

HSCC (I) Ltd

AMENDMENT –II Dated 09.10.2020

IFB No.: **HSCC/PUR/CNCI/KOLKATA/MEDICAL EQUIPMENT/108 Dt. 14.09.2020**

The reply to the pre bid queries are being uploaded as Annexure-I, as received from CNCI Kolkata for the above the referred IFB. It is proposed that the Bid sale, submission and opening date for the above the referred IFB may be extended as per details given below:

Sl. No.	Description	Existing Schedule	Revised Schedule
i.	Sale date of the tender	14.09.2020 (10:00 Hrs) to 15.10.2020 (upto 13:00 Hrs)	14.09.2020 (10:00 Hrs) to 16.10.2020 (upto 13:00 Hrs)
ii.	Closing date & time for receipt of tender	15.10.2020, 14:00 Hrs.	16.10.2020, 14:00 Hrs.
iii.	Time and date of Opening of Tenders	15.10.2020, 14:30 Hrs.	16.10.2020, 14:30 Hrs.

Also following documents are also enclosed with this Amendment to form a part of the Tender Document:

1. Letter No. P-45021/112/2020-PP(BE-II)(E-43780) dt. 24.08.2020 from Public Procurement Section of Department for Promotion of Industry and Internal Trade under Ministry of Commerce and Industry, Govt. of India regarding bidders from countries which shares land border with India being uploaded as Annexure.
2. Letter No. DPE/7(4)/2017-Fin dt. 08.11.2016 from Department for Public Enterprises under Ministry of Heavy Industries Public Enterprises, Govt. of India regarding relaxation of Norms for Startups Medium Enterprises in Public Procurement for prior Experience-Prior Turnover criteria-reg being uploaded as Annexure.

All other terms and conditions of the tender enquiry document shall remain unchanged.

Prospective bidders are advised to regularly visit HSCC website/ CPPP website for corrigendum/ amendments etc. if any, as these will be notified on these portals only. No separate advertisement will published in the newspapers in this regard.

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CGM, HSCC (India) Limited
For and on behalf of Director, CNCI, Kolkata

REPLY TO PRE-BID QUERIES

ANNEXURE-I

Wide Bore 4D CT – Simulator (1 No.)

Sr. No.	TENDERED SPECIFICATIONS	AMENDMENT REQUESTED BY BIDDERS			CNCI REMARK / OBSERVATIONS
		Bidder 1	Bidder 2	Bidder 3	
	Sealed tenders (Sealed separately as the “Technical Bid & the Price Bid-in duplicate) are invited directly from the manufacturers/principles for the supply of a state-of-the-art and latest technology based Wide Bore 4D CT-Simulator. The CT-simulator includes CT scanner, laser system and virtual simulation system. The CT scanner should be of spiral multi slice, large-bore at least 16 slices per rotation model which should be capable of 4DCT acquisition. It should also be capable of integrating with standard networking and PACS systems available in the hospital. The offered equipment should have the following technical features.			Sealed tenders (Sealed separately as the “Technical Bid & the Price Bid-in duplicate) are invited directly from the manufacturers / principles for the supply of a state-of-the-art (Model FDA approved in Last 5 years) and latest technology based CT Simulator. The CT-simulator includes CT scanner, laser system and virtual simulation system. The CT scanner should be of spiral multi slice, large-bore at least 16 slices per rotation model which should be capable of 4DCT acquisition. It should also be capable of integrating with standard networking and PACS systems available in the hospital. The offered equipment should have the following technical features	Tender terms prevail
1	CT Scanner system				
1.1	The system should be of latest slip-ring technology allowing acquisition of 16 slices per rotation with true isotropic volume acquisition and sub millimeter resolution of an at least 0.625mm or less. The quoted model must have AERB Approval or NOC at the time of submission of bid.		The system should be of latest slip-ring technology allowing acquisition of 32 slices or more per rotation with true isotropic volume acquisition and sub millimeter resolution of an at least 0.6mm or less. The quoted model must have AERB Approval or NOC at the time of submission of bid.		Tender terms prevail
2	X-ray Generator				
2.1	2.1 High frequency x-ray generator with an output of at least 80 KW or more to support continuous and sustained operation. Please give details.	High frequency x-ray generator with an output of at least 60 KW or more to support continuous and sustained operation .	High frequency x-ray generator with an output of at least 75 KW or more to support continuous and sustained operation. Please give details.		Tender terms prevail
3.	X-ray Tube				
3.1	Tube current: 30-600 mA or more. The mA rating at peak generator power must be mention.	Tube current: 30-500 mA or more. The mA rating			Tender terms prevail

		at peak generator power must be mention.			
3.2	The system should have mechanism for real time mA modulation for both Z axis and angular dose modulation				No Change
3.3	Tube voltage should be in the range of 80-140kV				No Change
3.4	The x-ray tube should have anode heat storage capacity of 8 MHU or more.		The x-ray tube should have anode heat storage capacity of 7 MHU or more.		Tender terms prevail
3.5	The anode peak heat dissipation rate should be 800 KHU/min or more angular dose modulation.		The anode peak heat dissipation rate should be 780 KHU/min or more angular dose modulation.		Tender terms prevail
3.6	The x-ray tube should have dual focal spot (please specify the size of each focal spot). The automatic selection of focal spot should be possible.		The x-ray tube should have Single / dual focal spot (please specify the size of focal spot).		Tender terms prevail
3.7	Filter and beam limiting device: Their AI equivalent and other specific features to reduce radiation dose to the patient shall comply radiation safety compliance of AERB.				No Change
4	Gantry				
4.1	Gantry aperture should be minimum 80 cm or more				No Change
4.2	Gantry tilt should be at least ± 30 degree		Gantry tilt should be from -30° to $+25^\circ$.		Tender terms prevail
4.3	Entire range of rotation times for full 360 degree should be specified.				No Change
4.4	Remote controlled tilt from operator table should be possible.				No Change
4.5	Laser alignment lights should define accurately actual scan of plane. It should operate over full range of gantry tilt.				No Change
4.6	Green laser patient alignment system with (gantry and external wall /ceiling mounted) stationary and mobile for radiotherapy planning should be provided.		We request you to kindly delete this.		Tender terms prevail
5	Patient Table				
5.1	The scanning table should be universally flat with flat table top and should be compatible with tables of Varian, True Beam linear accelerator to be installed. The table should have patient positioning index system on carbon fiber table top.		The scanning table should be TG66 compliant & must be provided with carbon fiber material flat tabletop and should be compatible with tables of Varian, True Beam linear accelerator to be installed. The table should have patient positioning index system on carbon fiber tabletop.		Tender terms prevail

5.2	The table should be able to bear weight up to 200 Kg or more.				No Change
5.3	Table should have the metal free scanable range should be at least 150 cm.				No Change
5.4	Horizontal accuracy should be ± 0.50 mm or less				No Change
5.5	Vertical table travel range should be specified. Minimum at least 55cm height.				No Change
5.6	Table should support the immobilization accessories for conformal and stereotactic procedures. QA phantom holder, water level phantom and laser calibration bar should be provided.				No Change
5.7	The table should have total free floating facility				No Change
5.8	All patients positioning accessories including tilt should have control both from gantry and control console		Gantry tilt should have control both from gantry and control console.	All patients positioning accessories including tilt should have control both sides of the gantry.	Tender terms prevail
6	CT scanning parameters				
6.1	The slice thickness should be users selectable which range from 0.625 mm to 10 mm.				No Change
6.2	Minimum scan time for full 360 degree rotation should be 0.5 seconds or less for whole body applications.				No Change
6.3	Maximum true scan field of view should be at least 60 cm or more		Maximum true scan field of view should be at least 50 cm or more.		Tender terms prevail
6.4	Extended reconstruction FOV of at least 80cm should be possible.	Extended reconstruction FOV of at least 70cm should be possible.			Tender terms prevail
6.5	Gapless spiral length should be 150cm or more.				No Change
6.6	Specify single continuous spiral-on-time should be minimum 100 seconds or more.		Specify single continuous spiral-on-time should be minimum 200 seconds or more.		Tender terms prevail
6.7	The system should automatically optimize radiation dose and resolution for each selection.				No Change
6.8	Bolus triggered spiral acquisition should be possible. Give detail of sub millimeter resolution.				No Change
6.9	Both spiral and sequential mode acquisition should be possible for all scanning protocols.				No Change
6.10	Prospective and Retrospective respiratory compensated/gated CT to generate 4D datasets must be compatible with all commercially available hardware and software for motion management to localize the tumor in motion. Specify the details. Required software to generate/acquire 4D CT imaging should be provided. All the necessary interfaces to connect the CT with 4D		Respiratory compensated/gated CT to generate 4D datasets must be compatible with all commercially available hardware and software for motion management to localize the tumor in motion. Specify the	Prospective and Retrospective respiratory compensated/gated CT to generate 4D datasets must be compatible with all commercially available hardware and software for motion management to localize the tumor in motion. Specify the details. Required software to generate/acquire	Tender terms prevail

	gating devices of commercially available vendors should be provided.		details. Required software & hardware to generate/acquire 4D CT imaging should be provided. Also required compatible hardware with commercially available Linac based 4D treatment delivery. All the necessary interfaces to connect the CT with 4D gating devices of commercially available vendors should be provided.	4D CT imaging should be provided. All the necessary interfaces to connect the CT with 4D gating devices of commercially available vendors should be offered as optional.	
7	Scannograms/Topogram				No Change
7.1	Length and width: specify the range				
7.2	Scan times: specify the range				
7.3	Views: should be feasible in frontal and lateral views				
7.4	Should be possible to interrupt acquisition manually once the desired anatomy is obtained.				
8	Data Acquisition system				No Change
8.1	Detector: Please specify the number of detectors, detector design and type of detector.				
8.2	Number of rows with their thickness, number of elements in each row				
8.3	Mention the channels per row and number of projections				
8.4	In-built mechanism for adapting the tube current during each scan. This should enable radiation dose reduction where body part thickness is less. Specify the mechanism used in the offered system.				
8.5	There should be in-built pediatric protocols adapted to weight and/or age.				
8.6	Specify available mechanisms to reduce the effective patient dose.				
8.7	Vendor should provide the 4DCT acquisition system as applicable to the offered System.				
9	Image Reconstruction:				No Change
9.1	Real-time reconstruction speed: 10 images per second or more at 512x512 matrixes.				
9.2	Display matrix should be minimum 1024 x 1024 or more.				
9.3	Freely selectable window width and centre with organ specific preset windows be possible				
9.4	Retrospective reconstruction with variable slice thickness should be possible.				
10	Image Quality				

10.1	High Contrast Spatial Resolution: It should be 15 lines pair per cm or better (for 50 cm FOV) maximum at 0% MTF for a slice of 1 cm thickness. Clearly specify the phantom used, scan time, mA, filter for image reconstruction, scan field, dose and MTF.				No Change
10.2	Low Contrast Detectability: The low contrast resolution for CATPHAN should be at least 5mm or less at 0.3% using 20cm CATPHAN 500 phantom on 10 mm slice thickness.				No Change
10.3	Spiral parameters: Different selection of pitch should be possible, from 0.5 to 1.5 or more variable step. Inter scan delay in different group of spiral should not be more than 5 seconds.				No Change
10.4	CT number accuracy must be better than + 4HU for water and +10 HU for air. All necessary phantoms to check the spatial resolution of the scanner should be provided. A phantom to check the electron density to HU relationship for different body tissues must be provided.		Request you to provide the specification of the Phantom required for spatial resolution and Electron Density phantom. Please specify the make & model of the required phantoms. Kindly make this item as Optional and the prices quoted optionally for this item should not be considered under L1 evaluation criteria.		Tender terms prevail
11	CT Control Console				No Change
11.1	It should have 19" or more LED colour monitor for display of 1024 x 1024 matrix or more.				
11.2	Computer CPU systems should be running on a high-end workstation platform with UNIX/Window of latest configuration. RAM size must be at least 8GB or better.				
11.3	All functions viz. registration, scheduling, scanning, image reconstruction, image evaluation tools, post processing tools, film documentation and transfer of images, MPR, CT, maximum intensity projection, 3D with SSD etc should be possible from main console and workstation				
11.4	Image storage of 250 GB or more for at least 2, 50,000 or more images in 512 x 512 matrixes uncompressed or better (quote the latest configuration)				
11.5	CD/DVD facility for archiving must be available.				
11.6	The image reconstruction time should be less than 1.5 second for any mode.				
11.7	Networking with PACS, TPS of commercially				

	available vendors along with all requirements.				
11.8	The system should have fully DICOM compliant. DICOM compliance statement should be provided.				
11.9	An integrated intercom for bi-directional speaker communication between operator and patient and also automated patient instruction (API) system should be provided.				
12	Laser System				
12.1	The CT-Simulator laser systems should have at least three computer controlled moving lasers with double diode for marking the isocentre without moving the table top. Following the isocentre localization in the CT-Simulation workstation, the isocentre coordinate will be sent directly to the computer system that is controlling the movements of the lasers. This computer in turn should drive all the lasers, so that without moving table, the laser point to the isocentre. The laser must be GREEN LASER system. Complete quality assurance tools and brochure must be provided.		The specifications for the laser system are vendor specific, hence, we request you to kindly make this item as Optional and the prices quoted optionally for this item should not be considered under L1 evaluation criteria.		Tender terms prevail
12.2	In addition to the moving laser, the CT -Scanner should have conventional in-built lasers for positioning the patient.				No Change
12.3	The vendor should give a complete description about the laser marking system offered and how the CT-Simulation software integrates with it.				No Change
13	CT-Simulation/Virtual Simulation System				
13.1	The CT-Simulation/Virtual Simulation System should be possible to simulate all kinds of teletherapy machines in the simulation workstations without any kind of restrictions. It should support IEC, Varian, Elekta and other user defined linear accelerator conventions.				No Change
13.2	It should be possible to visualize interactively reference views in axial, coronal, sagittal, isocentre image planes and in any oblique direction with overlay of beams on digitally reconstructed radiograph (DRR).				No Change
13.3	DRR must provide fully divergent beam's eye view (BEV) 512x512 images.				No Change
13.4	The DRR and BEV/Room-eye view image should display the machine diagram to allow real-time checking of machine and patient geometry.		The DRR and BEV eye view image should display the machine diagram to allow real-time checking of machine and patient geometry.		Tender terms prevail
13.5	The system should be possible to support and define the asymmetric features in the Simulation software.				No Change

13.6	The system should be possible to support and define the Multileaf collimator placement of 60 or more pairs of MLC leaves in the simulation software.		The system should be possible to support and define the Multileaf collimator placement of 40 or more pairs of MLC leaves in the simulation software.		Tender terms prevail
13.7	One advanced CT simulation workstation with license must be provided in addition to the CT workstation.		Request you to kindly amend as: “ CT simulation software license must be provided either in main console or in the workstation.”	One advanced CT simulation workstation with license must be provided in addition to the CT workstation. CT workstation should be capable of oncology related post processing like - Volume rendering of segmentation, segmentation of nodes & liver lesions, Automated RECIST calculation, 4 time point visualization, quantification of tumor growth between time points, Perfusion - Neuro and Body with Multi-slice calculation of blood flow, blood volume, permeability images, tissue assessment of perfusion changes. color-coded visualization of AEF calculated from abdominal multiphase CT, Multi Modality image evaluation – 2D/ 3D, Image fusion, Colonography Noninvasive evaluation of the entire colon. Stool tagging & Removal. 3D and dissection views, polyp CAD. It should also have Auto bone removal software & Vessel Analysis Software.	13.7 Latest Advanced CT Simulation Workstation with oncology solution must be provided.
13.8	System should incorporate CT, MRI, PET and SPECT into localization, image fusion and registration			Both Simulation and CT workstation should incorporate CT, MRI, PET and SPECT into localization, image fusion and registration	Tender terms prevail
	Request by bidder for ADDITION			CT Fluoroscopy with in-room ceiling mounted monitor, remote control, foot pedal. The system should be OEM integrated with Operator console to work seamlessly	Tender terms prevail
				Latest Single energy metal artifact reduction on iterative reconstructed based technique to reduce the artifact when scanning large orthopedic implants should be available. (eg.: IMAR/OMAR/SmartMAR/SEMAR/ etc)	Tender terms prevail
14	Contouring				No Change
14.1	Volume definition should be possible using volume segmentation using threshold, free hand contour				

	tracing, contour editing, 3D anisotropic margins etc and any other advanced tools				
14.2	System must be able to contour in axial, sagittal, coronal and oblique projections.				
14.3	It should be possible to do manual, semi-automated, fully-automated contouring in the images by defining volume of interest.				
14.4	The software should have facility for automated uniform/non-uniform margins. For example it should be possible to expand the clinical target volume (CTV) on all three dimensions by same magnitude or by different magnitude to define the planning target volume (PTV).				
14.5	It should be possible to copy one organ to another with margin on a single slice, a range of slice or all slices.				
14.6	Interpolate algorithm should be available to provide interactive, shape and interpolation i.e. after contouring only in selected slices. The algorithm should automatically interpolate the closely fitting contour in other slices. Interpolated contour may be edited; accepted or rejected.				
14.7	Tracking of source to skin distance and contouring/extracting of wall should be possible				
14.8	System should have the capability of 3D viewing and volume rendering should be possible.				
14.9	The software should provide the density value (in Hounsfield Unit) of a particular point on an image. It should compute distances along straight line and curved line, angles between lines, and radius of the curvatures for curves.				
14.10	Any other advanced features which may be of standard or optional, should be specified.				
15	Isocentre Management				
15.1	The software should support separate isocentre for multiple target volumes or general regions				No Change
15.2	Marked and final isocentre should be reported and displayed in the localization package for easy confirmation of a physical simulation session.		Kindly provide further Clarification.		Tender terms prevail
15.3	Hardcopy of the isocentre coordination should be possible for record of the simulation.		Kindly provide further Clarification.		Tender terms prevail
15.4	Isocentre positioning should be automatic.				No Change
15.5	No limit on number of isocentre per target.				No Change
16	Beam Placement and Definition				
16.1	If should support extensive beam shapers (shielding				No Change

	blocks etc) and beam definition methods.				
16.2	Manual or automatic beam placement tool.				No Change
16.3	Beam shaping should be possible in multiple ways like automatic shielding block, definition conforming to selected volume, definitions aperture or shielding manual free hand definition, automatic collimator jaw or multi leaf position definition.		Request you to kindly clarify the requirement automatic shielding block.		Tender terms prevail
16.4	It should be possible to define this asymmetric collimator feature, where both the X and Y axis are asymmetric, in the CT simulation software. Similarly the software should allow multi-leaf-collimator placement up to 40 pairs or more.				No Change
17	DRR Features				
17.1	Interactive DRR calculation mode must be available.		Request you to kindly clarify the specific requirement for this point.		Tender terms prevail
17.2	Automatic window width/level selection for DRR.				No Change
17.3	DRR should be interactively updated when the isocentre position is modified.				No Change
17.4	Should be possible to highlight or suppress different density region in the DRR.				No Change
17.5	Printing of DRR images should be possible.DRR presets should be user defined.				No Change
17.6	Reconstruction of DRRs should be real-time or sub-second.				No Change
17.7	Real-time display of DRR as beam parameter changed should be possible.				No Change
17.8	Differential tissue weighting in DRR calculation should be possible.		Kindly provide further Clarification. Kindly Add This Point ADVANCED METAL ARTEFACT REDUCTION SOFTWARE TO BE PROVIDED		Tender terms prevail
17.9	Facility to display BEV on MPR with fields and blocks displayed divergently.				No Change
17.10	Any other advanced features available should be specified.				No Change
18	Data Import/Export and Connectivity				No Change
18.1	System should be able to export image, volume and plan data in DICOM 3.0 standard along with all Radiotherapy specific data and private objects, DICOM RT plans and data sets.				
18.2	System should be able to import DICOM RT data to the linear accelerator of any vendor.				
18.3	CT simulator system should be fully integrated with the				

	contouring workstations and TPS of LINAC and HDR Brachytherapy. The vendor should inspect and will be responsible for complete integration.				
18.4	Specify clearly the DICOM-RT import and export licenses that are being offered.				
18.5	The entire CT Simulation system must be interconnected (all the workstations, laser systems, printers etc.) and must be integrated into the department's treatment planning system for smooth transferring of images and DICOM-RT structures. The system should be networked with all radiotherapy treatment planning system in the department and necessary software support shall be provided for all external beam radiotherapy and Brachytherapy treatment planning systems.				
18.6	Dose computation & display: The system should display CTDLw (CTDI1 00), DLP				
19	Archiving and Documentation				No Change
19.1	DICOM print should be possible.				
19.2	Adobe Post Script Printing should be possible.				
19.3	Archiving should be on a CD in DICOM format.				
19.4	User / Technical / Maintenance manuals to be supplied in English.				
19.5	Certificate of calibration and inspection				
19.6	List of Equipment available for providing calibration and routine preventive maintenance support as per manufacturer documentation in service / technical manual.				
19.7	Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist.				
19.8	Stand-alone Room Dehumidifiers of adequate capacity for both CT simulator room, Console Room to be provided to ensure condensation free atmosphere for the high value equipment.				
20	Equipment Warranty and Service Facilities				No Change
20.1	Five years warranty to be commenced from first patient treated after commissioning approval from AERB.				
20.2	CMC year-wise for quoted machine, UPS, Battery and other accessories for next 5 years after warranty period.				
20.3	95% uptime warranty/guarantee during warranty and CMC period.	Requested to confirm that uptime warranty during warranty and CMC period would be 95%.			
20.4	Spare parts should be available for minimum of 10 years.				

20.5	During the warranty period, all the software updates should be provided free of charge.				
20.6	Factory trained service engineer / Applications specialists should be available in Kolkata to look after the installation and maintenance of the system without patient treatment interruption.				
21	Standards, Safety and Training				No Change
21.1	Equipment standard and safety should comply with the national regulatory AERB guidelines and offered model should have AERB type approval or NOC.				
21.2	The vendor should provide comprehensive training on CT-Simulator in a well advanced center in the country for three persons (one for Radiation Oncologist, one for Medical Physicist and one Technician).The training period should be at least for one week.				
21.3	On-site Application training should be provided for minimum two weeks for all staff members in the department.				
22	Essential Accessories to be included with the unit:				
22.1	Sets of patient positioning accessories namely head holder positioning kit, mattresses (for diagnostic procedures) must be provided.				No Change
22.2	UPS: On line UPS with MF batteries for the backup of the entire system for at least 30 minutes.				No Change
22.3	Light weight Lead Apron- 2 Nos with stand., Lead Goggles – 2 Nos., Lead Gloves- 2 Pairs, Gonads shields- 2 Nos. and eye shields- 2 sets				No Change
22.4	Pressure Injector: CT Compatible pressure injector with remote console 100 disposable syringes.		Please confirm “Single Head Pressure Injector” or “Double Head Pressure Injector” is to be offered.		Tender terms prevail
23	General Terms & Condition				No Change
23.1	The vendor shall list the number of their CT-Simulator installation/user in India.				
23.2	All claims regarding meeting the specification should be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer.				
23.3	Penalty clause: Penalty at the rate of Rs. 10, 000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with.				

Scope of Work for Site Modification:					
General Requirements					
1	The Supplier should inspect the proposed site offered by the Consignee, wherein the CT SIMULATOR has to be installed. They are required to submit the plan for the project. The scope of work includes complete Electrical, Wall finishing, Air-conditioning, Flooring for the proper functioning of the CT SIMULATOR. The supplier shall assist the user by providing necessary documentations / technical data for regulatory clearances and approvals from AERB.				No Change
2	The cost of the site modification work should be quoted separately and this cost will be considered for L1 calculation.				No Change
3	The system should be installed and handed over in working condition with all necessary electrical, wall finishing, air conditioning, flooring and plumbing work undertaken by the vendor in consultation with the user dept.				No Change
4	Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 16 TR HVAC is included for L1 calculation of the bids.				No Change
5	The CT SIMULATOR CENTRE shall consist of the following rooms:			The CT SIMULATOR CENTRE shall consist of the following rooms:	Tender terms prevail
a	CT SIMULATOR examination Room			CT SIMULATOR examination Room	Tender terms prevail
b	Console room			Console room	Tender terms prevail
c	UPS room			UPS room	Tender terms prevail
d	Mould Room			Mould room excluded as it is not in scope of supply. If required to be included please provide the requirement for finishes, power requirement, HVAC requirement etc	Tender terms prevail
6	The supplier shall be required to specify the total load requirements for the CT SIMULATOR centre including the load of air conditioning, room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the CT SIMULATOR centre. The mains panel and distribution panel for CT SIMULATOR, HVAC and LIGHTING should be provided by the supplier. Few lights in CT SIMULATOR, CONSOLE ROOMS, UPS ROOM shall be connected to the UPS to provide emergency lighting.				No Change

	THE ELECTRICAL WORKS:				
1	Wiring – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.				No Change
2	All necessary cabling like LAN, DICOM & PACS for data interface between TPS and CT SIMULATOR; CT-SIMULATOR & HDR BRACHY system, CT-SIMULATOR & LINAC should be provided with adequate number of terminals.			All necessary NETWORK cabling for data interface between TPS and CT SIMULATOR; CT-SIMULATOR & HDR BRACHY system, CT-SIMULATOR & LINAC should be provided till the network rack of Linac, Brachy, TPS etc.	Tender terms prevail
3	All the internal wiring including that of telephone, LAN, DICOM & PACS etc will be concealed variety.				No Change
4	Earthing: Double-Earthing shall be provided with copper plate for the CT SIMULATOR and all accessories like UPS. The earthing for the AC should also be done by the suppliers. The earthing cable/wire shall be routed end-to-end through an insulated conduit.				No Change
5	Switches light and power points should be of modular type and of standard make as listed below.				No Change
6	General lights – Ceiling mounted LED lighting panels, recessed 600 x 600mm type should be provided. Light dimming facility should be provided wherever it is necessary.				No Change
7	All wires used must be FRLS (Fire Retardant with low smoke) type only.				No Change
	AIR CONDITIONING WORKS: (16 TR HVAC)				
1	The area marked for Site Modification work needs to be air-conditioned. Package Air Conditioners may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7.			The area marked for Site Modification work needs to be air-conditioned. Split / ductable air- Conditioners may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7.	Tender terms prevail
2	The outdoor units of AC should have grill coverings to prevent theft and damage.				No Change
3	Stand-alone Room Dehumidifiers of adequate capacity for CT SIMULATOR Room, Console Room and TPS Room to be provided to ensure condensation-free			Stand-alone Room Dehumidifiers of adequate capacity for CT SIMULATOR Room, Console Room will be required if Split AC is used.	Tender terms prevail

	atmosphere for the high value equipment.			Room to be provided to ensure condensation-free atmosphere for the high value equipment.	
	Environment specifications:				
	Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.				No Change
4	Temperature ranges: 22 ± 2° C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.				No Change
5	Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.				No Change
	FLOORING WORKS:				
1	"600x600 mm vitrified tiles with 100 mm matching tile skirting in CT SIMULATOR Room & Console Room.				No Change
	Note: Providing and laying approved quality, colour, design and shade fully homogeneous 600 x 600 mm (thickness to be specified by the manufacturer)Vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%)flooring in pattern as detailed in drawing or as directed by the institute and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the institute. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings & Specification."				No Change
2	Floor leveling if required to be done by supplier. All installation related floor modification non structural) like Turntable pit, trench etc to be done by supplier.				No Change
3	50 mm thick cement concrete flooring with 3 mm Vinyl flooring in UPS Room / CT Equipment Room				No Change
4	The CT SIMULATOR room, Console Room will be made rodent /pest proof.				No Change
5	Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying leveling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage.				No Change
	WALL FINISHING & PAINTING				

1	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas not covered by wall tiles. Colour to be approved by institute.				No Change
2	Wall Tiles-High quality density Vitrified Tiles clad on the side walls up to a uniform height of 1200 mm in all rooms; except UPS & equipment rooms. Colour to be approved by institute. Note: Providing all tools, tackles, materials, manpower for applying plastic enamel paint over				No Change
3	Coats of wall putty including primer in all areas, of approved brand and manufacture and approved shade finished with roller to wall & ceilings surfaces, in 2 coats over a coat of approved quality primer on the plastered/POP surface, POP board/Gypsum board surfaces including scaffolding, preparation of surface, sanding, light sanding, work platform, painting equipment/apparatus etc. required to complete interior grade finish etc. at all heights & levels complete as per drawings & Specifications.				No Change
	FALSE CEILING				
1	Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. To be finished with white paint or powder coated with white paint, if metallic. The false ceiling panels should be of reputed brands.				No Change
	MISCELLANEOUS:				
1	The CT SIMULATOR room shall be provided with wall-mounted storage cupboards within CT SIMULATOR room; to store: Phantoms, QA Items, CT SIMULATOR accessories.			The CT SIMULATOR room shall be provided with wall-mounted storage cupboards within CT SIMULATOR room; to store: Phantoms, QA Items, CT SIMULATOR accessories.(approx.1800mm length; 750 mm height; 300 mm depth). - 1 no	Tender terms prevail
2	Sufficient number of Open Racks of high Quality vendors should be provided to house the immobilization materials within CT SIMULATOR room			To be Deleted	Tender terms prevail
3	The CONSOLE room shall be provided with Wall mounted Storage cupboards with MDF laminate shutters; to be fixed on the wall above the workstation (approx.1800mm length; 750 mm height; 300 mm depth).				No Change
	FURNITURE:				
1	Revolving chairs height adjustable, medium-back with			Revolving chairs height adjustable,	No Change

	hand-rest for Console room, TPS room - 12 Nos.			medium-back with hand-rest for Console room.- 12 Nos.	
2	"Workstation/Tables for Console room & TPS room: The Console room and TPS room should be provided with suitable workstations(s) of reputed brand, to accommodate the various Terminals in Console Room, TPS Room. The Workstation shall be providing with enough power sockets, LAN sockets etc. to enable smooth functioning of the CT SIMULATOR and TPS."			Workstation/Tables for Console room : The Console room should be provided with suitable workstations(s) of customised make, to accommodate the various Terminals in Console Room, of CT Sim Facility. The Workstation shall be providing with enough power sockets, LAN sockets etc. to enable smooth functioning of the CT SIMULATOR."	No Change
3	Bookshelves: Four-door bookcase with glass doors, height approx 1700mm; to store manuals; CD/DVDs, spares etc-4 Nos.				No Change
4	Shoes Rack - 2 Nos.				No Change
5	Price Guarantee: The supplier shall also give a commitment that the price quoted for the equipment in the tender is the minimum price quoted to any institution in the country for similar terms & conditions; whether Government, semi-Government, autonomous or non-Government; in the recent times (preceding six months) and shall remain so for at least the next six months subject to variations in the foreign exchange rates, if applicable.				No Change
	Other issues raised by bidder	Requested to remove financial penalty with extended warranty on 1:1 basis of extended warranty			No Changes. Tendered Terms & Condition prevails.
	COMMERCIAL CLARIFICATIONS:				
	Clause 8.2- Inspection, Testing and Quality Control: The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.		The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data which are not confidential and proprietary information of the manufacturer, shall be furnished by the supplier to the		No Changes. Tendered Terms & Condition prevails.

			purchaser's inspector at no charge to the purchaser.		
	GCC 11.1-ii: Insurance: In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis.		in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier/ Indian Affiliate/local company/agency from the port of entry to the consignee site. The transit risk in this respect shall be covered by the Supplier/ Indian Subsidiary/local company/agency by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis.		No Changes. Tendered Terms & Condition prevails.
	GCC Clause 12.1.b.ii - Spare Parts: Immediately following such discontinuation, providing the Purchaser / Consignee free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.		We request to replace this clause with requirement for the supplier to provide an undertaking to provide spare parts for specific period of time (e.g. 10 years).		No Changes. Tendered Terms & Condition prevails.
	GCC Clause 14 (A) (ii) : For Domestic Goods, including goods already imported by the supplier under its own Arrangement Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.		To be deleted		No Changes. Tendered Terms & Condition prevails.
	GCC Clause 15.4 Warranty: Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination.		Upon receipt of such notice, the supplier shall, within 8 working hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination.		No Changes. Tendered Terms & Condition prevails.
	And 15.6: If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.		If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 working hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take remedial action(s) such as extension of warranty/CAMC period by double the downtime beyond permissible downtime period (5%)		No Changes. Tendered Terms & Condition prevails.
	And 15.7: The Supplier along with its Indian Agent and the CMC		The Supplier along with its Indian Agent and the CMC Provider shall		No Changes. Tendered Terms & Condition

	Provider shall always accord most favoured client status to the Purchaser visà-vis its other Clients/Purchasers of its equipments/ machines/ goods etc. and shall always give the most competitive price for its machines / equipments supplied to the Purchaser/Consignee.		always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers in India of its equipments/ machines/ goods etc. and shall always give the most competitive price for its machines/ equipments of identical description (i.e. same nature, class specifications prevailing exchange rate, warranty, quantity and other commercial terms & conditions) supplied to the Purchaser/Consignee. This undertaking shall be valid until installation of the equipment or 12 months from delivery of the equipment, whichever is earlier.		prevails.
	GCC Clause 21.1 Imported Payment Terms: Payment for Imported goods through Letter of Credit: On Shipment: (iv) Insurance Certificate as per tender terms (x) Dispatch Clearance Certificate issued by HSCC.		Payment for Imported goods: On delivery: (iv) Insurance Certificate as per GCC Clause 11. (x) Dispatch Clearance Certificate issued by HSCC - to be deleted	100% of contract value shall be paid through "Irrevocable Letter of Credit with 80% (Eighty percent) payable against delivery at sight and balance 20% (Twenty percent) payable within 30 days after installation of the equipment or first date of patient scanning whichever is earlier." Requesting to maintain same payment terms for domestic goods	No Changes. Tendered Terms & Condition prevails.
	GCC 21(C)- Payment of Turnkey: Turnkey payment will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees made as indicated in the relevant Price Schedule and shall not be subject to further escalation / exchange variation. Turnkey payment will be made on pro-rata basis against work done certified by site In charge.		Request you to amend this clause payment term as "80% advance against advance BG and 20% after handing over"		No Changes. Tendered Terms & Condition prevails.
	GCC 21(C)- Payment of Turnkey: The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.		The payment of CMC will be made on six monthly advance basis on start of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.		No Changes. Tendered Terms & Condition prevails.
	SECTION - V SPECIAL CONDITIONS OF CONTRACT (SCC) Pt. 9 -Reimbursement of Custom Duty & GST: c. If the custom duty & GST amount as mentioned in the price schedule section –XI (B) is less than the		c. If the custom duty & GST amount as mentioned in the price schedule section–XI (B) is less than the actual total custom duty & GST amount levied by custom department, the custom duty & GST amount as		No Changes. Tendered Terms & Condition prevails.

	actual total custom duty & GST amount levied by custom department, the custom duty & GST amount as mentioned in the price schedule section –XI (B) shall be prevail and reimbursed to the supplier at rate of exchange rate mentioned on the bill of entry in INR accordingly.		mentioned in the price schedule section –XI (B) shall be prevail and reimbursed to the supplier at rate of exchange rate mentioned on the bill of entry in INR accordingly. However, if the Duty/GST Structure/rate is changed by union of India after bid submission, for the quoted medical item, new duty will be calculated for reimbursement.		
	Part II Required Delivery Schedule : For Indigenous goods or for imported goods if supplied from India: Delivery period for CT –Simulator- Within 90 days from NoA. the date of delivery will be the date of delivery at consignee site. Installation & commissioning period within 90 days from receipt of the stores/ goods delivery at site or 90 days from handing over the site or instruction for installation, whichever is later.		Delivery period for CT Simulator - Within 90 days from NoA or AERB Site layout approval, PNDT application whichever is later. the date of delivery will be the date of delivery at consignee site. Installation & commissioning period within 90 days from receipt of the stores/ goods delivery at site or 90 days from handing over the site with requisite power or instruction for installation, whichever is later.		No Changes. Tendered Terms & Condition prevails.
	Technical Specification (23 General Terms & Condition) 23.3: Penalty clause: Penalty at the rate of Rs. 10, 000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with.		Penalty clause: Penalty at the rate of 2 days of extension of warranty/CAMC per day for short falling of 95% uptime guarantee. If the machine lies nonfunctional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with.	23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser / Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 5% of the contract price . Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24	No Changes. Tendered Terms & Condition prevails.
	The pre delivery inspection carried out by third party Inspection agency viz LLOYDS/SGS /Bureau Veritas/ TUV or any other with same high status inspection agency. The supplier shall arrange III party Inspection agency approved by HSCC. All charges for III party inspection shall be borne by the supplier. Therefore same charges shall take into consideration in its bid.			The pre-delivery inspection carried out by HSCC.	No Changes. Tendered Terms & Condition prevails.

	Reimbursement of Custom Duty & GST: CNCI deserves for customs duty exemption through DSIR certificate			Reimbursement of Custom Duty: Due to Government embargo as a supplier we cannot deposit the custom duty on customer's behalf. Further to this custom clearance charges will be on purchaser's account. We will do the transportation at site.	No Changes. Tendered Terms & Condition prevails.
	23.4 Penalty clause: Penalty at the rate of Rs. 10, 000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with. xi. Penalty clause: Penalty at the rate of Rs.15,000/ per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with for the given calendar year.			We can extend the warranty time in lieu of monetary penalty. Warranty extension by 1:1 (as per days calculation on 95% uptime clause). Hence request to remove the monetary penalty.	No Changes. Tendered Terms & Condition prevails.
	Resolution of disputes <only relevant portion produced here>: If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by Medical Superintendent, Safdarjung Hospital, New Delhi. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)			If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed mutually by the parties. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs.1,00,000/-)	No Changes. Tendered Terms & Condition prevails.
	MAF: We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General Conditions of			We also hereby extend our full warranty, whereas SHPL will be responsible for CAMC as applicable	No Changes. Tendered Terms & Condition prevails.

	Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.		as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document		
	SECTION – XIX AFFIDAVIT/UNDERTAKING: We hereby confirm and certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.		We hereby confirm and certify that the prices offered by us in this tender for supply of equipments of identical description (i.e. same nature, class, specifications prevailing exchange rate, warranty, quantity and other commercial terms & conditions) is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.		No Changes. Tendered Terms & Condition prevails.
	Technical Specification (20. Equipment Warranty and Service Facilities): 20.1 Five years warranty to be commenced from first patient treated after commissioning approval from AERB.		20.1 Five years warranty to be commenced from first patient treated after commissioning approval from AERB or from 3 months of delivery of main equipment at site whichever is earlier.		No Changes. Tendered Terms & Condition prevails.
	BOQ Clarification:				
			Copy of latest purchase order for Price Justification is asked with the Price BOQ, however, there is no provision for uploading the same as in the portal the price BOQ can be uploaded in Excel format only. Hence, request you to kindly provide pdf option as well for uploading the Price Bid or allow us to submit the PO copy in the Technical Cover along with the Technical Bid with masked prices and the same can be furnished later as required.		No Changes. Tendered Terms & Condition prevails.
	One column is available for quoting Customs Duty and GST.		Request you to kindly provide separate column for quoting the GST either in %age basis or value in the main equipment quoting currency.		No Changes. Tendered Terms & Condition prevails.

No.P-45021/112/2020-PP(BE-II)(E-43780)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated August 24, 2020

OFFICE MEMORANDUM

Subject: Format for registration of bidders from countries which shares land border with India – regarding

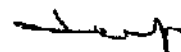
The undersigned is directed to refer Department of Expenditure Order (Public Procurement No. 1) dated 23.07.2020 mandating that bidders having beneficial ownership in countries which share land border with India will be eligible to bid in public procurement, only if they are registered with the competent authority. Accordingly, the bidders, who have beneficial ownership in countries which share land border with India and intend to participate in public procurement in India, may submit application for "Registration" in the format enclosed as Appendix "A". Bidders are also required to submit application for "Security Clearance" in the format enclosed as Appendix "B". Complete application containing both "Registration" and "Security Clearance" formats, duly filled in, may be submitted in the Office of Joint Secretary (MKN), DPIIT, Room No. 236A, Udyog Bhawan, New Delhi.

2. The validity period of the registration shall be 12 months from the date of issue of registration letter. However, in case of appointment of new Director(s)/ new shareholders with more than 10% shares/ change in controlling ownership interest or control through other means, the registration shall stand cancelled. In such cases, bidders will be required to apply for a fresh registration. The list of bidders who have been registered with competent authority shall be displayed on the website of DPIIT.

3. The registration granted by this Department shall be only for the purpose of bid participation under Rule 144(xi) of General Financial Rules, 2017.

4. This issues with the approval of competent authority.

Encl: As above



(D.V.S.P. Varma)
Under Secretary to Govt. of India
Email: dvsp.varma@nic.in

To

1. All Ministries/ Departments of Government of India
2. All Industry Associations

Appendix-A

Format for bidder registration under Rule 144(xi) of GFR

<p>Name of Bidder - as defined in the Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020</p>	
<p>Type of business entity (Natural Person/ Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership firm/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO/or any other type of entity) In case of incorporated entity - to attach certificate of incorporation.</p>	
<p>Beneficial owners - as defined in the Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020 Details of all beneficial owners having ownership more than that prescribed in Para 9 of Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020 may be furnished in the format as given in Annexure -I duly certified by practicing Chartered Account in India.</p>	
<p>Complete address of the Registered Office with contact person name, telephone number and email Id.</p>	
<p>Whether registration is being sought as</p> <p>a. Manufacturer/ service provider/ contractor for supply of goods/ services / works</p> <p>or</p> <p>b. As an agent/reseller/distributor/member of consortium/ Branch Office/ Office Controlled by bidder/any subsidy of any artificial juridical person/ any other type of category)</p>	

<p>Bidder to give details in which category registration is being sought.</p>	
<p>In case registration is being sought as an agent/reseller/distributor/Office controlled by bidder/ any other subsidiary of any artificial juridical person /any other category other than manufacturers , service provider and contractor of above - the details of manufacturer/ service provider/ contractor may be furnished in Annexure-II.</p>	
<p>The details of items (goods/ services / works) for which registration is sought as per Annexure -III</p>	
<p>Financial details in INR/ US Dollar for last five financial years as per Annexure -IV duly certified by practicing Chartered Account in India.</p>	

Note: The terminology "Works" in the entire document means "Works including turnkey works/ projects". Similarly, the terminology "Services" means "Consultancy as well as non-consultancy services".

Annexure-II

Details of manufacturer/ service provider/ contractor

<p>Name of manufacturer/ service provider/ contractor</p>	
<p>Type of business entity (Natural Person/ Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership firm/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO/or any other type of entity) In case of incorporated entity - to attach certificate of incorporation.</p>	
<p>Beneficial owners - as defined in the Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020 Details of all beneficial owners having ownership more than that prescribed in Para 9 of Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020 may be furnished in the format as given in Annexure -I duly certified by practicing Chartered Account in India.</p>	
<p>Complete address of the Registered Office of manufacturer/ service provider/ contractor with contact person name, telephone number and email Id.</p>	
<p>In case of manufacturer, complete address of the manufacturing premises with name, telephone number and email Id of contact person.</p>	
<p>In case of service provider/ contractor, complete address of the premises from where services are provided may be given with name, telephone number and email Id of contact person.</p>	
<p>The details of items (goods/ services / works) for which registration is sought as per Annexure -III</p>	
<p>Financial details in INR/USD for last five financial years as per Annexure -IV duly certified by practicing Chartered Account in India.</p>	

Annexure-III

Details of item (goods/ services / works) for which registration is sought

Description of items (goods/ services / works) for which registration is being sought.	
Broad technical specification parameters/ details of items	
Annual Capacity of bidder for each of the goods/ services / works for which registration is being sought.	
Major public procuring entities in India for these items	
Details of contracts received in last 05 years for these items from public procuring entities in India in the format given in Annexure-V	
Details of contracts received in last 05 years for these item from private sector in India in the format given in Annexure-VI	
Details of outsourced components/goods and subcontracted works and services proposed to be used in execution of contract may be provided in the format given in Annexure –VII.	

Note:-

1. Bidder can seek registration for multiple items in an application by providing requisite details for each of the item for which registration is being sought.
2. Registration will be valid for a period of one year from the date of issue.
3. If there is change in the beneficial ownership of the bidder/ manufacturer/ contractor/service provider – this registration shall automatically stand annulled. Fresh registration need to be filed in such cases.

Annexure-IV

Financial details in INR/ US Dollar for last five financial years duly certified by practicing Chartered Account in India.

Financial year (FY)	Net Sales turnover during the FY	Net Profit during the FY	Net worth at the end of the FY

Annexure-V

Details of contracts received in last 05 years from public procuring entities in India

Sr. No.	Description of goods/ services / works with broad technical parameters	Procuring entity details – Name and complete address of the Organization.	Purchase Order Qty and value	Status of the Order Executed successfully/ under execution/ cancelled

Note: The details are required to be furnished only for those goods/ services / works for which registration is being sought.

Annexure-VI

Details of contracts received in last 05 years from private sector in India

Sr. No.	Description of goods/ services / works with broad technical parameters	Procuring entity details – Name and complete address of the Organization.	Purchase Order Qty and value	Status of the Order – Executed successfully/ under execution/ cancelled

Note: The details are required to be furnished only for those goods/ services / works for which registration is being sought.

Annexure-VII

Details of outsourced components/goods and subcontracted works and services proposed to be used in execution of contract

Sr. No.	Details of outsourced components/goods and subcontracted works and services	Major technical parameters	Manufactured by /Subcontracted to	Country of Origin

***The details are required to be furnished for top 20 high value outsourced components/goods and subcontracted works and services.**

Proforma for application for security clearance for registration of bidders from countries which share land border with India

I. Details in respect of bidding company / person:

Sl. No.	Name of the company / person	Type of company (Pvt. Ltd. / Pub. Ltd. / sole proprietorship / one person company / partnership / LLP / JV / Trust / NGO etc.)	Country of registration in case of company / nationality (if holding multiple nationality, all must be mentioned) in case of person	Registration number with date in case of company / passport nos. and issue date in case of person	Registered office address and correspondence address in case of company / Contact Address in case of person	Previous name of the company, if any	Details of earlier registration, if any (ref. no. & date)

ii. Details of beneficial ownership of entity:

Sl. No.	Name of the company/individuals which/who are the beneficial owner of bidding company	Country of registration, registration number with date in case beneficial owner is a company / nationality, passport nos. and issue date (if holding multiple nationality, all must be mentioned) in case beneficial owner is an individual	Registered office address in case of company and correspondence address / contact address in case of individual	Details of intermediary company(s) / persons between bidder company or person and beneficial owner company / individual	Enclose a chart depicting the link between bidding company / person and the beneficial company / owners along with details such as address, parentage, passport details (in case of individuals) or company registration details (in case of companies)

III. Details in respect of Directors of bidding company:

Sl. No.	Full Name of Board of Directors	Present position held with date (since when)	Date of birth	Parentage (name of father / mother)	Present & Permanent Address	Nationality (if holding multiple nationality, all must be mentioned)	Passport Nos. and issue date, if any	Contact Address & telephone number

IV. Details of shareholders of bidding company (all companies/entities/individuals with more than 10% shares or having controlling ownership interest or exercising control through other means in case of less than 10% shares):

Sl. No.	Full Name of individual / company	Parentage (name of father / mother) in case of individuals, and registration number in case of companies	Permanent address / present address in case of individuals, and registered and correspondence address in case of companies	Present position held, in any, in the applicant company	Nationality, in case of individual (if holding multiple nationality, all must be mentioned) / country of registration, in case of company	Passport Nos. and date of issue, if any (date of birth, in case passport is not available) for individuals	% of shares held in the company

V. Details of tender(s) and specific goods / services / works proposed to be supplied:

VI. Reasons for seeking registration with Registration Committee of DPIIT: A brief note be attached

VII. Details of nature of activities undertaken by bidding company / person: A brief note be attached.

VIII. Details of nature of activities undertaken by beneficial owner of bidding company / person: A brief note be attached.

IX. Details of criminal cases, if any, against the bidding company, its director(s) or person as per annexure

Self-declaration for bidding company and its director(s) / owners or person

- a. Name & address and registration number of the company :

- b. Name and address of owners (in case of proprietorship firm) / directors of the company / person :
 - 1. _____
 - 2. _____
 - 3. _____
 - 4. _____

- c. Are the company owners (in case of proprietorship firm) / directors / person listed above, are the subject of any?
 - 1. Preventive detention proceedings under Public Safety Act / National Security Act etc. : Yes / No
 - 2. Criminal investigation in which chargesheet has been filed : Yes / No

- d. If, Yes, please provide following details
 - 1. Case / FIR number :
 - 2. Detention / warrant number, if any, :
 - 3. Police station / district / agency :
 - 4. Sections of law under which case(s) has / have been filed :
 - 5. Name and place of the court :

- e. The above mentioned details are in respect of both India and any other foreign country.

(Signature)

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the company.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

- b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.*

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price, if Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued.

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo.
3. The following examples are given to assist in implementation of the Order.

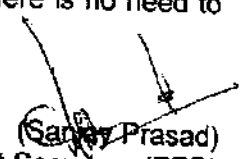
Example 1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be

qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

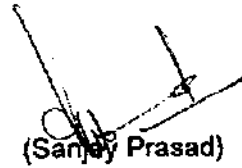
Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division


161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule*144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annex I.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under Annex II.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.


Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as Annex III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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No.DPE/7(4)/2017-Fin.
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises

Public Enterprises Bhawan
Block No.14, CGO Complex
Lodhi Road, New
Delhi-110003

Dated 8th November, 2016

OFFICE MEMORANDUM

Subject: - Relaxation of Norms for Startups Medium Enterprises in Public Procurement Regarding Prior Experience-Prior Turnover criteria-reg.

The undersigned is directed to enclose herewith a copy of the O.M No F.20/2/2014-PPD(pt.) dated 20th September, 2016 along with a copy of OM bearing the same number dated 25th July, 2016 (with enclosure) on the above subject issued by Ministry of Finance, Department of Expenditure (Procurement Policy Division). All Ministries/Departments concerned are advised to direct their CPSEs to follow the directions mentioned therein for implementation.

2. This issues with the approval of Secretary, DPE.

Kalyani Mishra

(Kalyani Mishra)
Director
Tel.24362061

Encl: As above

1. All Secretaries of Administrative Ministries/Departments
2. All CMD of CPSEs
3. Ministry of Finance, Department of Expenditure w.r.t. Letter No. F.20/2/2014-PPD (Pt.) dated 20th September,2016
4. Sr. Director NIC with a request to up load in-office website of DPE

No.F.20/2/2014-PPD(Pt.)
Ministry of Finance
Department of Expenditure
Procurement Policy Division

516, Lok Nayak Bhawan, New Delhi
Dated the 20th September, 2016

OFFICE MEMORANDUM

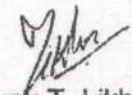
Subject: Relaxation of Norms for Startups Medium Enterprises in Public Procurement regarding Prior Experience - Prior Turnover criteria.

The undersigned is directed to refer to this Department O.M. of even number dated 25th July, 2016, wherein it was clarified that all Central Ministries/ Departments may relax condition of prior turnover and prior experience in public procurement to all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR, 2005.

2. A doubt has arisen if it makes optional for Central Ministries/ Departments to relax condition of prior experience and prior turnover in public procurement to Startups. In this regard, it is again clarified that normally for all public procurement, the Central Ministries/ Departments have to ensure that criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specifications.

3. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipments, etc.) where procuring entities may prefer the vendors to have prior experience rather than giving orders to new entities. For such procurements, wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for the Startups.

4. This issues with the approval of Finance Secretary.



(Vinayak T. Likhari)
Under Secretary (PPD)
Tel/Fax – 24621305

E-mail – vinayak.likhar@nic.in

To

The Secretaries of all Central Government Ministries/ Departments.

Copy to: -

- (i) Financial Advisors of all Central Government Ministries/ Departments.
- (ii) The Secretary, Department of Public Enterprises, Room No.305, Block No.14, CGO Complex, New Delhi-110 003 with a request to issue appropriate instructions to Central Public Sector Undertakings (CPSUs) to implement #5 of "Action Plan for Startup India".

No.F.20/2/2014-PPD(Pt.)
Ministry of Finance
Department of Expenditure
Procurement Policy Division

516, Lok Nayak Bhawan, New Delhi
Dated the 25th July, 2016

OFFICE MEMORANDUM

Subject:- Relaxation of Norms for Startups Medium Enterprises in Public Procurement regarding Prior Experience - Prior Turnover criteria.

The Government of India has announced 'Startup India' initiative for creating a conducive ecosystem for the growth of Startups in India. The Startups are defined in **Annexure-A** of the "Action Plan for Startups India". The same is available on the website of Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry.

2. Ministry of Micro, Small & Medium Enterprises (MSMEs) vide Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 has clarified that all Central Ministries / Departments / Central Public Sector Undertakings (CPSUs) may relax condition of prior turnover and prior experience with respect of Micro & Small Enterprises (MSEs) in all public procurements subject to meeting of quality and technical specifications.

3. As per Rule 160(i)(a) of GFR, 2005, there is already a provision that the bidding document should contain criteria for eligibility and qualification to be met by the bidders such as minimum level of experience, past performance, technical capability, manufacturing facilities and financial position etc. In view of above, it is further clarified that all Central Ministries / Departments may relax condition of prior turnover and prior experience in public procurement to all Startups (whether MSEs or otherwise) subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR, 2005.

(Vinayak T. Likhkar)
Under Secretary to the Govt. of India
Tel/Fax – 24621305
E-mail – vinayak.likhar@nic.in

To

The Secretaries of all Central Government Ministries/ Departments.

Copy to: -

Financial Advisors of all Central Government Ministries/ Departments.

विकास आयुक्त का कार्यालय
(सूक्ष्म, लघु और मध्यम उद्यम)
सूक्ष्म लघु और मध्यम उद्यम मंत्रालय
(भारत सरकार)

निर्माण भवन, सातवीं मंजिल, मौलाना आजाद रोड,
नई दिल्ली-110 108



OFFICE OF THE DEVELOPMENT COMMISSIONER
(MICRO, SMALL & MEDIUM ENTERPRISES)
MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES
GOVERNMENT OF INDIA

Nirman Bhawan, 7th Floor, Maulana Azad Road,
New Delhi - 110 108

Ph.EPABX - 23063800, 23063802, 23063803 FAX - (91-11) 23062315, 23061726, 23061068. e-mail - dcmsmehq@nb.nic.in

F. No. 1(2)(1)/2014-MA Part

Dated the 10th March, 2016

OFFICE MEMORENDUM

Please find enclosed a Policy Circular of even no dated 10th March, 2016 relating to Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover criteria.

Publication Division is requested to take up the matter with Public Information Bureau to place this Policy Circular on the public domain.

Encl : As above.

Yours faithfully,

(U. C. Shukla)
Director(MA)
Tele: 23063363

1. Shri Harish Anand, Director (Pub), O/o DC(MSME)
2. Shri S V Sharma, Director (SENET) with a request to up load in – office website.
3. Information Officer, PIB, Room No 704A Shastri Bhawan, New Delhi.

Government of India
Ministry of Micro, Small & Medium Enterprises
O/o the Development Commissioner (MSME)
Nirman Bhavan, A-Wing, 7th Floor
Maulana Azad Road,
New Delhi-110108
Tel. 011-23061091
Fax No.011-23060536

Policy Circular No. 1(2)(1)/2016-MA

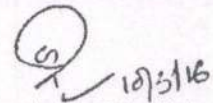
Dt. 10th March 2016

To

All Central Ministries/Departments/CPSUs/All Concerned

Subject: Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover criteria.

- (1) The Government of India has notified Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 with effect from 1st April, 2012 and 20% procurement from Micro & Small Enterprises of the total procurement by Central Ministries/Departments/CPSUs has become mandatory with effect from 1st April, 2015.
- (2) The Government of India has announced 'Startup India' initiative for creating a conducive environment for Startups in India.
- (3) The Startups are normally Micro and Small Enterprises which may not have a track record. These will have technical capability to deliver the goods and services as per prescribed technical & quality specifications, and may not be able to meet the qualification criterion relating to prior experience-prior turnover.
- (4) In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, it is clarified that all Central Ministries/Departments/ Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications.
- (5) This issues with the approval of Union Minister of Micro, Small and Medium Enterprises.



(Surendra Nath Tripathi)

Additional Secretary & Development Commissioner-MSME
Ministry of Micro, Small & Medium Enterprises.