



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/327169

Dated/दिनांक : 27-03-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-04-2023 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-04-2023 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health And Family Welfare
Organisation Name/संगठन का नाम	Hospital Services Consultancy Corporation (i) Limited (hsc)
Office Name/कार्यालय का नाम	Head Office
Total Quantity/कुल मात्रा	147
Item Category/मद केटेगरी	Equipment Cart , Knee Arthroscopy Knee Instruments , Knee Arthroscopy Knee - Instruments , Meniscal Repair Meniscotomy Instrument Set , Knee Positioning System , Knee Osteotomy Trochleoplasty System , Shoulder Arthroscopy , Shoulder Limb Positioners , Hip Arthroscopy , Hip Arthrocopy Positioners small Joint Arthroscopy , Small Joint Arthrocopy Instrument set , Small Joint Distraction System , Other Hand Held Instruments
BOQ Title/बीओक्यू शीर्षक	Procurement of Arthroscopy Instrument set for SIC Expansion New Delhi
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	71 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	280 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/ वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Other Hand Held Instruments
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	141139000
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	298000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	360000
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	88000
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	44000
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	195200
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	26000
Schedule 7 EMD Amount/ईएमडी राशि (In INR)	32000
Schedule 8 EMD Amount/ईएमडी राशि (In INR)	40000
Schedule 9 EMD Amount/ईएमडी राशि (In INR)	120000
Schedule 10 EMD Amount/ईएमडी राशि (In INR)	56000
Schedule 11 EMD Amount/ईएमडी राशि (In INR)	104000
Schedule 12 EMD Amount/ईएमडी राशि (In INR)	240000

Schedule 13 EMD Amount/ईएमडी राशि (In INR)	144000
Schedule 14 EMD Amount/ईएमडी राशि (In INR)	24000
Schedule 15 EMD Amount/ईएमडी राशि (In INR)	24000
Schedule 16 EMD Amount/ईएमडी राशि (In INR)	60000
Schedule 17 EMD Amount/ईएमडी राशि (In INR)	256000
Schedule 18 EMD Amount/ईएमडी राशि (In INR)	20000
Schedule 19 EMD Amount/ईएमडी राशि (In INR)	40000
Schedule 20 EMD Amount/ईएमडी राशि (In INR)	96000
Schedule 21 EMD Amount/ईएमडी राशि (In INR)	32000
Schedule 22 EMD Amount/ईएमडी राशि (In INR)	8000
Schedule 23 EMD Amount/ईएमडी राशि (In INR)	112000
Schedule 24 EMD Amount/ईएमडी राशि (In INR)	120000
Schedule 25 EMD Amount/ईएमडी राशि (In INR)	66000
Schedule 26 EMD Amount/ईएमडी राशि (In INR)	22000
Schedule 27 EMD Amount/ईएमडी राशि (In INR)	24000
Schedule 28 EMD Amount/ईएमडी राशि (In INR)	26000
Schedule 29 EMD Amount/ईएमडी राशि (In INR)	32000
Schedule 30 EMD Amount/ईएमडी राशि (In INR)	40000
Schedule 31 EMD Amount/ईएमडी राशि (In INR)	60000
Schedule 32 EMD Amount/ईएमडी राशि (In INR)	7580
Schedule 33 EMD Amount/ईएमडी राशि (In INR)	6000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम

शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director
Sports Injury Center Expansion New Delhi
(Director)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offer products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in

respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
03-04-2023 11:00:00	https://meet.google.com/vdv-zmct-wch

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	14900000	Equipment Cart	2
Schedule 2	18000000	Knee Arthroscopy Knee Instruments	12
Schedule 3	4400000	Knee Arthroscopy Knee Instruments	8
Schedule 4	2200000	Knee Arthroscopy Knee Instruments	4
Schedule 5	9760000	Knee Arthroscopy Knee Instruments	8
Schedule 6	1300000	Knee Arthroscopy Knee Instruments	4

Schedule 7	1600000	Knee Arthroscopy Knee Instruments	4
Schedule 8	2000000	Knee Arthroscopy Knee Instruments	4
Schedule 9	6000000	Knee Arthroscopy Knee Instruments	15
Schedule 10	2800000	Knee Arthroscopy Knee Instruments	8
Schedule 11	5200000	Knee Arthroscopy Knee - Instruments	8
Schedule 12	12000000	Meniscal Repair Menisctomy Instrument Set	8
Schedule 13	7200000	Meniscal Repair Menisctomy Instrument Set	8
Schedule 14	1200000	Meniscal Repair Menisctomy Instrument Set	4
Schedule 15	1200000	Knee Positioning System	4
Schedule 16	3000000	Knee Osteotomy Trochleoplasty System	2
Schedule 17	12800000	Shoulder Arthroscopy	8
Schedule 18	1000000	Shoulder Arthroscopy	2
Schedule 19	2000000	Shoulder Arthroscopy	2
Schedule 20	4800000	Shoulder Arthroscopy	4
Schedule 21	1600000	Shoulder Arthroscopy	4
Schedule 22	400000	Shoulder Limb Positioners	1
Schedule 23	5600000	Shoulder Limb Positioners	8
Schedule 24	6000000	Hip Arthroscopy	1
Schedule 25	3300000	Hip Arthroscopy Positioners Small Joint Arthroscopy	3
Schedule 26	1100000	Small Joint Arthroscopy Instrument Set	1
Schedule 27	1200000	Small Joint Arthroscopy Instrument Set	1
Schedule 28	1300000	Small Joint Arthroscopy Instrument Set	1
Schedule 29	1600000	Small Joint Distraction System	2
Schedule 30	2000000	Small Joint Distraction System	2
Schedule 31	3000000	Other Hand Held Instruments	2
Schedule 32	379000	Other Hand Held Instruments	1
Schedule 33	300000	Other Hand Held Instruments	1

Equipment Cart

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	2	60

Knee Arthroscopy Knee Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	12	60

Knee Arthroscopy Knee Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070, Director, Expansion of Sports Injury Centre, New Delhi	8	60

Knee Arthroscopy Knee Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	4	60

Knee Arthroscopy Knee Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	8	60

Knee Arthroscopy Knee Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	4	60

Knee Arthroscopy Knee Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	4	60

Knee Arthroscopy Knee Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070, Director, Expansion of Sports Injury Centre, New Delhi	4	60

Knee Arthroscopy Knee Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	15	60

Knee Arthroscopy Knee Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	8	60

Knee Arthroscopy Knee - Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	8	60

Meniscal Repair Menisctomy Instrument Set

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	8	60

Meniscal Repair Menisctomy Instrument Set

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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1	Dr. Satya Vrat Arya	110070, Director, Expansion of Sports Injury Centre, New Delhi	8	60

Meniscal Repair Menisctomy Instrument Set

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	4	60

Knee Positioning System

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	4	60

Knee Osteotomy Trochleoplasty System

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	2	60

Shoulder Arthroscopy

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	8	60

Shoulder Arthroscopy

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070, Director, Expansion of Sports Injury Centre, New Delhi	2	60

Shoulder Arthroscopy

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	2	60

Shoulder Arthroscopy

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	4	60

Shoulder Arthroscopy

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	4	60

Shoulder Limb Positioners

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	1	60

Shoulder Limb Positioners

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070, Director, Expansion of Sports Injury Centre, New Delhi	8	60

Hip Arthroscopy

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	1	60

Hip Arthrocopy Positioners Small Joint Arthroscopy

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	3	60

Small Joint Arthrocopy Instrument Set

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	1	60

Small Joint Arthrocopy Instrument Set

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	1	60

Small Joint Arthrocopy Instrument Set

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070, Director, Expansion of Sports Injury Centre, New Delhi	1	60

Small Joint Distraction System

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	2	60

Small Joint Distraction System

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	2	60

Other Hand Held Instruments

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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1	Dr. Satya Vrat Arya	110070,Director, Expansion of Sports Injury Centre, New Delhi	1	60

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(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dr. Satya Vrat Arya	110070, Director, Expansion of Sports Injury Centre, New Delhi	1	60

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms and Condition (ATC)

1. Country of Origin to be specified in Bid.
2. The Purchaser/buyer reserves the right to ask for a free demonstration of the quoted equipment at the bidder's site or giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.
3. Quoted Model should be US FDA / European CE with Four Digit Notified body Number / BIS.
4. Warranty should be 5 Years & CMC 5 Years.
5. Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization Form as per **Annexure-I**, Bid shall be declared non-responsive during the evaluation and will be ignored if Bidder has quoted for goods manufactured by other manufacturer(s) without the desired Manufacturer's Form.

6. Point wise highlighted data sheet /catalogue to be uploaded in technical bid.
7. Declarations of Make in India have to be complied by all bidders, if applicable. Bidders shall have to provide as Format attached as **Annexure -II** and upload the scanned copy & the same is to be submitted in original at the time of bid opening.
8. CMC price to be quoted in **percentage and declaration** to be submit in techno-commercial bid. declaration is not enclosed in bid, it will be consider as free of cost throughout CMC period for five ears.
9. CMC has to quote as **percentage value** only in the Technical Bid, CMC prices will also be added for comparison/ranking purpose for evaluation. Cost of spare parts, consumables and accessories which are not covered under warranty, List of consumables with price frozen for 10 years, or else will be consider to be cover throughout the warranty & CMC period to be attached at **Additional Doc 1 (Requested in ATC)**.
10. Documents with regard to Original Literature, Product catalogue. Copies of all the Certificate should be appended & should be valid as on date, "Compliance report of the offered items in a tabular and point wise manner clearly highlighting the parameters in technical literature/data sheets / brochure/ Certificates. Any point, if not substantiated with authenticated catalogue / manual, will not be considered" Technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must attach at "**Additional Doc 1 (Requested in ATC)**"

Format of Technical Compliance :Please provide technical compliance as per below format in PDF file as well as word file : Bidder has to strictly provide the Compliance report as per the format.

Sr. No.	Tender Specification with incorporating Amendments if any	Make and Model	Offered Specification details as mentioned in catalogue	Mention Page No. where point is existing in Highlighted catalogue	Remarks Compliance Yes / No.	Deviation if any,

11. Affidavit /Undertaking shall have to be complied by all bidders. (Format attached as **Annexure -I**)
12. Integrity pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact along with bid. (Format attached as Annexure -IV)
13. EMD should be in favor of **HSCC (I) Ltd**, Sector-1, Noida-201301, UP in the form of DD/FDR/Bank guarantee as format of Bank Guarantee attached as **Annexure -V**
14. Bidder submit Bid Particulars as per **Annexure VI**
15. Bidder should submit Tender Form as per **Annexure VII**

General Terms & Conditions for Bidder (All items):

1. System should be European CE Certified with four digit notified body number USFDA/BIS approved.
2. Inadvertent use of only USFDA in all specifications draft by medical equipment committee to be omitted or not taken and should be read as and/or others as above in point 1

3. Medical grade stainless steel/titanium or other certified materials (Satisfying above certification) must be use for all instruments and machinery in mandate of Medical Equipment committee for SIC expansion.
4. AERB approved (for C-Arm)
5. 5 Years Comprehensive onsite warranty of entire system (Spare and labor) including X-ray tube (For C-Arm) ar all accessories and civil, electrical and air conditioning works followed by 5 Year CMC.
6. Company should confirm the availability of spare parts for 10 years from the date of supply of the equipment.
7. Company should have 24*7 call support facility.
8. List of spare parts with cost must be provided.
9. Should confirm to IEC Standard for requirement of safety for electromagnetic compatibility.
10. Physically Demonstration is essential.
11. Warranty 5 years in Arthroscopies subject to physical damage and wear & tear and 5 year for hand held instrments of arthroscopy subject to physical damage and wear & tear.
12. Warranty 5 years + CMC 5 Years in all other terms of this committee.
13. L1 will include CMC cost also.
14. Preventive maintenance every 3 months with log book entry.
15. The quality of supplied of instrument/equipment should be strictly same as given for physical demonstration / spection failing that the company /dealer will be black listed for 5 years for participating in tender process of t spital.
16. Turnkey /installation wherever required to be done by company and included in cost.
17. Freeze rate of consumables for 10 years.
18. Technical specification to be kept on site for 21 days pubic domain for comment of stakeholder.
19. Pre bid meeting to be held of all stakeholders and modifications if needed may be required.

20. On site training for equipment usage to be done wherever needed.
21. Patient and user safety and compensatory clause for all medical machinery of this committee This should be besides the safety checks and mechanism already essential in every medical machinery.
22. Service centre authorized by manufacturer should be located in Delhi/NCR and should provide service and repair as soon as possible within 24 hrs to ensure patient safety.
23. All electrical equipment should confirm to latest electromagnetic safety standards for medical equipment.
24. The equipment with all its components will have warranty for period 5 years from the date of handing over the fully functional unit and all the accessories supplied to the institution. Everything irrespective of nature that is supplied by the vendor will be under warranty. The equipment which has multiple components should be quoted as whole and by single vendor.
25. During the warranty period the desired uptime of 95% of 365 days (24 hrs basis) will have to be ensured with maximum of 5 working days of downtime at a stretch. In case the downtimes exceeds the 5 % limit in a year or more than 5 days at a stretch.(Which ever is applicable) extension of warranty period of double excess downtime period will be carried out.
26. CMC (Comprehensive Maintenance Contract) the post warranty (After 5 years) CMC should be comprehensive for all components (everything irrespective of nature which is supplied by the vendor under guarantee) include of X-Ray Tubes (For C-Arm) with 95 % up time and extension of CMC period by double the downtime in excess of 5%.
27. Participating bidders should be submit a good performance certificate from institution and a certificate that it submitting the medical item to the user at the lowest cost with a supply order to that effect preferably of a government institution. Supply order attached in respective medical item files may also be considered.
28. All procedures laid down by CVC and as per recent applicable GFR rules of Govt. of India are to be followed in case of proprietary medical items.
29. It was also agreed and affirmed that all items should have complete and latest software provided with medical equipment items and it should be freely upgraded by the supplier for 10 years.
30. The equipment of physiotherapy and sports medicine should be paraathlete friendly.

ANNEXURE -I

MANUFACTURER'S AUTHORISATION FORM

GM (Project)

HSCC (India) Ltd,

**E-6A,Sector-1,
Noida - 201301**

Dear Sir,

Ref: Your Bid no. ____ dated ____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the goods covered in the bid) having factories at _____, hereby authorise Messrs _____ (name and address of the agent) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

_____ (please provide reason here).

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorised to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as applicable as per GeM clauses. if any, in the additional terms and conditions of Contract for the goods and services offered for supply by the above firm against this GeM document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly."

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

- Note:
1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
 2. Original letter may be sent

ANNEXURE-II

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-

Self-Declaration under preference to Make in India order

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In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% as defined in above orders for the material against IPR Enquiry/Tender No.dated..... Details of location at which local value addition will be made as follows: _____.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

Yours faithfully,

Signature with date:

Name:

Designation:

Official Seal

ANNEXURE-III

AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby 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 Organization(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. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

(Signature of the bidder)

Place:

Dated:

NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

**INTEGRITY PACT-
E -IV**

ANNEXU

To,

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

Sub: NIT No.for the work “.....”

Dear Sir,

It is here by declared that HSCC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

(Engineer-in-Charge)

INTEGRITY PACT

To,

.....,

HSCC (India) Limited,

E-6(A), Sector 1,

Noida - 201301

Sub: Submission of Tender for the work of “.....”

Dear Sir,

I/We acknowledge that HSCC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that the execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by HSCC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, HSCC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20

BETWEEN

HSCC (India) Limited, as [Executing Agency of Medical Education Department, Government of Rajasthan] represented by General (hereinafter referred as the 'Principal', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Preamble

WHEREAS the Principal has floated the Tender (NIT No) (hereafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for(Name of work)..... hereinafter referred to as the "Contract".

AND WHEREAS the Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s)

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

AND WHEREAS In order to achieve these goals, the Principal will appoint Independent External Monitor(s) (IEM(s)) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned hereinunder

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

Article 1: Commitment of the Principal

The Principal is committed to follow the principle of transparency, equity and competitiveness in public Procurement.

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Principal, personally or through family members or through any other channel, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Principal all suspected acts of fraud or corruption, Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Tender process or execution of the Contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign Principal or the foreign Principal directly could bid in a tender but not both. It shall be incumbent on the Indian Agent and the foreign Principal to adhere to the relevant guidelines of the Government of India, issued from time to time regarding the marketing of services of Indian Agents for Foreign Suppliers. The Bidder(s)/Contractor(s) shall disclose details mentioned in the "Guidelines of Indian Agents of Foreign Suppliers. Also as mentioned in the Guidelines, all the payments made to Indian agent/representatives shall be in Indian Rupees only.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEM(s) and shall wait for their decision in the matter.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce a public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to the justified interest of others and/or to influence the procurement process to the detriment of the Principal's interests.

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

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract or during the validity of the Integrity Pact has committed a transgression through a violation of Article 2 above or in any other form such as to put his reliability or credibility in question, the Principal at its sole discretion after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant provisions of the Tender/Contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Bidder(s)/Contractor(s) has been disqualified from the Tender process prior to the award of the Contract or terminated/determined the Contract or has acquired the right to terminate/determine the Contract according to Article 3(1), the Bidder/Contractor, apart from exercising any legal rights that may have accrued to the Bidder/Contractor, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes a criminal offence within the meaning of IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article 4: Previous Transgression

1. The Bidder/Contractor declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If at any point of time during the Tender Process or after the award of Contract, it is found that the Bidder/Contractor has made an incorrect statement on this subject, he can be disqualified from the Tender process or terminate/determine the Contract, if already executed or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more.

e and for all other bidders, till the Contract has been awarded.

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

Article 7- Independent External Monitor(s) (IEM(s))

The Principal shall appoint competent and credible Independent External Monitor, nominated by the Central Vigilance Commission, for this pact in case of all works with estimated cost put to tender in excess of Rs.5 crore. The task of the Monitor is to review independently and objectively, the cases referred to it to assess whether and to what extent the parties comply with the obligations under this Integrity Pact.

In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only who shall be nominated by the MD, HSCC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid monitor.

The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor shall report to MD, HSCC.

The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access without restriction all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation to treat the information and documents with confidentiality.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Principal and request the Principal to discontinue or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

The Monitor will submit a written report to the MD, HSCC within 4 to 6 weeks from the date of reference or information to him/her and, should the occasion arise, submit proposals for corrective actions for the violation or breaches of the provisions of the agreement noticed by the Monitor.

If the Monitor has reported to the MD, HSCC of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, HSCC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer.

Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.

The role of the Monitor is advisory and would not be legally binding and is restricted to resolving issues raised by the Bidder/Contractor.

The word "Monitor" means Independent External Monitor and includes both singular and plural forms.

Article 8- Other Provisions

This Pact is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

Changes and supplements as well as termination notices need to be made in writing.

If the Bidder/Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

6. In view of the nature of the Integrity Pact, the Integrity Pact is irrevocable and shall remain valid even

the main tender/contract is terminated till the currency of the Integrity Pact.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

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

.....

(For and on behalf of Principal)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1

(signature, name and address)

2

(signature, name and address)

Place:

Dated:

ANNEXURE - V

BANK GUARANTEE FORM

To,

HSCC (I) Limited

Name of Equipment:

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier" has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cause or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

ANNEXURE - VI

BIDDER & MANUFACTURERPARTICULARS

1. Bidder name & correspondence Address:
2. Bidder correspondence Email ID:
3. Bidder contact number :
4. Manufacturer name & correspondence Address
5. Manufacturer name correspondence Email ID
6. Manufacturer contact number
7. Name of item quoted
8. Model Number of quoted item:
9. Country of origin
10. Average Annual Turnover of the bidder last 3 years financial year i.e.
2019 -2020:
2020- 2021:
2021- 2022:
11. OEM Average Turnover last 3 years financial year i.e.
2019 -2020:
2020- 2021:
2021- 2022:
12. MSME is 100% manufacturer of this item: Yes/ No
13. Startup is 100% manufacturer of this item: Yes/No
- 14. Tick (✓) on category : Class I local supplier/ Class II local supplier/ Non local supplier**

Signature:

Name:

Designation

Seal:

-

-
-
-
-

-
-
Annexure VII

TENDER FORM

We, the undersigned have examined all terms and condition mentioned in bid document, including a amendment/corrigendum issued till opening of bid (*if any*), the receipt of which is hereby confirmed with acceptance of all the terms & conditions of bid document including all amendment/ corrigendum issued till opening of bid. We now offer to supply and deliver goods in conformity with your above referred document for the sum as shown in the price schedules attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery, warranty & CMC.

We, also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We, further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We, further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We, confirm that we do not stand deregistered /banned/blacklisted by any Govt. Authorities.

We fully agreed to all terms and conditions specified in this bid document/tender, including amendment/ corrigendum issued till opening of bid and withdrawn all conditional terms if anywhere mentioned in our bid. Whenever there is a conflict, the tender form acceptance shall prevail.

We hereby certify that all information and documents submitted by us in this tender are true to the best of our knowledge and belief and that nothing material has been concealed. We are solely responsible for its accuracy. In case, at any stage, any of the information/ document is found to be false, the Purchaser shall have full right to reject my bid/ cancel the purchase order and / or stop payment / recover their liabilities, if any from our balance payment / performance security etc.

We shall jointly and severally liable to perform all contractual obligations under the agreement.

We hereby undertake that the spares for the equipment shall be available for at least 10 years from the date of supply.

Name

Designation

Signed and sealed

-

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governir the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifyir equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to underta compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance w the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध

भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---
