

HSCC (I) Ltd

Extension of Bid Submission/Amendment –XVII Dated 30.12.2020

Ref. IFB No: HSCC/AIIMS-RAEBARELI/Hospital/06/2020 Dated : 18.08.2020

Subject: Procurement of Medical Equipment for AIIMS -Raebareli.

The pre bid queries is being examined for items no.34 for **Forensic Medicine & Toxicology**).

EMD is exempted for all items. However, the bidders must submit in their online and offline Bid the “Bid Security Declaration “duly notarized signed & stamped by bidder / tenderer. (Format enclosed as Annexure –I) and Please find enclosed circular no. DPE/7(4)/2017 –Fin.(Part-I) Dated 19.November 2020 attached as (Annexure- II) regarding EMD and Performance Security.

Sr. No	Exist As	To be Read As
GIT Clause 12.2 Tender Currency	For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.	Deleted
GIT Clause 13.3 Tender Prices	The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. Bidders must quote the prevailing taxes and duties as applicable.	The quoted prices for goods offered from within India and that for goods of foreign origin located within India are to be quoted in Indian Rupees (INR) only as per the Price Schedule Format under section XI. Bidders must quote the prevailing taxes and duties as applicable.
GIT Clause 13.4.2	13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner: a.)The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule; b.) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List. C) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule; d.) the charges for Incidental Services, as in the List of Requirements and Price Schedule;	Deleted

	<p>E) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and</p> <p>F)the Total tender price of goods quoted CIP basis at consignee site in India as indicated in the List of Requirements, Price Schedule and Consignee List + quoted custom duty + quoted IGST</p>	
GIT Clause 13.5.5, 13.8, 13.9	Customs Duty	Deleted
GIT Clause 32.1 Conversion of tender currencies to Indian Rupees	In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of ‘Techno-commercial Tender’ opening	Deleted
GIT Clause 34.1 Comparison of tenders	Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery on DDP basis at Consignee site basis, inclusive of applicable taxes, duties, incidental services. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.	Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery at Consignee site basis, inclusive of applicable taxes, duties, incidental services. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.
GIT Clause 35.1 (ii)	in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.	Deleted
SCC Part II(B) Section V SSC	b) For Imported goods directly from foreign 60 days from date of opening of L/C except, for MRI, CT Scan, DR System, DRF System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which the delivery period will be 90 days from date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway Bill. (Tenderers may quote earliest delivery period).	Deleted
Part VI B.	For Imported goods directly from abroad: The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on Consignee site basis. The shipping arrangements shall	Deleted

	<p>be made by the supplier accordingly.</p> <p>Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.</p> <p>NOTE: For goods to be imported from abroad the Tender shall submit Proforma Invoice within 07 working days from the date of Award for establishing Letter of Credit process else Liquidated Damages as per tender conditions will be applied.</p>	
GCC Clause 10.1 Transportation of Goods	<p>Instructions for transportation of imported goods offered from abroad:</p> <p>The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.</p> <p>In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.</p>	<p>10.1 Instructions for transportation of imported goods offered from abroad:</p> <p>The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser.</p>
GCC Clause 11.1 (ii) Insurance	<p>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 for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.</p>	Deleted
GCC Clause 14 (B)	For goods imported from abroad	Deleted
GCC Clause 20.1 Taxes and Duty	<p>Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until final acceptance of the contracted goods to the purchaser. However, for goods directly imported shall be guided by the INCOTERM</p>	Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until final acceptance of the contracted goods to the purchaser.
GCC Clause 21	Terms and Mode of Payment	

GCC Clause 21.1	A.)Payment for Domestic Goods or Foreign Goods Located within India Payment shall be made in Indian Rupees as specified in the contract in the following manner. a)On delivery: iv.)Inspection certificate issued by the nominated Inspection agency, if any	iv.)Inspection certificate issued by the reputed Inspection agency, i.e SGS, LLOYD,TUV , Bureau Veritas.
GCC Clause 21.1	B.)Payment for Imported Goods	Deleted
SECTION – XI (B)	PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD	Deleted
GCC Clause 23.2 Liquidated damages	In the event of delay in submission of Proforma Invoice beyond 7 working days from the date of notification of award, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages, as per clause 23.1. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award / Tender Conditions	Deleted
GCC Clause 23.3 Liquidated damages	Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 23.1	Deleted
Section IX – Qualification Criteria	New Point Added under “Note”	Pont No. 7) All the prices are to be quoted in Indian Rupees (INR) only as per Price Schedule format under Section XI
Section XXI-Consignee List	CDEC	Not Applicable as prices are to be quoted in Indian Rupees (INR) only.

In view of the above, the bid submission date for all above items is extended from 30.12.2020 to 06.01.2021

All other terms and conditions of the tender enquiry documents including Amendments issued so far shall remain unchanged.

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

**CGM (PROC.)
HSCC (I) LTD.**

Annexure-I

**Performa for Bid Security Declaration
(To be notarized)**

Whereas.....(Name of the Bidder) has submitted the bid for(Name of Tender) and whereas the Earnest Money Deposit /Bid security is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to the some financial crunch on account of slowdown in economy due the pandemic.

I/ we hereby submit following declaration in lieu of submitting Earnest Money Deposit/Bid Security:

1. If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of the tender (including the extended validity of tender) in the tender document.
or
2. If, after the award of work, I/We fail to honour the requirement of Letter of Award /Notification of Award /Purchase and /or fail to sign the contract and /or failed to submit performance security for the due performance of the contract.
or
3. If I/we fail or refuse to execute the contract.
or
4. If I/we furnish any incorrect, false, misleading information / document;
or
5. If I/ we hide any relevant information or do not disclose any material fact in the tender;
or
6. If I /we commit any breach of Integrity pact,

I/we may be put under holiday list for a period of two years and shall not be eligible to bid for tender floated by HSCC(India) Ltd. from the date of issue of such order.

Signature of the Tenderer

Stamp of the Tenderer

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

Public Enterprises Bhawan
Block No.14, CGO Complex
New Delhi – 110003

Date: November, 2020
19/11

OFFICE MEMORANDUM

Sub.: D/o Expenditure OMs No.9/4/2020-PPD dated 12.11.2020 on Additional Performance Security in case of Abnormally Low Bids, Bid Security /Earnest Money Deposit and Performance Security-regarding

The undersigned is directed to enclose Department of Expenditure's (DoE) OMs on the following matters for information and compliance by CPSEs:

- (i) Reduction in Performance Security from existing 5-10% to 3% of the value of the contract. (DoE OM No.9/4/2020-PPD dated 12.11.2020)
 - (ii) No provisions regarding Bid Security should be kept in the Bid Documents in future and only provisions for Bid Security Declaration should be kept in the Bid Documents. (DoE OM No.9/4/2020-PPD dated 12.11.2020)
 - (iii) No provision should be kept in the Bid Documents regarding Additional Security Deposit/ Bank Guarantee (BG) in case of Abnormally Low Bids. (DoE OM No.9/4/2020-PPD dated 12.11.2020)
2. All the administrative Ministries/ Departments of CPSEs are requested to ensure compliance of the directions issued by DoE by CPSEs under their administrative control.
3. This issues with the approval of competent authority.


(Amit Rastogi) 19/11/20
Director
Tel.24362061

Encl.: (DoE's 3 OMs No. 9/4/2020-PPD dated 12.11.2020)

To

- i) All the Secretaries to the Administrative Ministries/Departments of CPSEs
- ii) Chief Executives of CPSEs

Copy for information to:
Secretary, D/o Expenditure, North Block, New Delhi

No. F.9/4/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan, New Delhi
Dated the 12th November 2020

OFFICE MEMORANDUM

Subject: Performance Security.

As per Rule 171 of General Financial Rules (GFRs) 2017, Performance Security is to be obtained from the successful bidder awarded the contract for an amount of five to ten percent of the value of the contract to ensure due performance of the contract. Similar provisions also exist in the Manual for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017 issued by this Department.

2. The Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts.

3. In view of all above, it is decided to reduce **Performance Security from existing 5-10% to 3% of the value of the contract** for all existing contracts. However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated.

4. Further, all tenders/ contracts issued/ concluded till 31.12.2021 should also have the provision of reduced Performance Security.

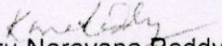
5. In all contracts where Performance Security has been reduced to 3% in view of above stipulations, the reduced percentage of Performance Security shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond 31.12.2021.

Similarly, in all contracts entered into with the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond 31.12.2021.

6. Wherever, there is compelling circumstances to ask for Performance Security in excess of three percent as stipulated above, the same should be done only with the approval of the next higher authority to the authority competent to finalise the

particular tender, or the Secretary of the Ministry/ Department, whichever is lower. Specific reasons justifying the exception shall be recorded.

7. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc and are issued under Rule 6(1) of the GFRs 2017.


(Kotluru Narayana Reddy)
Deputy Secretary to the Govt. of India
Tel: 24621305
Email: kn.reddy@gov.in

To,

All the Secretaries and Financial Advisers to Government of India

Copy to: Secretary, Department of Public Enterprises with a request to issue the same instructions to Central Public Sector Undertakings (CPSUs).

No. F.9/4/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan, New Delhi
Dated the 12th November 2020

OFFICE MEMORANDUM

Subject: Bid Security/ Earnest Money Deposit.

The Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts.

2. As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Ministries/ Departments may ask bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. Similar provisions also exist in the Manuals for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017.

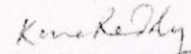
3. In this context it is noted that Bid Security (also known as Earnest Money Deposit) is still being taken from the contractors by the various Ministries/ Departments, though the relaxations have already been provided in General Financial Rules (GFRs) 2017.

4. In view of above, it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, **no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents.**

5. Wherever, there are compelling circumstances to ask for Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender or the Secretary of the Ministry/ Department, whichever is lower.

6. The above instructions will be applicable for all the tenders issued till 31.12.2021.

7. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc and are issued under Rule 6(1) of the GFRs 2017.



(Kotluru Narayana Reddy)
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To,

All the Secretaries and Financial Advisers to Government of India

Copy to: Secretary, Department of Public Enterprises with a request to issue the same instructions to Central Public Sector Undertakings (CPSUs).

No. F.9/4/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan, New Delhi
Dated the 12th November 2020

OFFICE MEMORANDUM

Subject: Additional Performance Security in case of Abnormally Low Bids (ALBs).

The Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts.

2. In this context, it is noted that Additional Performance Security in case of Abnormally Low Bids (ALBs) is being taken from the contractors by various Ministries/ Departments though there is no provision for the same in General Financial Rules (GFRs) 2017 or the Manuals for Procurement issued by this Department.

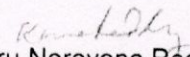
3. As per para 7.5.7 of the Manual for Procurement of Goods 2017 issued by this Department, *an Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder.*

4. In view of above, **it is reiterated that no provisions should be kept in the Bid Documents regarding Additional Security Deposit/ Bank Guarantee (BG) in case of Abnormally Low Bids.**

5. Wherever, there are compelling circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs, the same should be taken only with

the approval of the next higher authority to the authority competent to finalise the particular tender, or the Secretary of the Ministry/ Department, whichever is lower.

6. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc.


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