



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3304079  
Dated/दिनांक : 25-03-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-04-2023 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-04-2023 10:30:00
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	1
Item Category/मद केटेगरी	Skill Lab Equipment (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	455 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	3640 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

<b>Bid Details/बिड विवरण</b>	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Comprehensive Maintenance Charges Required</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	91000000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1820000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
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 की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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). 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/लभार्थी :**

Director  
Lady Hardinge Medical College  
(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 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.
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
29-03-2023 14:00:00	<a href="https://meet.google.com/vdv-zmct-wch">https://meet.google.com/vdv-zmct-wch</a>

#### Skill Lab Equipment ( 1 pieces )

**(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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Comprehensive Maintenance	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

**Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	60 Days/दिन

**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	ANUPAM PRAKASH	110001,New OPD and IPD Block at Lady Hardinge Medical College (LHMC), New Delhi, C-604, Connaught Circus, Bangla Sahib Rd, DIZ Area, Connaught Place, New Delhi, Delhi 110001	1	90

**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

The **Director, Lady Hardinge Medical College & Associated Hospitals (LHMC) , New Delhi** under Ministry of Health &Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. invites **On-line bids through GeM** from eligible bidders, for supply, installation, testing, commissioning & handing-over of Medical Equipment as mentioned in bid document for **LHMC** on the following terms and conditions:-

1. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

Definitions:

- (i) **“BUYER/Purchaser/Client/Principal Employer/Employer/ Consignee”** mea

ns **Director, Lady Hardinge Medical College & Associated Hospitals (LHMC), New Delhi under Ministry of Health & Family Welfare, Govt. of India**

- (ii) **"Consultant"** means **HSCC (I) Limited** subsidiary of NBCC under Ministry of Urban Development, Government of India, appointed by the BUYER.
  - (iii) "Tender" means Bids / Tender received from a Firm / Tenderer / Bidder.
  - (iv) "Tenderer" means Bidder/ the Individual or Firm submitting Bids /Tender.
  - (v) **"SELLER/SERVICE PROVIDER/ Supplier"** means the individual or the firm supplying the goods and services as incorporated in the contract.
  - (vi) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
  - (vii) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
  - (viii) "Contract" means the written agreement entered by and between the purchaser represented by consultant and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
  - (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
  - (xi) "Specification" means the technical specification/standard that prescribes the requirement with which goods or service has to conform, which are mentioned in the bid document.
  - (xii) "Inspection" means pre delivery and /or post-delivery inspection to check the technical specification of Goods.
2. An agent submits bid on behalf of one Principal / OEM only, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product.
3. One Bid per Bidder: An OEM can either participate directly or can only authorize one bidder to quote on their behalf. In case of submission of multiple bids by an OEM, directly or through its authorized agent(s), all such **bids are liable to be rejected.**
4. **Bid validity period: 180 days** from the date of techno commercial bid opening.
5. **Bid Security /EMD :** This should in the form of Bank Guarantee as per bid document format/Demand draft in favour of HSCC. The EMD shall be valid for **45 days** beyond the date from techno - commercial tender opening date **i.e. 180 days + 45 days = 225 days.**
6. **The Prices should be quoted in Indian Rupees only.** The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. All duties, taxes and other levies payable by the supplier under the contract shall be included in the total price. The rate quoted must be inclusive "All-inclusive lump sum price"/ bidder must take into consideration in its bid, costs to be incurred for supply of equipment from **ware house to consignee- LHM C- Delhi.** The risk of damage or loss in transit if any will be rest on the suppliers only. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
7. Cost of equipment ware house to consignee including all costs, turnkey work cost if applicable and CMC will be added for Ranking/Evaluation purpose.

8. Bidder shall visit LHMC site before quote and must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation/or equivalent as per local statutory conditions , server, stabilizers, U.P.S. etc. if required for successful installation testing and commissioning of the system/ equipment shall be included in the "All-inclusive lump sum price"/ turnkey work.
9. The pre delivery inspection may be carried out by **third party Inspection agency viz LLOYDS/SGS /Bureau Veritas/ TUV** or any other with same high status inspection agency before shipment of goods. The supplier shall arrange III party Inspection agency approved by HSCC. All charges for III party inspection shall be borne by the supplier.

The Purchaser/**LHMC** reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications.

10. **Delivery Period:90 days from date of Notification of Award/Purchase order to delivery at consignee site.**
11. **Installation and commissioning:** Installation and commissioning shall be done **within 60 days** of receipt of the stores/ goods at site or within **60 days** of handing over the site for installation, whichever is later.
12. The Time taken for HSCC approval/ **LHMC -Delhi** approval / local statutory approval/eLORA (AERB) / issue of CDEC /DSIR Certificate/ Dispatch Clearance/note will not be count for delivery period and site not ready/ site not handed over will not be count for installation period.
13. **Inspection:** The pre delivery inspection will be carried out by **third party Inspection agency viz LLOYDS/SGS /Bureau Veritas/ TUV** before shipment of goods. (repeat of 9 pl delete)
  14. The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-shipment inspection mentioned above. "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser / consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser / consignee may decide or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for." Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.
15. If a firm quoted **NIL charges** the bid shall be treated as unresponsive and will not be considered.
16. To assist in the examination, evaluation and comparison of Bids the HSCC may, at its discretion, ask the Bidder for clarification (i.e., historical data on past performance) of its Bid. Bidder shall be given only **5 working days** to provide the required clarification/ details/documents etc. In case all the required clarification/ details/documents are still not provided the final reminder to the bidder intimating the pending clarification/ details/documents will be given and the bidder shall submit the required clarification/ details/documents **within 4 working days**. After the final reminder if still the required documents are not submitted, the bid will be evaluated based on the documents submitted by the bidder and the contents of the bid.
  17. The following are some of the important aspects, for which a tender shall be **declared non - responsive and will be summarily ignored.**

(i) Bidder/ Tenderers who are deregistered/banned/blacklisted/put on holiday list by any Govt. Authorities at the time of issuance NOA.

(iii) Amount and validity period of EMD is short.

(iv) If CMC not quoted by bidder.

#### AWARD OF CONTRACT

18. **Purchaser's Right to accept any tender and to reject any or all tenders:** HSCC on behalf of the Purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

19. **Variation of Quantities at the Time of Award/ Currency of Contract:** At the time of awarding the contract, HSCC on behalf of the purchaser reserves the right to increase or decrease up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

If the quantity has not been increased at the time of the awarding the contract, the HSCC on behalf of the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract within one year from the Date of Notification of Award.

20. **Notification of Award:** The successful Bidder/tenderer must furnish to the purchaser the required performance security within **fifteen (15) days** from the date of the notification of award. The Notification of Award/Supply order from date of issue shall constitute the conclusion of the legally binding Contract. The Notification of Award/ Supply order will be placed on successful bidder (i.e., manufacturer and /or manufacture authorized agent). **The manufacturer and /or manufacture authorized agent shall be jointly and severally liable to perform all the contractually obligations under the agreement.**

21. **Performance Security** shall be in favour **Director, Lady Hardinge Medical College & Associated Hospitals (LHMC), New Delhi** furnish by the supplier as per the tender document terms& condition within **fifteen (15) days** from date of the issue of notification of award for an amount equal to three percent (3%)[ as per DoE OM no. 9/4/2020-PPD dt. 12.11.2020] of the total value of the contract valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations i.e. Initially valid for a period of **minimum 67 months** from the date of Notification of Award, failing which Notification of Award shall be declared null and void, supplier have no right for any claim and HSCC will forfeited bid security/EMD / may recommend the Purchaser/GeM to blacklist the supplier for the period of next 6 months to participate in the future bid floated by Purchaser directly or indirectly.

**22. Contract:** The Notification of Award shall constitute the conclusion of the Contract. The Notification of Award/ Supply order shall constitute the conclusion of the Contract agreement from date of issue.

23. **Subcontracts:** The Supplier shall take prior consent in writing of the Purchaser through HSCC in writing of all sub contracts to be awarded under the contract. Such subcontracting, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

24. **Modification of contract:** If necessary, the HSCC on behalf of the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any on



e or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

25. **Dispatch Clearance for goods:** To issue dispatch note, supplier/manufacture is to furnish the following documents in **original hard copy to HSCC office and soft copy by email:**
- a. **Invoice** in favour of **Director, Lady Hardinge Medical College & Associated Hospitals (LHMC), New Delhi** through HSCC (India) Limited.
  - b. Packing list showing NOA duly vetted by third party inspection agency i.e., viz SGS/ Lloyd/ Bureau Veritas/ TUV
  - c. Manufacturer's own factory inspection report.
  - d. Quality Certificate by manufacture.
  - e. Manufacturer's/Supplier's warranty certificate.
  - f. Insurance Certificate as per tender terms.
  - g. Country origin.
  - h. Inspection report with photo of equipment by third party inspection agency viz SGS/ Lloyd/ Bureau Veritas/ TUV and all pages of this report duly signed & stamped by inspector of said agency prior to dispatch.

All above documents (a to h) should mention contract number, goods description, make & model of equipment. The Invoice should be in favour of **Director, Lady Hardinge Medical College & Associated Hospitals (LHMC), New Delhi** through HSCC (India) Limited. After scrutiny, if the documents found in order, **dispatch note** will be issued to the supplier.

No goods shall be dispatched before issue of dispatch note issued by HSCC, failing which responsibility shall be rest on manufacture/supplier.

26. The Invoice of equipment shall be in favour of **Director, Lady Hardinge Medical College & Associated Hospitals (LHMC), New Delhi** through HSCC (India) Limited. The payment to the supplier will be made by LHMC or through HSCC for and on behalf of LHMC from the fund of LHMC available with HSCC (India) Limited for the goods, . HSCC shall not personally liable for any liabilities including but not limited to the payment to the Supplier under the contract.
27. **Warranty: Five years Site Comprehensive Warranty** from the date of installation & commissioning and handing over the equipment to LHMC. In case of any claim arising out of this warranty, the

Purchaser/Consignee shall promptly notify the same in writing to the supplier.

Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The clause for non-rectification defective goods or parts thereof will be applicable as per tender conditions.

In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.

If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

During Warranty period, the supplier is required to visit at each consignee's site at least once **in 6 months** commencing from the date of the installation for preventive maintenance of the goods. **98% up time** Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis. All software updates should be provided free of cost during Warranty period.

After sales service center should be available at the city of Associated Hospitals/Institution/Medical College on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at **least 10 years from the date of supply** .

#### 28. **Comprehensive Maintenance Contract (CMC):**

- a) The cost of **Comprehensive Maintenance Contract (CMC)** which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next **5 years** on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, **but at least once in six months during the CMC period.**
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose.
- d) The payment of CMC will be made by LHMC on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per format valid till 2 months after expiry of entire

e CMC period.

- e) During CMC period, the supplier is required to visit at each consignee's site at least once in **6 months** commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.

**The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract (CMC) between with the Supplier after the completion of warranty period.** All software updates should be provided free of cost during CMC.

The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser **for 10 years** from the date of installation and handing over.

29. **Turnkey:** Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Associated Hospitals/Institution/Medical College concerned. Turnkey details of each are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Associated Hospitals/Institution/Medical College. **The Turnkey costs may be quoted** all-inclusive lump sum price **in Indian Rupee will be added for Ranking Purpose.** The taxes to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. The Turnkey Work should completely comply with AERB requirement, if applicable.

For turnkey work room will be available in unfinished condition. Therefore Bidders shall visit the LHMC New Delhi to assess the site condition of room wherein equipment is to be placement and installed before quote. Bidders must take into consideration in its bid costs to be incurred for any additional work/modification viz. Electrical cabling of suitable ratings, Electrical points of suitable ratings, water connection, civil work, site modification, water drainage, UPS, air condition, fire fighting, plumbing & allied requirement for the equipment etc. required for successful installation, commissioning and running of the Equipment and the "All inclusive lump sum price" should include all such costs.

30. **Training:** On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee.

29. **Terms and Mode of Payment:** Payment shall be made by HSCC/LHMC

- a. **80% On Shipment of Goods** on submission of following documents to HSCC/LHMC:
  - i. Supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
  - ii. Packing list showing NOA duly vetted by third party inspection agency i.e., viz SGS/ Lloyd/ Bureau Veritas/ TUV
  - iii. Manufacturer's own factory inspection report.

- iv. Quality Certificate by manufacture.
  - v. Manufacturer's/Supplier's warranty certificate.
  - vi. Insurance Certificate as per tender terms.
  - vii. Country origin.
  - viii. Inspection report with photo of equipment by third party inspection agency viz SGS/ Lloyd/ Bureau Veritas/ TUV and all pages of this report duly signed & stamped by inspector of said agency prior to despatch.
  - ix. Despatch note issued by HSCC.
- b. **20 % On Acceptance:** Balance payment of **20 %** Goods would be made against 'Final Acceptance Certificate' to be issued by the consignees/HSCC to the supplier
  - c. **Payment of Turnkey, if any:** . Turnkey payment will be made to the supplier on pro-rata basis against work done certified by consignees/HSCC.
  - d. **Payment for Annual Comprehensive Maintenance Contract Charges:-** The consignee may enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on **six monthly basis after satisfactory completion of said** period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format valid till 2 months after expiry of entire CMC period.
31. The no interest on delayed payments under the contract is payable
32. **Liquidated Damage:** If the supplier fails to deliver any or all the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee or through HSCC (India) Limited shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract and/or in law, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract. Liquidated damages will be adjusted from the final bill 20% payment delay on supply, Installation & commissioning.
33. **Resolution of disputes:** If dispute or difference of any kind shall arise between the Purchaser / Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, such dispute or difference shall be referred to the mutually agreed sole arbitrator. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award. Venue/seat of Arbitration: shall be at **New Delhi, India.**
34. **Applicable Law and Jurisdiction:** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The contract shall be subject to the jurisdiction of Delhi court to the exclusion of all other courts.
35. Notwithstanding the above, the Purchaser reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract.
36. Insurance: (i) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee. (ii) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their co

st till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed. The insurance should in favour of **Director, Lady Hardinge Medical College & Associated Hospitals ( LHMC), New Delhi.**

37. This tender document cover all directives /circulars/ memorandums for Procurement of Goods issued by Govt of India i.e. Ministry of Health & Family Welfare, Ministry of finance, Ministry of Micro, Small and Medium Enterprises , CVC etc. In case, any bidder having any observation on the tender document terms/technical specification , the same may be represented during the pre bid meeting only. *No representation of bidders shall be considered after 48 working hours from the date and time of pre bid meeting.*
38. Bidders submit Bid security /EMD as per **Annexure I**
39. Bidder submit Bid Particulars as per **Annexure II**
40. Bidder should submit Tender Form as per **Annexure III**
41. Bidder submit Manufacturing Authorization Certificate as per format **Annexure IV**. In case bidder is a manufacturer, self-manufacturing certificate is also to be submit by the bidder as per format **Annexure IV**.
42. Bidder submit Past Performance as per **Annexure V**
43. Bidder submit technical compliance of technical specification along with technical catalogue of equipment as per **Annexure VI**
44. Bidder should submit Minimum Average Annual Turnover of the bidder ( for last 3 years financial year i.e. 2019 -2020, 2020- 2021, 2021- 2022)
45. Bidder should submit OEM Average Turnover for last 3 years financial year i.e. 2019 -2020, 2020- 2021, 2021- 2022.
46. Bidder should submit MSME certificate /Startup certificate, if applicable
47. Inspection of equipment report as per **Annexure VII**
48. Consignee receipt as per format **Annexure VIII**
49. Final Acceptance installation, testing, commissioning & handing-over Certificate as per **Annexure IX**
50. Bidder submit Integrity Pact as per **Annexure X**
51. Performance Security in the form of Bank Guarantee should as per **Annexure XI**
52. Format for Self Certification under Preference to "MAKE IN INDIA" Policy **Annexure -XII**
53. Technical Specification attached in Buyer added text based clause.

Note: Whenever there is a conflict, the aforesaid terms and conditions shall prevail.



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, up 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 cavil 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  
.....  
.....

**ANNEXURE - II**

**BIDDER & MANUFACTURER PARTICULARS**

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 s  
upplier**

Signature:

Name:

Designation

Seal:

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**Annexure III**

**TENDER FORM**

We, the undersigned have examined all terms and condition mentioned in bid document, including all 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 any where 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 the 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

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**ANNEXURE -IV**

**MANUFACTURER'S AUTHORISATION FORM**

**HSCC (India) Ltd,  
Noida - 201301**

Dear Sir,

Ref: Your Bid no. \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_  
\_\_\_\_\_  
(name and description of the goods offered in the bid) having factories at \_\_\_\_\_  
\_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (name and address of the agent) to submit a bid, proces

s 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 bid documents for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as applicable as per tender 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]

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Note: This letter of authorisation should be on the letter head of the manufacturing firm

**Annexure - V**

## PROFORMA FOR PERFORMANCE STATEMENT

Bid/Tender Reference No. : \_\_\_\_\_

Name and address of the Bidder : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

Sr no	Order placed by (full address of Purchaser/Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Have the goods been functioning Satisfactorily (attached documentary proof)**	Mobile number, name & Email ID of equipment user person

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser.

Signature and seal of the Tenderer

**Note:**

1. Kindly attached copy of latest purchaser order along with End user performance certificate / installation certificate.
2. To assist in the examination, evaluation and comparison of Bids the HSCC may, at its discretion, ask the Bidder for clarification (i.e., historical data on past performance) of its Bid.

**Annexure VI**

**Bid Document Technical Specification Compliance Sheet**

Sr.	Bid Document Technical Specification parameter	Complied / Not Complied	Remark
1.			
2.			

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser.

Name of Bidder

Designation

Signature and seal of the Tenderer

### Annexure VII

<b>Inspection report of Medical Equipment</b>		
<b>(To be given by consignee's authorized representative)</b>		
The following store (s) has/have been received in good condition:		
1	Contract No. & date	
2	Supplier's Name	
3	Tax Invoice no & date	
4	Consignee's Name	<b>Lady Hardinge Medical College &amp; Associated Hospitals (LHMC), New Delhi</b>
5	Name of the item supplied	
6	Model Number of item	
7	Make of item	
8	Quantity Supplied	
Inspection of medical equipment carried out by LHMC- New Delhi which is found of standard quality and complied the tender technical specification.		

Head of LHMC Department

( Sign with Stamp)

**Annexure VIII**

<b>CONSIGNEE RECEIPT CERTIFICATE</b>		
<b>(To be given by consignee's authorized representative)</b>		
The following store (s) has/have been received in good condition:		
1	Contract No. & date	
2	Supplier's Name	
3	Tax Invoice no & date	
4	Consignee's Name	Lady Hardinge Medical College & Associated Hospitals (LHMC- Delhi)
5	Name of the item supplied	
6	Model Number of item	
7	Make of item	
8	Quantity Supplied	
9	Date of goods delivered at LHMC -Delhi site	

Above Medical Equipment including has been received by LHMC -Delhi as per tender Technical Specification.

Head of Department

LHMC- Delhi

( Sign with Stamp)

**Annexure IX**

<b>Final Acceptance Certificate [Installation, commissioning, turnkey work if applicable &amp; Handing over]</b>	
<b>(To be given by consignee's authorized representative)</b>	
1	Contract No. & date
2	Supplier's Name
3	Tax Invoice no & date



4	Consignee's Name	Lady Hardinge Medical College & Associated Hospitals (LHMC- Delhi)
5	Name of the item supplied	
6	Model Number of item	
7	Make of item	
8	Quantity Installed & Commissioned	
9	Installation, testing & Commissioned completion	
<p>Installation, Testing , Commissioning , turnkey work as per tender specification , training, and other all scope of work as per tender terms completed by the supplier. The Supplier handed over to LHMC in working condition with all necessary as mentioned in the tender specification</p>		
<p><b>Document received by LHMC:-</b> Copy of Invoices, warranty certificate, copy of Insurance, copy of packing list, copy of operational manual with drawing diagram, warranty certificate, Inspection report of equipment by third party inspection agency.</p>		
		Head of Department
		LHMC- Delhi
		( Sign with Stamp)

**Annexure X  
INTEGRITY AGREEMENT**

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Bid no.

BETWEEN

Director, Lady Hardinge Medical College & Associated Hospitals (LHMC), New Delhi under Ministry

of Health & Family Welfare, Govt. of India (hereinafter referred as the "Purchaser"), through HSCC (hereinafter referred as the "Consultant"), which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

AND

**(Name and Address of Bidder)** represented by **(Authorized person of Bidder)** (Hereinafter referred to as the "Bidder/Supplier" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns

Preamble

WHEREAS The Director, Lady Hardinge Medical College & Associated Hospitals (LHMC), New Delhi under Ministry of Health & Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. has floated the Tender on GeM (Hereinafter referred to as "Tender") and intends to award, under laid down organizational procedure, contract for "**Name of item**" hereinafter referred to as the "Contract".

AND WHEREAS the Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Supplier(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter in to this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid document and Contract between the parties.

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

#### Article 1: Commitment of the Purchaser

- (1) The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Purchaser personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Purchaser will, during the Tender process, treat all Bidder(s) with equity and reason. The Purchaser will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Purchaser shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer of the Purchaser and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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

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

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

### Article 3: Consequences of Breach

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

- (1) If the Bidder(s)/ Supplier (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to pu

t his reliability or credibility in question, the Purchaser after giving 14 days' notice to the Supplier shall have powers to disqualify the Bidder(s)/ Supplier (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Supplier from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Purchaser. Such exclusion may be forever or for a limited period as decided by the Purchaser.

- (2) Performance Guarantee/Security Deposit: If the Purchaser has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Purchaser apart from exercising any legal rights that may have accrued to the Purchaser, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Supplier.
- (3) Criminal Liability: If the Purchaser obtains knowledge of conduct of a Bidder or Supplier, or of an employee or a representative or an associate of a Bidder or Supplier which constitutes corruption within the meaning of IPC Act, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Supplier as deemed fit by the Principal/ Owner.
- (3) If the Bidder/ Supplier can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Purchaser may, at its own discretion, revoke the exclusion prematurely.

#### Article 5: Equal Treatment of all Bidders/ Supplier /Sub suppliers

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

#### Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

Name of Authorized Person

.....  
(Bidder/Supplier Sign with stamp)

Place: Date:

**ANNEXURE - XI**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CAMC SECURITY**

**To,**

**Director,**

**LHMC, New Delhi**

Purchase order No. ----- dated

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier")

has undertaken, in pursuance of Purchase Order/ Contract no \_\_\_\_\_ dated \_\_\_\_\_  
to supply \_\_\_\_\_ (*insert description of goods and services*)

(Hereinafter 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 recognized 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, up to a total of \_\_\_\_\_ (*insert 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 cavil 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.

This guarantee will remain in force up to \_\_\_\_\_ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security*) and any demand in respect thereof should reach the Bank not later than the above date.

.....

(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 -XII**

### **Format for Self Certification under Preference to “MAKE IN INDIA” Policy**

#### **CERTIFICATE**

**Tender Enquiry No:** \_\_\_\_\_ dated. \_\_\_\_\_

**Product Name :** \_\_\_\_\_

#### **References:**

1. P-45021/2/2017-B.E-II dated. 15th June-2017,
2. P-45021/2/2017-PP(BE-II) dated. 28th May-2018 ,
3. P-45021/2/2017-PP(BE-II) dated. 29th May-2019.
4. P-45021/2/2017-PP(BE-II) dated. 04th June- 2020 ***including latest Notifications***

We hereby declare with reference to above subject and references, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we, M/s -----  
----"local supplier" meeting the requirement of minimum local content (Percentage to be mentioned ) and item offered meets the local content requirement for Class I local supplier or Class II local supplier as defined in the above government notification for the goods against the above mentioned Tender Enquiry No. dt. ----- for the following items:

You are also requested to get declaration from the manufacturer confirming that offered model has ---% items manufactured in India, along with name of the parts, manufacture's name and manufacturer's contact details including GST no.

Details of location at which local value addition will be made, is 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 Rule for which 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.

Seal and Signature of Authorized Signatory

### **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 governing 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 specifying 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.

## **Additional Clause For Comprehensive Maintenance Charges**

- 1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges quoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- 5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.
- 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
- 8.The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1. Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

- CMC charges for 1st year after warranty period- Percentage to be indicated- A1
- CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
- CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
- CMC charges for 4th year after warranty period - Percentage to be indicated- A4
- CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$  and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5 shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 5% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

[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 shares a 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 undertake 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 with 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 में 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 इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---