially stipulated

and then also at Supplier's expense.

## 9. Transportation

- i) With every dispatch of goods or materials, under this contract, invoices in triplicate will be prepared by the Supplier to be sent to the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat & one copy will be returned with the quantities or number received duly noted thereon.
- ii) Railway receipt will be forwarded to the consignee immediately after dispatch of store should nay demurrage charges be incurred owing to delay on the part of the Supplier forwarding the railway receipt, the amount of such charges will be deducted from their bill.
- iii) The Supplier shall dispatch material "Freight Paid" in all cases where the offer is **F.O.R.** destination.
- iv) All dispatch by rail will be made at railway risk (except where rates quoted are F.O.R./destination) or as per instructions in the supply order. This is subject to the condition that the materials are securely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the suppliers. Subject to these conditions Supplier will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Director of BPS, Medical College for Women, Khanpur Kalan, Sonepat, will be the authority to determine whether or not the breakage, loss or damage was caused through the Supplier's negligence and the decision of the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat or some other officer acting on his behalf shall be final and conclusive against the contract. Such rejected supplies shall be removed by the Supplier at his own expense.
- v) If during the currency of the contract the specifications of any article or articles to be supplied there undergo change the Supplier shall continue to comply with demands for the supply of the said articles in accordance with new specifications at rated to be mutually agreed to in writing at the time of such change. In default of such agreement, the contract in so for as it relates to the said articles or articles under respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the Supplier to any compensation.
  - 10. In the event of withdrawal or discontinuance of any article and consequence ceasing of or reduction in demand, the Supplier shall not be entitled to any compensation. The Director of BPS, Medical College for Women, Khanpur Kalan, Sonepat, will, however make all reasonable endeavours to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

## 11. Penalty clause

- a) The time and date of delivery of dispatch stipulated in a supply order shall be seemed to be the essence of the contract and should Supplier fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be **subject to 2% penalty per consignment** per month recoverable on the value of stores supplied. In case of Non-supply by the Supplier, recovery will be made from his pending bills or amount of Earnest Money deposited with. His security deposit will also be forfeited.
- b) No recovery of penalty will be made if the indenting Officer accepts the delayed supplies by extending the delivery **period up to 2 weeks by** recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to Government.
- c) Where the delay on the part of supplier is of **more than 2 weeks** the matter of extension of delivery period will be referred by the indenting Office to the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat with a certificate that there are genuine reasons for delay on the part of supplier and that no loss will result to the BPS Medical College for Women, Khanpur Kalan, Sonepat. In case extension in delivery period is allowed, the case will be decided on merits by the Director, BPS Govt. Medical College for Women, Khanpur

Kalan, Sonepat.

- d) On the failure of the supplier to make supply with extended period or otherwise and the receipt of such information in the office of Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat risk purchase at the cost of suppliers will be made by the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat within 6 months of the expiry of the stipulated delivery period by inviting short term quotations from other known suppliers. The difference of excess cost thus incurred will be recovered from the suppliers from his pending bills, Earnest Money or security whichever is available. The procedure will be adopted after serving registered notice to supply **stores within 15 days.**
- 12. The supplier acknowledges that he had made himself fully acquainted with all conditions and circumstances under which the supplies required the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the Supplier shall not plead ignorance of any of those as excuse in case of complaint against or rejection of supplies tendered by him or with a view either asking for enhancement of any rates regarding the contract or for evading any of his obligations under the contract.
- 13. No payment will be made in **advance** for any supplies under this order.
- 14. The supplier shall not:
  - (a) Assign or sublet contract without written approval of the officer sanctioning the contract.
  - (b) Disclose details of the conditions governing this contract to unauthorized persons.
  - (c) In the event of the supplier failing duly and properly to fulfill or committing breach any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting/delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms respect of this contract or any other contract entered into by the supplier or any of his partner or representatives thereof with the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat directing, giving promising or otherwise to any person in the employment of the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat in any way relating to such officers or person or persons office or employment or if the supplier or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so then without prejudice to the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat rights and remedies otherwise, the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat shall be entitled to terminate this contract forthwith and to blacklist the supplier and purchase or procure or arrange from Government stocks or otherwise at the supplier's risks at the absolute discretion of the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat as regards the manner, place or time of such purchases or such supplies have not been supplied or have been rejected under this agreement or are required subsequently by the BPS Medical College for Women Khanpur Kalan, Sonepat, there under and in case where issues in replacement are made from Government's stock or supplies, the cost or value of such stocks or supplies together with all incidental charges or expenses, shall be recoverable from the Supplier on demand and the Supplier shall not be entitled to benefit from any profit which may thus accrue the Government/BPS Medical College for Women Khanpur Kalan, Sonepat. The termination of this contract in whole or part under these conditions shall be affected by the acceptance, meanwhile or subsequently, or supplies accepted or made at any station whether in ignorance of the termination or otherwise.
- 15. If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part there of or the rights: duties or liabilities of either party than save in so or as the decision of any such matter herein before provided for and has been so decided that every such matter including whether its decision has been otherwise provided for and or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as a result of such

termination shall be referred for arbitration to any officer appointed by Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat and his decision shall be final & binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

- 16. If the price of a contracted article is controlled by Government the payment will in no case be made at higher rate than the controlled rate.
- 17. Vender should demonstration the instrument before supplying to the institute.
- 18. Payment to the vender will be given after complete delivery of order and after satisfactory report.

#### ANNEXURE 'A'

## CONDITIONS WITH TENDER FORM

- 1. Trade discount should be quoted separately.
- 2. Offer with price variation clause will not be accepted.
- 3. Sales Tax, Inter State Tax or any other chargeable Excise Duty/Custom Duty must be specifically mentioned separately, otherwise offer will be considered inclusive of all such taxes.
- 4. Any tender which is not on the proper tender form and received late may not be considered.
- 5. No offer will be considered unless accompanied by prescribed earnest money, except in case of firms registered with the Director, Supplies and Disposal, Haryana.
- 6. The conditions of contract (Schedule 'B') attached to the tender form be returned duly signed along- with the Schedule 'A' and in case of non compliance the tender may be ignored.
- 7. Tender which are not strictly according to the specifications laid down in the Schedule 'A' will not be considered. Unless a deviation from the specification/Delivery period given in Schedule 'A' is pointed out by the tenders specifically. It will be presumed that offer confirms to the specifications/delivery period as laid down in the Schedule 'A'.
- 8. Tender must be supported by a sample where asked for, failing which it will not be considered.
  - b) The tender should clearly state that the sample submitted confirms to the specification laid down in the Schedule 'A' failing which tender will not be considered.
  - c) In case the date of opening falls on Holiday, Gazetted or subsequently declared the tender will be opened on the next working day following the close day.
- 9. 90% payment can be made through bank against R/R supported with satisfactory inspection note and balance within 30 days of receipt of stores provided the stores are booked at railway risk. The bank commission shall be borne by the Supplier.
- 10. Prices should be for supply of the material in safe conditions F.O.R. destination failing which offer may be ignored.
- 11. The Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all tenders without assigning any reasons.
- 12. All disputes will be settled within the Jurisdiction of the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonepat.
- 13. The quotations will be regarded as constituting an offers open to acceptance on whole or in parts or parts till the date as indicated in the Schedule 'A'
- 14. The offers should be typed or written in Ink. Offers in the pencil may be ignored.
- 15. The firm registered under quality marking Scheme in Haryana State should furnish attested copies of their registration certificate for the tendered goods in supports of their registration for such goods.

- 16. Preference would be given to the Haryana Quality Marked goods and goods certified under ISI certification Marking Scheme.
- 17. The samples/test report wherever required shall be submitted by the date and time fixed for the receipt of the tender, samples received after fixed time and date may be ignored. This condition will also be applicable to outside tenderers.
- 18. The registration certificates of which attested copies are attached with quotations should be certified by the tenderers to be valid on the day of opening of tenders.
- 19. An under taking should also be given by the tenderers to the effect that if validity of the registrations certificate expired after the day by opening of the tenders due to closing of the factories or some other factors, they shall report the fact to this office immediately.
- 20. In case where the tenderers offers machinery and equipment for which license is required under the industries (Development and Regulation) Act. 1957, it would be certified by him that he is in possession of such valid license on the date of opening of the tenders under the aforesaid Act, for the manufacturer of machinery and equipment so offered if he is a manufacturer. If he is not a manufacturer, it should be certified that he is an authorized representatives of licensed manufacture quoting the name and address of such License holder and the license number.
- 21. The tenderer will give complete addresses of its sister concerns along with name of partners with their complete address (es) and extent of share.
- 22. It should also be ensured that the tender/quotations have been signed by an authorized person. His name, designation and address should be given in capital letters.
- 23. Offers are to be submitted in duplicate along with only tender form. Offers not received in duplicate may be ignored. The duplicate copy of the offer should be carbon copy of original tender and it must tally in all respects with the original.

## IMPORTANT INSTRUCTIONS OF TENDER NOTICE

- 1. Please quote the name of the manufacturer and also mention. Trade/Brand name of your products.
- 2. Please quote your rates only if you are manufacturer/authorized distributor/dealer of Item to be quoted by you.
- 3. Certificate from original manufacturer to this effect may be attached that the "Rates charged by you are not higher than the rates being charged from any other Government/Semi Government/Autonomous bodies DGS&D, New Delhi."
- 4. Tenders received late will not be considered.
- 5. Rates quoted should be F.O.R. BPS Medical College for Women Khanpur Kalan, Sonepat.
- 6. **Earnest money of is Rs. 50,000/-** in the shape of **Demand Draft** in favor of the Director, BPS Medical College for Women Khanpur Kalan, Sonepat Payable at Gohana should be attached with the tender document.
- 7. Tenders not accompanied with requisite earnest money/tender feel will be rejected.
- 8. Earnest money already deposited against any previous tender will not be considered.
- 9. Quantity can be increased/decreased.
- 10. All cutting/over-writing in the tender should be attested by the tender with his signature.

- 11. Literature/Catalogue for all the quoted items/equipments should be attached with the tender.
- 12. Cost of installation and commissioning charges, if any, may be mentioned. The firm should also mentioned whether any infrastructural facilities are required for installation of their equipment e.g. Water, 3 phase electricity, AC or any P.W.D. work etc.
- 13. The firm should give rates of spares/consumable which are likely to be used during next ten years.
- 14. The firm should submit a latest authority letter from the original manufacturer of equipment. Authority letter order than one year will not be considered.
- 15. For Medical equipment the firm should submit a list of user organizations and should submit a certificate of satisfactory performance and after sales service from such organizations.
- 16. **Delivery period**: Tenderers should quote earliest delivery period but not; exceeding **8-12** weeks. If delivery period is given more than 8-12 weeks than rates can be ignored.
- 17. For imported equipments the firm should also quote rates in Indian Rupees and should agree to take payment after receipt and satisfactory installation of machine. None manufacturing in India (NMI certificate) and Custom Duty Exemption Certificate (CDEC) will be provided by this Institution. Rates quoted should be F.O.R, BPS Medical College for Women Khanpur Kalan, Sonepat and custom clearance will be got done by the firm.
- 18. Conditional tenders will not be accepted and rates quoted should valid upto 180 days from the date of opening of Tender. Withdrawal of rate, amendments/modifications during the validity period of rates shall be considered as unfussiness like behavior which will result in forfeiture of earnest money and/or penal actions such debarring of firm for further business.
- 19. Tenderer should demonstrate the equipment before sending to the institute.

**Note:** If these conditions are not fulfilled their/your tender is likely to be ignored.