

Amendment – I

No. HSCC/SJH/Med. Eqpt./2018

Date: 06.11.2018

Subject: Procurement of Medical Equipment for New Emergency Block & New Super-Specialty Block at Safdarjung Hospital & VMMC, New Delhi – *Item No.1 Robotic Surgical System with Accessories (Proprietary) - 1 Nos.*

Tender Ref.: HSCC/SJH/Med.Eqpt./2018/43 dated 25.10.2018.

The Integrity Pact clause which was not part of the bid document earlier is being attached as part of Bid Document. Bidders are required to submit Integrity Pact clause as per the format along with their bid (copy enclosed).

M/s. Intuitive Surgical India Pvt. Ltd. vide letter dated 30.10.2018 has raised some queries/ clarification (copy enclosed). Reply to the pre-bid queries raised by M/s. Intuitive Surgical India Pvt. Ltd. during pre-bid meeting held on 31.10.2018 has been replied by Safdarjung Hospital vide letter no. 557-18-Uro dated 01.11.2018 (copy enclosed). The amendments are as follows:

Sr. No.	Query	Reply
1	We understand that there is no turnkey or civil work required under this supply. Please Confirm.	Turnkey works, if any, shall be done by bidder.
2	Clause 15.10 of the GCC states that the supplier will always accord most favored client' status to the Purchaser - per our understanding, this would require the Supplier to ensure that the Purchaser is not charged a higher price than other hospitals and institutions of the same nature, under the same terms and conditions and under the same macro-economic conditions. Please confirm.	Yes, it is same and confirmed.
3	The Tenderer is required to furnish a copy of all Purchase Orders (complete with specifications and prices) in their Technical Bid for the same model supplied to Govt. Hospitals/PSU Hospitals in the last one year - however some of these tenders had confidentiality clauses We will submit the documents for tenders which did not have such a confidentiality / non-disclosure requirement for your reference. Where there exist nondisclosure clauses, we will submit names and contacts of institutions supplied over the last year with the same system to allow you to connect with them as required. Please confirm that this would meet your requirement.	The tenderer is required to furnish copy of all purchase orders (complete with specifications and prices) in their technical bid for the same model supplied to Govt. Hospital/PSU hospitals in last one year which did not have confidentiality/non-disclosure requirement. Where there exist non-disclosure, kindly submit names and contacts of institutions supplied over the last year.
4	We understand that broadband which is listed as a requirement in the tender documents is in the scope of purchaser not in the scope of supplier. Please confirm.	Yes; Already high speed Internet Wi-Fi facility is available at the site.
5	The tender document requires. in several sections, for the supplier to handover technical drawings of supplier's products in specific cases. Such technical drawings are highly complex documents and protected by trademarks, copyright, software, patents, trade secrets designs and confidential information. The supplier can therefore not share these specific type of drawings. Given that there is a 5 year CMC period immediately after the	An undertaking from the supplier can be given that technical drawings of supplier's products in this case are protected by trademarks, copyright, software, patents, trade secrets designs and confidential information and were never shared with any purchaser before since this is a proprietary item with patents. However, the warranty period is 05 years & CMC period is 05 years after completion of the warranty

	initial 5 year warranty, and Supplier is maintaining the system and providing an uptime guarantee of 98% <i>per</i> the tender requirement, our understanding is that the drawings should not be required. Please confirm,	period.
6	Clause 15.5 tender document requires that if a part is replaced during the warranty period, the warranty of 60 months would then apply on the replaced part. The warranty is provided for the system and not for the spare parts as it is part of the system. Given that there is a 5 year CMC period immediately after the initial 5 year warranty, and Supplier is providing an uptime guarantee of 98% per the tender requirement, per our understanding the reset of warranty should not be required. Please confirm.	As per general terms and conditions of the warranty period, the warranty will be for the entire system and are not for the the spare parts separately for the period of five years. The supplier will be maintaining the system and providing an uptime guarantee of 98% per the tender requirement.

Further, M/s. Intuitive Surgical India Pvt. Ltd. vide their letter dated 06.11.2018 has informed to increase the no. of rows of the Price Schedule Formats so that they can quote/ mention multiple products/components of the equipment being quoted.

IT Department is requested to modify the Price Schedule Formats by adding 10 rows in the Price Schedule Formats.

The Price Schedule Format for Optional Items or Items to be quoted separately is also to be added, as such items are mentioned in the technical specifications.

Also, M/s. Intuitive Surgical India Pvt. Ltd. vide letter dated 06.11.2018 (copy enclosed) has requested to extend bid submission date from 09.11.2018 to 16.11.2018. Since it is a Proprietary Item the bid submission date may be extended from 09.11.2018 to 16.11.2018.

Submitted for approval.

DM (BME)

Sr. Mgr. (E)

DGM (BME)

GM (Proc.)

Sr. CGM I

Encl: As above

INTEGRITY PACT

To,

.....
.....
.....

Sub: NIT No. for the work

Dear Sir,

It is here by declared that the Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi (Purchaser) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Purchaser.

Yours faithfully

Medical Superintendent,
Safdarjung Hospital & VMMC, New Delhi

INTEGRITY PACT

To,

Medical Superintendent,
Safdarjung Hospital & VMMC,
New Delhi

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that the Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi (Purchaser) is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the Purchaser. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, the Purchaser / HSCC (India) Limited shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of the Purchaser

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20....

BETWEEN

Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi (Hereinafter referred as the **“Purchaser”**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(Name and Address of the Individual/firm/Company)Through..... (Details of duly authorized signatory)..... (Hereinafter referred to as the **“Bidder/Supplier”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS **HSCC on behalf of Purchaser** has floated the Tender (NIT No.) (Hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for(Name of work)hereinafter referred to as the **“Contract”**.

AND WHEREAS the **Purchaser** values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Supplier(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **“Integrity Pact”** or **“Pact”**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Purchaser/ HSCC

- (1) The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Purchaser/ HSCC, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Purchaser/ HSCC will, during the Tender process, treat all Bidder(s) with equity and reason. The Purchaser will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Purchaser/ HSCC shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- (2) If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer of the Purchaser/ HSCC and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Supplier(s)

- (1) It is required that each Bidder/Supplier (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/ Supplier (s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/ Supplier (s) will not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's/ HSCC's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/ Supplier (s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/ Supplier (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/ Supplier (s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/ Supplier (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/ Supplier (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/ Supplier (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/ Supplier (s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts

or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

- (5) The Bidder(s)/ Supplier (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Purchaser/ HSCC under law or the Contract or its established policies and laid down procedures, the Purchaser shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Supplier (s) and the Bidder/ Supplier accepts and undertakes to respect and uphold the Purchaser's absolute right:

- (1) If the Bidder(s)/ Supplier (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Purchaser after giving 14 days' notice to the Supplier shall have powers to disqualify the Bidder(s)/ Supplier (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Supplier from future contract award processes.
The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Purchaser. Such exclusion may be forever or for a limited period as decided by the Purchaser.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Purchaser has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Purchaser apart from exercising any legal rights that may have accrued to the Purchaser, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Supplier.
- (3) Criminal Liability: If the Purchaser obtains knowledge of conduct of a Bidder or Supplier, or of an employee or a representative or an associate of a Bidder or Supplier which constitutes corruption within the meaning of IPC Act, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Supplier as deemed fit by the Principal/ Owner.

- (3) If the Bidder/ Supplier can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Purchaser may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Supplier /Subsuppliers

- (1) The Bidder(s)/ Supplier (s) undertake(s) to demand from all subsuppliers a commitment in conformity with this Integrity Pact. The Bidder/ Supplier shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subsuppliers/sub-vendors.
- (2) The Purchaser will enter into Pacts on identical terms as this one with all Bidders and Suppliers.
- (3) The Purchaser will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the Contract to the satisfaction of both the Purchaser and Bidder/ Supplier, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the Contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Purchaser, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Supplier is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies

aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Purchaser)

.....
(For and on behalf of Bidder/Supplier)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date:

Section XI - Price Schedule for Items mentioned as - Optional or To be Quoted Separately

Sr no.	Name of Part	Part No.	Qty	Unit price inclusive of all taxes, duties, transportation, incidental cost etc. up to Consignee Site (Any currency)	Total price inclusive of all taxes, duties, transportation, incidental cost etc. up to Consignee Site (Any currency)
S. No. & Name of Equipment -					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
Total					

Total Price (In words): _____

Name of Tenderer _____
 Business Address _____

Place: _____
Date: _____

Signature of tenderer _____
 Seal of the tenderer _____