

NATIONAL TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENT

FOR & ON BEHALF OF

**Chittaranjan National Cancer Institute, Kolkata
(Campus -II)**

On E-Tender Basis

Tender Enquiry No.: HSCC/PUR/CNCI/Kolkata/Medical Equipment/108 dt. 14.09.2020



HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

E-6(A), Sector-1,

NOIDA (U.P.) - 201 301

PHONE: 0120-2540153

FAX: 0120-2542447

URL: www.hsccltd.com

Important to Bidder:

A. Off- line documents submission:- Sealed part –I document is to be submit in tender box in as per the schedule mentioned in section –I.

- **Bid Security (EMD) – in original**
- **Affidavit- in original.**
- **Bid Summary Sheet**

Note:

1. **Bidders are advice to submit above mentioned documents in tender box only in hard copy.**
2. **EMD favour of “HSCC (India) Ltd” payable at New Delhi/ Noida**

B. On line documents submission:-

- **(i) Part –II : Following scan documents upload as per chronological order as mentioned below:**
- **01 Bid summary sheet:** - Bid summary sheet should be as per Section XXII
- **02 EMD:** Demand Draft / BG
- **03 Power of Attorney-** Power of Attorney should be as per Section XXIII
- **04 Tender Form** Tender Form should be as per section X.
- **05 Manufacturers Authorization Form-** Manufacturers Authorization Form should be as per SECTION – XIV
- **06 Affidavit/Undertaking** Affidavit/Undertaking should be as per Section XIX.
- **07 Proforma A** The Performa “A” should as per TE document and supported with purchaser order in accordance to section –IX in order to qualify the qualification criteria. The latest purchaser order along with End user certificate /installation certificate is to be scan from original copy.
- **08 PAN and Certificate of Incorporation/Declaration”:** PAN Card and Certificate of Incorporation/Declaration of bidder firm.
- **09 Audited Annual Report”:** Audited Balance sheet (2016–17, 2017-18 & 2018-19) of last 3 completed financial years certified by Chartered Accountant is to be Colour scan from original along with the certificate issued by Chartered Accountant certify
- **10 Certificate of Regn.”:-** The certificate of registration Issued by Directorate of Industries/NSIC, if SSI unit is to be Colour scan from original copy.
- **11 Quality Control Requirements”:-** This format should be as per Section VIII.
- **12 Bidder Information:-** Bidder Information should be as per Section XXIV
- **13 Technical Compliance”:-** Technical compliance for the quoted goods vis-à-vis the Technical specifications with all related brochures/catalogues in the tender enquiry, technical bid.

Note: Before uploading, bidder should ensure that all above documents is to be sign & stamped.

C. Price Bid

Part-III:- Price Bid is to be filled up on line as per the format mentioned in the TE document

- The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC and downloading the bid document from HSCC website. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

Tender/Bid Validity: The tender/bid shall remain valid 360 days from the date of Techno – Commercial Tender opening, date prescribed in the TE document. The EMD shall be valid for 415 days from Techno – Commercial Tender opening

INDEX

Section	Topic
Section I	-- Notice inviting Tender (NIT) -----
Section II	-- General Instructions to Tenderers (GIT) -----
Section III	-- Special Instructions to Tenderers (SIT) -----
Section IV	-- General Conditions of Contract (GCC) -----
Section V	-- Special Conditions of Contract (SCC) -----
Section VI	-- List of Requirements -----
Section VII	-- Technical Specifications -----
Section VIII	-- Quality Control Requirements -----
Section IX	-- Qualification Criteria -----
Section X	-- Tender Form -----
Section XI	-- Price Schedules -----
Section XII	-- Questionnaire -----
Section XIII	-- Bank Guarantee Form for EMD -----
Section XIV	-- Manufacturer's Authorisation Form -----
Section XV	-- Bank Guarantee Form for Performance Security /CMC Security -----
Section XVI	-- Contract Form (A & B) -----
Section XVII	-- Proforma of Consignee Receipt Certificate -----
Section XVIII	-- Proforma of Final Acceptance Certificate by the Consignee -----
Section XIX	-- Affidavit / Undertaking -----
Section XX	-- Check List for the Tenderers -----
Section XXI	-- Consignee-----
Section XXII	-- Bid Summary Sheet -----
Section XXIII	-- Power of Attorney -----
Section XXIV	-- Bidders' Information -----
Section XXV	-- Integrity Pact -----
Section XXVI	-- Make in India Guideline -----
Section XXVII	-- Restrictions on procurement from countries sharing Land Borders with India -----

**Chittaranjan National Cancer Institute, (Campus –II), Kolkata
Ministry of Health & Family Welfare, Govt. of India,**

**NATIONAL COMPETITIVE BIDDING (NCB), INVITATION FOR BIDS (IFB)
FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING MEDICAL
EQUIPMENT**

E-Tendering

Director, Chittaranjan National Cancer Institute, (CNCI –Campus –II) Kolkata under Ministry of Health & Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. invites **On-line bids** from eligible bidders, in single stage Two Bid System for Supply, Installation, Testing, Commissioning & Handing-Over of various Medical Equipment **for Chittaranjan National Cancer Institute, (Campus –II), Kolkata**

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. The bidders are required to submit Original Bid Security as per Bid Document and submit in the office of **Sr. CGM-I, HSCC (India) Ltd., E-6(A), Sector-1, Noida – 201301 before the date and time fixed for opening of the bid either by registered post or by hand failing which the bid will be declared nonresponsive**

Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com Prospective bidders are advised to regularly scan through HSCC E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com as corrigendum/ amendments etc., if any, will be notified on this portal only and no separate advertisement will be made for this.

**Sr. CGM, HSCC (I) Ltd
For & on behalf of Director CNCI, Kolkata**

SECTION - I

NOTICE INVITING TENDERS (NIT)

Open E- Tender

FOR

**Chittaranjan National Cancer Institute, (Campus –II),
Kolkata**

Ministry of Health & Family Welfare, Govt. of India,

Tender Enquiry No.: HSCC/PUR/CNCI/Kolkata/Medical Equipment/108 dt. 14.09.2020

Director, Chittaranjan National Cancer Institute, Kolkata under Ministry of Health & Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. invites **On-line bids** from eligible bidders, in single stage two bid system for supply, installation, testing, commissioning & handing-over of various Medical Equipment **for Chittaranjan National Cancer Institute, (Campus –II), Kolkata**

Sl. No	Item No	Name of the Article	Qty	EMD Rs	Call
1	48	Wide Bore 4D CT – Simulator	1	10,00,000.00	II

	Description	Schedule
i.	Dates of sale of tender enquiry documents	14.09.2020 10:00 hrs IST to 07.10.2020, 13:00 hrs IST
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd, E-6 (A), Sector-1, Noida (U.P)-201301
iii.	Cost of the Tender Enquiry Document	Free of cost
iv.	Pre Bid Meeting Date & Time	22.09.2020, 10:00 hrs IST
v.	Pre Bid Meeting Venue	Director office, CNCI, 37, S.P. Mukherjee Road, Kolkata- 700026.
vi.	Closing date & time for receipt of Tender	07.10.2020, 14:00 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	07.10.2020, 14:30 hrs IST
viii	Venue of Opening of Techno Commercial Tender	HSCC (India) Ltd, E-6 (A), Sector-1, Noida (U.P)-201301

- Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through **e-tendering basis**. All corrigendum /modifications /amendments, if any, will be published on the website www.tenderwizard.com/HSCC only. All bidders are requested to visit this website on regular basis.
- Tenderer may also download the tender enquiry documents from the web site <http://eprocure.gov.in/cppp>, www.hscltd.com and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. The tender shall be submitted, all the necessary documents and in physical form (with respect to few documents as mentioned in the SIT) in parts/covers as mentioned below:

A. In Original Offline & Copy Online (In separate Envelope : Part-I)

- EMD (in original)
- Affidavit as per Section XIX (in original)
- Bid summary sheet as per Section XXII

B. Online (Part-II)

- (i) Bid summary sheet as per Section XXII
- (ii) EMD.
- (iii) Power of Attorney as per Section XXIII
- (iv) Tender Form as per Section X.
- (v) Manufacturers Authorization Form as SECTION – XIV
- (vi) Affidavit as per Section XIX.
- (vii) Proforma “A” **with purchaser order in accordance to section –IX in order to qualify the bidder qualification criteria. The copy of latest purchaser order along with installation certificate /service report performance certificate is to be scan and upload accordingly.**
- (viii) Copy of PAN and Certificate of Incorporation/Declaration being a proprietary firm of the bidder.
- (ix) Audited Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account).
- (x) Certificate of Regn. Issued by Directorate of Industries/NSIC, if SSI unit.
- (xi) Quality Control Requirements as per Section VIII
- (xii) Bidder Information as per Section XXIV

Price Bid (Only online).

- Price Schedule
 - CMC Price Schedule
 - Turnkey Price Schedule
 - Copy of latest Purchase Order indicating Price of Equipment, 5 Years Warrantee & cost towards 5 Years CAMC of the quoted Model & Make for Price Justification.
3. All prospective tenderers may attend the **Pre Tender meeting**. The venue, date and time indicated in the Para 2 above.
 4. **Bids to be submitted on-line only in single stage two bid system, i.e. Techno-commercial Bid (unpriced bid) and the Price Bid, for the above, including Bid Security on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.**
 5. In the event of any of the above tender opening/closing dates being declared as holiday/closed day for the purchase organization, the bids will be sold/received/opened on the next working day at the stipulated time.
 6. The Tender Enquiry Documents are not transferable.
 7. Bids shall be evaluated separately for each **item**.
 8. HSCC reserves the right to accept or reject any or all of the tenders in full or in part including the lowest bid without assigning any reason thereof or incurring any liability thereby.

**Sr. CGM-I, HSCC (I) Ltd
For & on behalf of Director, CNCI, Kolkata**

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

CONTENTS

Sl. No.	Topic	
A	PREAMBLE	
1	Definitions and Abbreviations	
2	Introduction	
3	Availability of Funds	
4	Language of Tender	
5	Eligible Tenderers	
6	Eligible Goods and Services	
7	Tendering Expense	
B	TENDER ENQUIRY DOCUMENTS	
8	Contents of Tender Enquiry Documents	
9	Amendments to Tender Enquiry Documents	
10	Clarification of Tender Enquiry Documents	
C	PREPARATION OF TENDERS	
11	Documents Comprising the Tender	
12	Tender Currencies	
13	Tender Prices	
14	Indian Agent	
15	Firm Price / Variable Price	
16	Alternative Tenders	
17	Documents Establishing Tenderer's Eligibility and Qualifications	
18	Documents Establishing Good's Conformity to Tender Enquiry Document	
19	Earnest Money Deposit (EMD)	
20	Tender Validity	
21	Signing and Sealing of Tender	
D	SUBMISSION OF TENDERS	
22	Submission of Tenders	
23	Late Tender	
24	Alteration and Withdrawal of Tender	
E	TENDER OPENING	

25	Opening of Tenders	
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	
27	Preliminary Scrutiny of Tenders	
28	Minor Infirmity/Irregularity/Non-Conformity	
29	Discrepancy in Prices	
30	Discrepancy between original and copies of Tender	
31	Qualification Criteria	
32	Conversion of Tender Currencies to Indian Rupees	
33	Schedule-wise Evaluation	
34	Comparison of Tenders	
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	
36	Tenderer's capability to perform the contract	
37	Contacting the Purchaser	
G	AWARD OF CONTRACT	
38	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	
39	Award Criteria	
40	Variation of Quantities at the Time of Award	
41	Notification of Award	
42	Issue of Contract	
43	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	
44	Return of EMD	
45	Publication of Tender Result	
46	Corrupt or Fraudulent Practices	

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Purchaser" means Director, Chittaranjan National Cancer Institute, (CNCI) Kolkata under Ministry of Health & Family Welfare, Govt. of India
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iv) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) "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.
- (vi) "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.
- (vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (viii) "Contract" means the written agreement entered into between the purchaser and/or consignee 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.
- (x) "Consignee" means the **Director, Chittaranjan National Cancer Institute, (CNCI Campus -II) Kolkata** person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xi) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) "Day" means calendar day.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry

- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax –Deleted
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax –Deleted
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to Consignee Site. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxx) Detected
- (xxxi) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
- (xxxii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxiii) "RT" means Re-Tender.
- (xxxiv) GST – Goods and Services tax**

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Tender

- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

- 4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Tenderers

- 5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

- 7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Affidavit / Undertaking
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List
- Section XXII – Bid Summary Sheet
- Section XXIII – Power of Attorney
- Section XXIV – Bidders' Information
- Section XXV – Integrity Pact
- Section XXVI – Make in India Guideline

- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

9. Amendments to TE documents

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be published on website.
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

Please refer Clause no. 3 under Section -I

Note: The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

- 11.1 The **Two Tender System**, i.e. “Techno – Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

A) Techno – Commercial Tender (Un priced Tender)

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per Section IX along with relevant copies of orders and end users’ satisfaction certificate.
- viii) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).

B) Price Tender:

The information given at clause no. 11.1 A) ii) & viii) above should be reproduced with the prices indicated. **In case of tenderer quoting for more than 1 (one) item, the prices for the quoted items should be submitted in separate sealed covers.**

NOTE:

1. All pages of the Tender should be page numbered
2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender. Individuals signing the tender or other documents connected with a contract must specify whether he signs as:

- i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- ii. A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- iii. Constituted attorney of the firm if it is a company.

NOTE:

1. In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
2. In case of the Partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
3. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

12.1 Deleted

12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

12.3 **Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.**

13 Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.

13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST/Sales tax, Custom Duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes which will be payable on the goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
 - b) The amount of freight and insurance.
 - c) the price of goods quoted CIP (at Consignee Site) Basis as indicated in the List of Requirements & Price Schedule;
 - d) the charges for Incidental Services including Customs Duty on (CDEC) basis/ DSIR certificate, Custom Clearance, inland transport upto Consignee's site, installation & commissioning, supervision, Demonstration & training, as in the List of Requirements and Price Schedule.
 - e) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
 - f) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
 - g) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - h) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.5 Additional information and instruction on Duties and Taxes:
- 13.5.1 If the Tenderer desires to ask for GST/Sales tax to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such GST and no claim for the same will be entertained later.
- 13.5.2 Excise Duty: Detected
- 13.5.3 GST:
- If a tenderer asks for GST/ Sales tax to be paid extra, the rate and nature of GST/Sales tax applicable should be shown separately. The GST/Sales tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST /Sales tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

13.5.4 Octroi Duty and Local Duties & Taxes: Detected

13.5.5 Customs Duty:

The Purchaser will pay the Customs duty, wherever applicable.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business.
- e) Principal / manufacturer's original proforma invoice with the price bid.

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

16.3 a). If a tenderer, either the Indian Agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender

b). If an agent submits bid on behalf of the Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product.

17 Documents Establishing Tenderer's Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

18. Documents establishing Good's Conformity to TE document.

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque and
 - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "**HSCC (India) Ltd**" payable at New Delhi/Noida. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is **360 days**, the EMD shall be valid for **415 days** from Techno – Commercial Tender opening date. **In case of extension of submission of bid/ tender, the validity of bid security (EMD) may be considered from the original date of submission of bid.**

- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender **or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser.** The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of **360 days** after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 Deleted
- 21.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of tender. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

- 22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

23. Late Tender

- 23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the

original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

- 25.2 **Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.**

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 25.3 Two - Tender system as mentioned in Para 21.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno - Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

- 26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. As prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non - responsive and will be rejected.
- 27.4 The following are some of the important aspects, for which a tender shall be **declared non - responsive and will be summarily ignored;**
- (i) **Deleted**
 - (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.

- (v) **Deleted**
- (vi) **Deleted**
- (vii) Poor/ unsatisfactory past performance.
- (viii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (ix) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (x) **Deleted**

28. Minor Infirmary/Irregularity/Non-Conformity

- 28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

- 30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

31. Qualification Criteria

- 31.1 **Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.**

32. Conversion of tender currencies to Indian Rupees

- 32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

33. Schedule-wise Evaluation

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on ware house to consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST/Sales tax & other similar taxes & other similar duties, Customs Duties, etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35.3 i. In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.

35.4 Preference to Make in India: As per the Order issued by Department of Industrial Policy and Promotion (DIPP) vide no. P-45021/2/2017-BE-II dated 15.6.2017 as attached the Purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed which will form a part of the Tender Enquiry Document for evaluation and ranking of the bids. A local supplier (definition of local supplier is given in Clause 2 of the aforesaid Order of DIPP) has to submit the following along with their tenders failing which their bid will be evaluated without considering such preference mentioned in the DIPP under Order dt. 15.06.2017.

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs.10.00 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

36. Tenderer's capability to perform the contract

- 36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above-mentioned determination will, interlaid, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

- 37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

38. Purchaser's Right to accept any tender and to reject any or all tenders

- 38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason 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.

39. Award Criteria

- 39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

40. Variation of Quantities at the Time of Award/ Currency of Contract

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, 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 of 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 after one year from the Date of Notification of Award.

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. **The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.** Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 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. The Notification of Award/ Supply order will be placed on successful bidder (i.e. manufacture and /or manufacture authorised agent). **The manufacturer and /or manufacture authorised agent shall be jointly and severally liable to perform the all contractually obligations under the agreement**

42. Issue of Contract

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 **Within thirty days** from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

43. Non-receipt of Performance Security and Contract by the Purchaser/Consignee

- 43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of E M D

- 44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

45. Publication of Tender Result

- 45.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

46. Corrupt or Fraudulent Practices

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

47. Integrity Pact.

The Bidders/bidders may note that it is prescribed to use, practice and observe all the best, clean, ethical, honest and legal means & behaviour maintaining complete transparency and fairness in all activities concerning Bidding and performance thereto for which the “Integrity Pact” shall be executed between Firm and Purchaser as per the format provided as Section XXV to be attached with the bid duly signed.

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

A Preamble

No Change

B TE documents

10. Clarification of TE documents

10.1 During pre bid meeting clarification asked by the bidder will be respond by the purchaser. The Bidder request shall be in writing and submit to HSCC office during pre bid meeting or not later than **three days** from date of pre bid meeting, thereafter the bidder request will be ignore or rejected. The purchaser response (including explanation of the query but without identifying the source of inquiry) will be displayed on the website only www.hsccltd.com.

19. Earnest Money Deposit (EMD)

19.5 The earnest money deposit (EMD)/ bid security shall be valid for a period 415 days from the Techno – Commercial Tender opening date. In case of extension of submission of bid/ tender, the validity of bid security (EMD) may be considered from the original date of submission of bid.

20. Tender Validity

20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of **360 days** from the date of Techno – Commercial Tender opening, date prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

E Tender Opening

Tender opening committee first open envelop, if no bid Security/EMD bid will be rejected.

G Award of Contract

42. Issue of Contract

42.1 Deleted

47. If a firm quoted NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered.

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

Sl No.	Topic	
1	Application	
2	Use of contract documents and information	
3	Patent Rights	
4	Country of Origin	
5	Performance Security	
6	Technical Specifications and Standards	
7	Packing and Marking	
8	Inspection, Testing and Quality Control	
9	Terms of Delivery	
10	Transportation of Goods	
11	Insurance	
12	Spare parts	
13	Incidental services	
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	
15	Warranty	
16	Assignment	
17	Sub Contracts	
18	Modification of contract	
19	Prices	
20	Taxes and Duties	
21	Terms and mode of Payment	
22	Delay in the supplier's performance	
23	Liquidated Damages	
24	Termination for default	
25	Termination for insolvency	
26	Force Majeure	
27	Termination for convenience	
28	Governing language	
29	Notices	
30	Resolution of disputes	
31	Applicable Law	
32	Withholding and Lien	
33	General/Miscellaneous Clauses	

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 **Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee,** the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) 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, initially valid for a period of **minimum 68 months** for Radiotherapy, Nuclear Medicine, MRI & CT and **66 months** for other equipment **from the date of Notification of Award..**

- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to **sixty (60) days beyond Warranty Period.**
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

Please ensure the following compliances are met for the Medical equipment:

1. **For Radiology equipment i.e. X-Ray, Ultrasound, MRI & CT-Scan etc.:**
 - a. Equipment should be DICOM (Digital Imaging and Communications in Medicine) enabled DICOM provides reliable protocols for integration of image data between imaging, non-imaging modalities, devices and systems.
 - b. Equipment complied with HL7 (Health Level Seven) standards.
 - c. Capable to link with PACS & HMIS. Any Hardware/lock/software license required for interfacing with PACS & HMIS should be supplied with the equipment/device.
2. **For Laboratory Equipment/device:**
 - a. Equipment communicates in one of the following ways:
 - A) TCP/IP
 - B) RS-232
 - C) USB

Any type of cable/hardware/lock/software/license required for integration with HMIS system should be provided.

Please provide configuration parameters to connect with HMIS successfully.
 - b. Data accepted/send by the device/equipment should be readable as standard data Type in ANSI C/C++.
 - c. Comprehensive list of all data structures imported and exported by the device should be documented with examples.

- d. API of equipment should be provided.
- e. Technical interface specification should be provided.

Above standards are required for interfacing of equipment with PACS (Picture Archiving & Communication System) & HMIS (Hospital Management & Information System) during the computerization of the Hospital.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, & if same is accepted by purchaser / consignee / PSA/ PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro. Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period.
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 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-despatch 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 suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

- 8.7 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, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (at Consignee site) basis terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

- 10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) **in case of supply of domestic 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 for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. 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) **in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.**

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 cost 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.

12. Spare parts

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are used during warranty and CMC period.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- iv) Supplying required number of operation & maintenance manual for the goods

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (i) Copy of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin;
- (vi) Insurance Certificate as per GCC Clause 11.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract).

Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Copy of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and copy of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and copy of non-negotiable Bill of Lading/Airway bill;
- (iii) Copy of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.
- (xii) Any other documents require in order to avoid the demurrage on the goods.

15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The **warranty** shall remain valid for **5 (Five) Years** from the date of installation & commissioning followed by a **CMC for a period of 5 (Five) Years** for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC

- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 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 penalty clause for non rectification will be applicable as per tender conditions
- 15.5 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.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 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
- 15.8 **The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.**
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

- 18.1 If necessary, 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 one 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.

18.2 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.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

a) Payment for Imported Goods through Letter of Credit:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

i) On Shipment:

80 % of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Airway bill /Bill of Lading
- (iii) Packing list identifying contents of each package showing contract number duly signed & stamped by third party inspection agency i.e SGS, Lloyd, Bureau Veritas, TUV
- (iv) Insurance Certificate as per tender terms
- (v) Manufacturer's/Supplier's warranty certificate.
- (vi) Manufacturer's own factory inspection report.
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Equipment Inspection report by third party inspection agency viz SGS, Lloyd, BureauVeritas, TUV inspection prior to despatch.
- (ix) Despatch note issued by HSCC.

ii) On Acceptance:

Balance payment of **20 %** of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees/HSCC to the supplier. The supplier shall submit the original final acceptance certificate to the Purchaser (HSCC India Ltd) who shall issue no objection certificate to the banker for payment through irrevocable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

b) Payment for Domestic Goods Or Foreign Origin Located within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

i) On delivery:

80 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

1. Copy of Purchase order
2. Consignee receipt in original issued by CNCI -Kolkata/HSCC.
3. Invoice in favor of consignee through HSCC
4. Packing list showing NOA duly vetted by third party inspection agency i.e.SGS, Lloyd, Bureau Veritas, TUV
5. Insurance certificate as per tender terms
6. Dispatch note issued by HSCC
7. Manufacture's / supplier's warranty certificate
8. Equipment Inspection report by third party inspection agency viz SGS, Lloyd, Bureau Veritas, TUV prior to dispatch.

ii) On Acceptance:

Balance 20 % payment would be made on submission of following document:

1. Copy of Purchase order, copy of performance security valid up to tender terms.
2. Copy of consignee receipt
3. Final Acceptance Certificate (Installation & commissioning certificate) in original Issued by CNCI –Kolkata/HSCC on completion of installation & commissioning
4. Insurance certificate as per tender terms.
5. Invoice in favour of consignee through HSCC

c) Payment of Turnkey, if any:

Turnkey payment will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees made as indicated in the relevant Price Schedule and shall not be subject to further escalation / exchange variation. Turnkey payment will be made on pro-rata basis against work done certified by site In charge.

d) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will 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 given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non – transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

"I/We, _____ certify that I/We have not received back the Inspection Note duly received by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and
 - (iii) Termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interlaid contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, GST/ Sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

- (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST/ Sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property

22.6.1 The Property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interlaid, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

- 28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

- 30.1 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.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.4 Jurisdiction of the court will be form the place where the tender enquiry document has been issued, i.e., New Delhi, India.

31. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

32. Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contact made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

32. General/ Miscellaneous Clauses

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 32.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 32.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

33. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

33.1 Further to GIT Clause 35 above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

33.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

33.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."

33.4 **Preference to Make in India:**

As per the order issued by:

- i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 28.05.2018 (copy attached at Section XXVI) &
- ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and

the subsequent orders thereof; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids. (copy attached at Section XXVI)

33.5 **Imposing restrictions on procurement from Bidders from a Country which shares a Land Border with India:**

As per the order issued by:

- i) Department of Public Enterprises (DPE) vide OM No. DPE/7(4)/2017-Fin.(Part-I) dated 30.07.2020 (copy attached at Section XXVII) &
- ii) Ministry of Finance, Department of Expenditure vide OM No. F.No 6/18/2019-PPD dated 23.07.2020 A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids. (copy attached at Section XXVII)

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

1. Bidder 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**, servo stabilisers, U.P.S. etc. if required for successful installation testing and commissioning of the system/ equipment in the "All inclusive lump sum price"/ turnkey work.
 2. **The contract will be turnkey work**, bidder must take into consideration in its bid, costs to be incurred for supply of equipment from **ware house to consignee CNCI -Kolkata**, installation, commissioning testing, training, third party inspection cost, packing & forwarding cost, all taxes, all duties, custom clearance charges, loading & unloading charges, site visit charges, two year compressive warranty cost including all spare, Indian agent charges, any other required for successful installation & commissioning of system/ equipment.
 3. The pre delivery inspection carried out by **third party Inspection agency viz LLOYDS/SGS /Bureau Veritas/ TUV** or any other with same high status inspection agency. The supplier shall arrange III party Inspection agency approved by HSCC. All charges for III party inspection shall be borne by the supplier. Therefore same charges shall take into consideration in its bid.
 4. Purchaser's / consignee's contractual right to inspect before issue despatch note.
- A. For goods imported from abroad:** The stores (**Import origin goods**) should be dispatched only after ensuring inspection carried out by third party Inspection agencies viz. **LLOYDS/SGS /Bureau Veritas/ TUV** and proof of such documents submitted to HSCC for the goods inspected. Inspection. HSCC on receipt of such documents will issue **Dispatch note**.

To enable HSCC to issue Despatch note, supplier/manufacture is to furnish the following documents in **original hard copy to HSCC office and soft copy by email**:

1. Packing list showing NOA duly vetted by third party inspection agency i.e. viz SGS, Lloyd, Bureau Veritas, TUV.
2. Manufacture's internal test report.
3. Quality Certificate by manufacture
4. Certificate of origin by the chamber of commerce of the concerned country
5. Warranty certificate by manufacture/supplier
6. Inspection report by Third party inspection agency viz SGS, Lloyd, Bureau Veritas, TUV, with photo of equipment, all pages of this report duly signed & stamped by inspector of said agency prior to dispatch.
7. Copy of Insurance as per tender document.
8. Invoice duly signed & stamped showing name of item, letter of credit no. & purchase order no.

No goods (both Indian & Import origin goods) shall be despatched before issue of despatch note issued by HSCC, failing which responsibility (i.e. demurrage charges etc. by the custom department) shall be rest on manufacture/supplier/ its authorised agency in India.

All above documents showing contract number, goods description & LC. The Invoice should in favour of Director, Chittaranjan National Cancer Institute, Kolkata through HSCC. After scrutiny, if the documents found in order, **Dispatch note** will be issued to the supplier.

B. For Domestic Goods, including goods already imported by the supplier under its own arrangement

To enable HSCC to issue Despatch note, supplier/manufacture is to furnish the following documents in **original hard copy to HSCC office and soft copy by email**:

1. Packing list showing NOA duly vetted by third party inspection agency i.e. viz SGS, Lloyd, Bureau Veritas, TUV.
2. Manufacture's internal test report.
3. Quality Certificate by manufacture
4. Warranty certificate by manufacture/supplier
5. Equipment Inspection report by Third Party Inspection Agency viz SGS, Lloyd, Bureau Veritas, TUV with photo of equipment, all pages of this report duly signed & stamped by inspector of said agency prior to dispatch.
6. Copy of Insurance as per tender document
7. Invoice duly signed & stamped showing name of item & purchase order no.

Note: Supplier shall submit all above documents in original hard copy to HSCC office, failing which HSCC unable to issue the despatch note.

No goods (both Indian & Import origin goods) shall be despatched before issue of despatch note issued by HSCC, failing which responsibility shall be rest on manufacture/supplier/ its authorised agency in India.

All above documents showing contract number, goods description. The Invoice should in favour of Director, Chittaranjan National Cancer Institute, Kolkata through HSCC through HSCC. After scrutiny, if the documents found in order, **Despatch note** will be issued to the supplier.

5. The performance security shall be valid for a **period six (6) months beyond expire of two years warranty period.**
6. **The Purchaser 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, failing which bid may not be consider.**
7. **Insurance:** For delivery of goods at site, the insurance including transit and installation & commissioning insurance shall be obtained by the supplier in an amount equal to **110%** of the value of the goods from "warehouse to warehouse" (final destination – designated consignee place) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the Supplier's risk until delivery and installation & commissioning at site.
8. Deleted
9. **Reimbursement of Custom Duty & GST: CNCI deserves for customs duty exemption through DSIR certificate.** The custom duty & GST amount as mentioned in the price schedule section –XI (B) (convert in INR at the rate of exchange mentioned in bill of entry) will compared with the actual total custom duty & GST amount levied by custom department and reimbursed to the supplier as per below:
 - a. If the custom duty & GST amount as mentioned in the price schedule section –XI (B) is equal to the actual total custom duty & GST amount levied by custom department, the actual total custom duty & GST amount levied by custom department shall be prevailed and reimbursed to the supplier in INR accordingly.
 - b. If the custom duty & GST amount as mentioned in the price schedule section –XI (B) is more than actual total custom duty & GST amount levied by custom department, the actual total custom duty & GST amount levied by custom department shall be prevailed and reimbursed to the supplier in INR accordingly.
 - c. If the custom duty & GST amount as mentioned in the price schedule section –XI (B) is less than the actual total custom duty & GST amount levied by custom department, the custom duty & GST amount as mentioned in the price schedule section –XI (B) shall be prevail and reimbursed to the supplier at rate of exchange rate mentioned on the bill of entry in INR accordingly.
10. The Tenderer shall furnish copy of all Purchase Orders (complete with specifications and prices) in their Technical Bid for the same model supplied to Govt. Hospitals/PSU Hospital /UN Agencies/Govt. Labs/Corporate Hospitals in the last one year from the date of Technical Bid opening.
11. Manufacture/supplier/ its authorised agency in India shall entirely responsible to safely delivery/handing over the goods from ware house to consignee.

12. Manufacture/supplier/ its authorised agency in India shall entirely responsible for custom clearance/ any statutory compliance etc. however necessary support/document will be provided by HSCC/ **CNCI -Kolkata** if required.
13. Any Statuary variation i.e. custom duty/IGST/ GST etc. will be allowed to the supplier on submission of documentary proof of statutory variation. **Bid will be rejected, if Custom duty/GST/IGST "as applicable" mentioned by the bidder anywhere in their bid.**
14. **Opening of Letter of Credit:-**
- (i) **Within 7 days** PROFORMA INVOICE in hard copy shall be submitted by supplier i.e. manufacturer and their Indian authorized agency.
 - (ii) PROFORMA INVOICE should be in favor of **Chittaranjan National Cancer Institute, (CNCI –Campus –II) Kolkata through HSCC**
 - (iii) Original copy of PROFORMA INVOICE shall be on manufacturer company letter head & signed with stamped by their authorized person.
 - (iv) On PROFORMA INVOICE, Purchase order number with date / amendment if any, name of item, model number, Address of manufacturer, quantity, price, banker complete address with swift code, port of shipment, beneficiary complete address & **“accepted all tender terms & condition”** should be mentioned.
 - (v) No conditional terms shall be mentioned on PROFORMA INVOICE
 - (vi) In case PROFORMA INVOICE not submitted as per above instruction/ conditional terms mentioned on the same such delay period will rest on supplier.
 - (vii) Based on PROFORMA INVOICE, the draft of the LC will be issued to the supplier to examine all LC terms. Modification/correction on draft LC, if any, shall be mentioned on the draft LC only by the manufacturer.
 - (viii) **Within 7 days** supplier shall submit acceptance of draft of LC by signing with stamped by manufacturer.
 - (ix) In case any amendment required in the final LC due to HSCC/Banker error, than date of LC amendment issued by banker will consider as the date of LC opening.
15. **Goods supply through Letter of Credit:-**
Supplier i.e. manufacturer and their Indian authorised agency shall submit the following document advance minimum five working days from the date of arrival of goods at India airport in order to avoid demurrage charged by custom department:
1. Airway Bill showing name of item as mentioned purchase order, letter of credit number (LC) details, purchase order number details, HAWB number, MAHW number.
 2. Invoice duly signed & stamped showing name of item, letter of credit number details & purchase order number details.
 3. Complete address with mobile number of Custom Clearing Agency.
 4. Complete address with mobile number of Carrier Company with Cargo Arrival Notice.
 5. Draft for GATT declaration duly filled with consignment information.
- Note:**
1. **Bank Release Order (BRO) will be issue after submission of Original hard copy of Cargo arrival notice & Airway Bill.**
 2. Supplier i.e. manufacturer and their Indian authorised agency shall also ensure that goods safely arrived at consignee without any demurrage charges by custom and plan the shipment accordingly, failing which entire responsibility shall be rest on Supplier i.e. manufacturer and their Indian authorised agency. No request shall be entertained by this office during holiday.
- 16.
1. Liquidated damages will be adjusted from final payment due to delay on supply Installation & commissioning.
 2. Bid will be **rejected**, if CMC not quoted by the bidder/ CMC quoted in foreign Currency/ CMC mentioned ZERO value.
 3. Bid will be **rejected**, if name of the currency not mentioned by the bidder in price schedule **B) Price schedule for Goods to be imported from abroad under Section –XI.**

SECTION - VI

Required Delivery & installation Schedule:

a) For Imported goods directly from foreign through LC:

- (i) Delivery period for **PET –CT, CT –Simulator, Digital Fluro Radiography, Digital Mobile X-Ray, USG (High end and Mid end), Digital Mammography, CT (256 Slice), MRI (3.0T):** **Within 90 days** from date of opening of the final Letter of Credit. The date of delivery will be the date of Bill of Lading / Airway Bill. Installation & commissioning period within **90 days** from receipt of the stores/ goods delivery at site or **90 days** from handing over the site or instruction for installation, whichever is later.
- (ii) Delivery period for **High Dose-Rate Brachytherapy:** Within **120 days** from date of opening of the final Letter of Credit. The date of delivery will be the date of Bill of Lading / Airway Bill. Installation & commissioning period within **90 days** from receipt of the stores/ goods delivery at site or **90 days** from handing over the site or instruction for installation, whichever is later.
- (iii) Delivery period for other Equipment: Within **60 days** from date of opening of the final Letter of Credit. The date of delivery will be the date of Bill of Lading / Airway Bill. Installation and commissioning period within **60 days** from receipt of the stores/ goods delivery at site or **60 days** from handing over the site or instruction for installation, whichever is later.

b) For Indigenous goods or for imported goods if supplied from India:

- (i) Delivery period for **PET –CT, CT –Simulator, Digital Fluro Radiography, Digital Mobile X-Ray, USG (High end and Mid end), Digital Mammography, CT (256 Slice), MRI (3.0T) :** Within **90 days** from date of Notification of Award to delivery at consignee site, the date of delivery will be the date of delivery at consignee site. Installation & commissioning period within **90 days** from receipt of the stores/ goods delivery at site or **90 days** from handing over the site or instruction for installation, whichever is later.
- (ii) Delivery period for **High Dose-Rate Brachytherapy:** Within **120 days** from date of Notification of Award to delivery at consignee site, the date of delivery will be the date of delivery at consignee site. Installation & commissioning period within **90 days** from receipt of the stores/ goods delivery at site or **90 days** from handing over the site or instruction for installation, whichever is later.
- (iv) Delivery period for other Equipment: Within **60 days** from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site. Installation and commissioning period within **60 days** from receipt of the stores/ goods delivery at site or **60 days** from handing over the site or instruction for installation, whichever is later.

The Time lapse on the part of HSCC approval/ CNCI -Kolkata approval / local statutory approval / 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.

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

NOTE:

1. The bidders are advised to ship / deliver the equipments / items, only after obtaining "Permission to Ship" from HSCC in writing. If the bidder ship the equipments / items without obtaining permission, then the cost towards demurrage, warehouse charges etc has to be borne by the bidder only.
2. **For Imported goods directly from abroad:** The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break-up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on Consignee basis. The shipping arrangements shall be made by the supplier accordingly.

Section – VII Technical Specifications

1. Wide Bore 4D CT – Simulator (1 No.)

Sealed tenders (Sealed separately as the “Technical Bid & the Price Bid-in duplicate) are invited directly from the manufacturers/principles for the supply of a state-of the-art and latest technology based Wide Bore 4D CT-Simulator. The CT-simulator includes CT scanner, laser system and virtual simulation system. The CT scanner should be of **spiral multi slice, large-bore at least 16 slices per rotation** model which should be capable of 4DCT acquisition. It should also be capable of integrating with standard networking and PACS systems available in the hospital. The offered equipment should have the following technical features.

1. CT Scanner system

- 1.1 The system should be of latest slip-ring technology allowing acquisition of 16 slices per rotation with true isotropic volume acquisition and sub millimeter resolution of an at least 0.625mm or less. The quoted model must have AERB Approval or NOC at the time of submission of bid.

2. X-ray Generator

- 2.1 High frequency x-ray generator with an output of at least 80 KW or more to support continuous and sustained operation. Please give details.

3. X-ray Tube

- 3.1 Tube current: 30-600 mA or more. The mA rating at peak generator power must be mention.
- 3.2 The system should have mechanism for real time mA modulation for both Z axis and angular dose modulation
- 3.3 Tube voltage should be in the range of 80-140kV
- 3.4 The x-ray tube should have anode heat storage capacity of 8 MHU or more.
- 3.5 The anode peak heat dissipation rate should be 800 KHU/min or more angular dose modulation.
- 3.6 The x-ray tube should have dual focal spot (please specify the size of each focal spot). The automatic selection of focal spot should be possible.
- 3.7 Filter and beam limiting device: Their Al equivalent and other specific features to reduce radiation dose to the patient shall comply radiation safety compliance of AERB.

4. Gantry

- 4.1 Gantry aperture should be minimum 80 cm or more
- 4.2 Gantry tilt should be at least ± 30 degree
- 4.3 Entire range of rotation times for full 360 degree should be specified.
- 4.4 Remote controlled tilt from operator table should be possible.
- 4.5 Laser alignment lights should define accurately actual scan of plane. It should operate over full range of gantry tilt.
- 4.6 Green laser patient alignment system with (gantry and external wall /ceiling mounted) stationary and mobile for radiotherapy planning should be provided.

5. Patient Table

- 5.1 The scanning table should be universally flat with flat table top and should be compatible with tables of Varian, True Beam linear accelerator to be installed. The table should have patient positioning index system on carbon fiber table top.
- 5.2 The table should be able to bear weight up to 200 Kg or more.
- 5.3 Table should have the metal free scanable range should be at least 150 cm.
- 5.4 Horizontal accuracy should be ± 0.50 mm or less
- 5.5 Vertical table travel range should be specified. Minimum at least 55cm height.
- 5.6 Table should support the immobilization accessories for conformal and stereotactic procedures. QA phantom holder, water level phantom and laser calibration bar should be provided.
- 5.7 The table should have total free floating facility
- 5.8 All patients positioning accessories including tilt should have control both form gantry and control console

6. CT scanning parameters

- 6.1 The slice thickness should be users selectable which range from 0.625 mm to 10 mm.
- 6.2 Minimum scan time for full 360 degree rotation should be 0.5 seconds or less for whole body applications.
- 6.3 Maximum true scan field of view should be at least 60 cm or more
- 6.4 Extended reconstruction FOV of at least 80cm should be possible.
- 6.5 Gapless spiral length should be 150cm or more.
- 6.6 Specify single continuous spiral-on-time should be minimum 100 seconds or more.

- 6.7 The system should automatically optimize radiation dose and resolution for each selection.
- 6.8 Bolus triggered spiral acquisition should be possible. Give detail of sub millimeter resolution.
- 6.9 Both spiral and sequential mode acquisition should be possible for all scanning protocols.
- 6.10 Prospective and Retrospective respiratory compensated/gated CT to generate 4D datasets must be compatible with all commercially available hardware and software for motion management to localize the tumor in motion. Specify the details. Required software to generate/acquire 4D CT imaging should be provided. All the necessary interfaces to connect the CT with 4D gating devices of commercially available vendors should be provided.

7. Scannograms/Topogram

- 7.1 Length and width: specify the range
- 7.2 Scan times: specify the range
- 7.3 Views: should be feasible in frontal and lateral views
- 7.4 Should be possible to interrupt acquisition manually once the desired anatomy is obtained.

8. Data Acquisition system

- 8.1 Detector: Please specify the number of detectors, detector design and type of detector.
- 8.2 Number of rows with their thickness, number of elements in each row
- 8.3 Mention the channels per row and number of projections
- 8.4 In-built mechanism for adapting the tube current during each scan. This should enable radiation dose reduction where body part thickness is less. Specify the mechanism used in the offered system.
- 8.5 There should be in-built pediatric protocols adapted to weight and/or age.
- 8.6 Specify available mechanisms to reduce the effective patient dose.
- 8.7 Vendor should provide the 4DCT acquisition system as applicable to the offered System.

9. Image Reconstruction:

- 9.1 Real-time reconstruction speed: 10 images per second or more at 512x512 matrixes.
- 9.2 Display matrix should be minimum 1024 x 1024 or more.
- 9.3 Freely selectable window width and centre with organ specific preset windows be possible
- 9.4 Retrospective reconstruction with variable slice thickness should be possible.

10. Image Quality

- 10.1 High Contrast Spatial Resolution: It should be 15 lines pair per cm or better (for 50 cm FOV) maximum at 0% MTF for a slice of 1 cm thickness. Clearly specify the phantom used, scan time, mA, filter for image reconstruction, scan field, dose and MTF.
- 10.2 Low Contrast Detectability: The low contrast resolution for CATPHAN should be at least 5mm or less at 0.3% using 20cm CATPHAN 500 phantom on 10 mm slice thickness.
- 10.3 Spiral parameters: Different selection of pitch should be possible, from 0.5 to 1.5 or more variable step. Inter scan delay in different group of spiral should not be more than 5 seconds.
- 10.4 CT number accuracy must be better than + 4HU for water and +10 HU for air. All necessary phantoms to check the spatial resolution of the scanner should be provided. A phantom to check the electron density to HU relationship for different body tissues must be provided.

11. CT Control Console

- 11.1 It should have 19" or more LED colour monitor for display of 1024 x 1024 matrix or more.
- 11.2 Computer CPU systems should be running on a high-end workstation platform with UNIX/Window of latest configuration. RAM size must be at least 8GB or better.
- 11.3 All functions viz. registration, scheduling, scanning, image reconstruction, image evaluation tools, post processing tools, film documentation and transfer of images, MPR, CT, maximum intensity projection, 3D with SSD etc should be possible from main console and workstation
- 11.4 Image storage of 250 GB or more for at least 2, 50,000 or more images in 512 x 512 matrixes uncompressed or better (quote the latest configuration)
- 11.5 CD/DVD facility for archiving must be available.
- 11.6 The image reconstruction time should be less than 1.5 second for any mode.
- 11.7 Networking with PACS, TPS of commercially available vendors along with all requirements.
- 11.8 The system should have fully DICOM complaint. DICOM compliance statement should be provided.
- 11.9 An integrated intercom for bi-directional speaker communication between operator and patient and also automated patient instruction (API) system should be provided.

12. Laser System

- 12.1 The CT-Simulator laser systems should have at least **three computer controlled moving lasers** with double diode for marking the isocentre without moving the table top. Following the isocentre localization in the CT-Simulation workstation, the isocentre coordinate will be sent directly to the computer system that is controlling the movements of the lasers. This computer in turn should drive all the lasers, so that without moving table, the laser point to the

isocentre. The laser must be GREEN LASER system. Complete quality assurance tools and brochure must be provided.

- 12.2 In addition to the moving laser, the CT -Scanner should have conventional in-built lasers for positioning the patient.
- 12.3 The vendor should give a complete description about the laser marking system offered and how the CT-Simulation software integrates with it.

13. CT-Simulation/Virtual Simulation System

- 13.1 The CT-Simulation/Virtual Simulation System should be possible to simulate all kinds of teletherapy machines in the simulation workstations without any kind of restrictions. It should support IEC, Varian, Elekta and other user defined linear accelerator conventions.
- 13.2 It should be possible to visualize interactively reference views in axial, coronal, sagittal, isocentre image planes and in any oblique direction with overlay of beams on digitally reconstructed radiograph (DRR).
- 13.3 DRR must provide fully divergent beam's eye view (BEV) 512x512 images.
- 13.4 The DRR and BEV/Room-eye view image should display the machine diagram to allow real-time checking of machine and patient geometry.
- 13.5 The system should be possible to support and define the asymmetric features in the Simulation software.
- 13.6 The system should be possible to support and define the Multileaf collimator placement of 60 or more pairs of MLC leaves in the simulation software.
- 13.7 One advanced CT simulation workstation with license must be provided in addition to the CT workstation.
- 13.8 System should incorporate CT, MRI, PET and SPECT into localization, image fusion and registration

14. Contouring

- 14.1 Volume definition should be possible using volume segmentation using threshold, free hand contour tracing, contour editing, 3D anisotropic margins etc and any other advanced tools
- 14.2 System must be able to contour in axial, sagittal, coronal and oblique projections.
- 14.3 It should be possible to do manual, semi-automated, fully-automated contouring in the images by defining volume of interest.
- 14.4 The software should have facility for automated uniform/non-uniform margins. For example it should be possible to expand the clinical target volume (CTV) on all three dimensions by same magnitude or by different magnitude to define the planning target volume (PTV).
- 14.5 It should be possible to copy one organ to another with margin on a single slice, a range of slice or all slices.
- 14.6 Interpolate algorithm should be available to provide interactive, shape and interpolation i.e. after contouring only in selected slices. The algorithm should automatically interpolate the closely fitting contour in other slices. Interpolated contour may be edited; accepted or rejected.
- 14.7 Tracking of source to skin distance and contouring/extracting of wall should be possible
- 14.8 System should have the capability of 3D viewing and volume rendering should be possible.
- 14.9 The software should provide the density value (in Hounsfield Unit) of a particular point on an image. It should compute distances along straight line and curved line, angles between lines, and radius of the curvatures for curves.
- 14.10 Any other advanced features which may be of standard or optional, should be specified.

15. Isocentre Management

- 15.1 The software should support separate isocentre for multiple target volumes or general regions
- 15.2 Marked and final isocentre should be reported and displayed in the localization package for easy confirmation of a physical simulation session.
- 15.3 Hardcopy of the isocentre coordination should be possible for record of the simulation.
- 15.4 Isocentre positioning should be automatic.
- 15.5 No limit on number of isocentre per target.

16. Beam Placement and Definition

- 16.1 It should support extensive beam shapers (shielding blocks etc) and beam definition methods.
- 16.2 Manual or automatic beam placement tool.
- 16.3 Beam shaping should be possible in multiple ways like automatic shielding block, definition conforming to selected volume, definitions aperture or shielding manual free hand definition, automatic collimator jaw or multi leaf position definition.
- 16.4 It should be possible to define this asymmetric collimator feature, where both the X and Y axis are asymmetric, in the CT simulation software. Similarly the software should allow multi-leaf-collimator placement up to 40 pairs or more.

17. DRR Features

- 17.1 Interactive DRR calculation mode must be available.
- 17.2 Automatic window width/level selection for DRR.
- 17.3 DRR should be interactively updated when the isocentre position is modified.
- 17.4 Should be possible to highlight or suppress different density region in the DRR.
- 17.5 Printing of DRR images should be possible. DRR presets should be user defined.

- 17.6 Reconstruction of DRRs should be real-time or sub-second.
- 17.7 Real-time display of DRR as beam parameter changed should be possible.
- 17.8 Differential tissue weighting in DRR calculation should be possible.
- 17.9 Facility to display BEV on MPR with fields and blocks displayed divergently.
- 17.10 Any other advanced features available should be specified.

18. Data Import/Export and Connectivity

- 18.1 System should be able to export image, volume and plan data in DICOM 3.0 standard along with all Radiotherapy specific data and private objects, DICOM RT plans and data sets.
- 18.2 System should be able to import DICOM RT data to the linear accelerator of any vendor.
- 18.3 CT simulator system should be fully integrated with the contouring workstations and TPS of LINAC and HDR Brachytherapy. The vendor should inspect and will be responsible for complete integration.
- 18.4 Specify clearly the DICOM-RT import and export licenses that are being offered.
- 18.5 The entire CT Simulation system must be interconnected (all the workstations, laser systems, printers etc.) and must be integrated into the department's treatment planning system for smooth transferring of images and DICOM-RT structures. The system should be networked with all radiotherapy treatment planning system in the department and necessary software support shall be provided for all external beam radiotherapy and Brachytherapy treatment planning systems.
- 18.6 **Dose computation & display:** The system should display CTDLw (CTDI1 00), DLP

19. Archiving and Documentation

- 19.1 DICOM print should be possible.
- 19.2 Adobe Post Script Printing should be possible.
- 19.3 Archiving should be on a CD in DICOM format.
- 19.4 User / Technical / Maintenance manuals to be supplied in English.
- 19.5 Certificate of calibration and inspection
- 19.6 List of Equipment available for providing calibration and routine preventive maintenance support as per manufacturer documentation in service / technical manual.
- 19.7 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist.
- 19.8 Stand-alone Room Dehumidifiers of adequate capacity for both CT simulator room, Console Room to be provided to ensure condensation free atmosphere for the high value equipment.

20. Equipment Warranty and Service Facilities

- 20.1 Five years warranty to be commenced from first patient treated after commissioning approval from AERB.
- 20.2 CMC year-wise for quoted machine, UPS, Battery and other accessories for next 5 years after warranty period.
- 20.3 95% uptime warranty/guarantee during warranty and CMC period.
- 20.4 Spare parts should be available for minimum of 10 years.
- 20.5 During the warranty period, all the software updates should be provided free of charge.
- 20.6 Factory trained service engineer/Applications specialists should be available in Kolkata to look after the installation and maintenance of the system without patient treatment interruption.

21. Standards, Safety and Training

- 21.1 Equipment standard and safety should comply with the national regulatory AERB guidelines and offered model should have AERB type approval or NOC.
- 21.2 The vendor should provide comprehensive training on CT-Simulator in a well advanced center in the country for three persons (one for Radiation Oncologist, one for Medical Physicist and one Technician).The training period should be at least for one week.
- 21.3 On-site Application training should be provided for minimum two weeks for all staff members in the department.

22. Essential Accessories to be included with the unit:

- 22.1 Sets of patient positioning accessories namely head holder positioning kit, mattresses (for diagnostic procedures) must be provided.
- 22.2 UPS: On line UPS with MF batteries for the backup of the entire system for at least 30 minutes.
- 22.3 Light weight Lead Apron- 2 Nos with stand., Lead Goggles – 2 Nos., Lead Gloves- 2 Pairs, Gonads shields- 2 Nos. and eye shields- 2 sets
- 22.4 Pressure Injector: CT Compatible pressure injector with remote console 100 disposable syringes.

23. General Terms & Condition

- 23.1 The vendor shall list the number of their CT-Simulator installation/user in India.
- 23.2 All claims regarding meeting the specification should be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer.

- 23.3 Penalty clause: Penalty at the rate of Rs. 10, 000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with.

Scope of Work for Site Modification:

General Requirements

1. The Supplier should inspect the proposed site offered by the Consignee, wherein the CT SIMULATOR has to be installed. They are required to submit the plan for the project. The scope of work includes complete Electrical, Wall finishing, Air-conditioning, Flooring for the proper functioning of the CT SIMULATOR. The supplier shall assist the user by providing necessary documentations/technical data for regulatory clearances and approvals from AERB.
2. The cost of the site modification work should be quoted separately and this cost will be considered for L1 calculation.
3. The system should be installed and handed over in working condition with all necessary electrical, wall finishing, air conditioning, flooring and plumbing work undertaken by the vendor in consultation with the user dept.
4. Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 16 TR HVAC is included for L1 calculation of the bids.
5. The CT SIMULATOR CENTRE shall consist of the following rooms:
 - a CT SIMULATOR examination Room
 - b Console room
 - c UPS room
 - d Mould Room
6. The supplier shall be required to specify the total load requirements for the CT SIMULATOR centre including the load of air conditioning, room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the CT SIMULATOR centre. The mains panel and distribution panel for CT SIMULATOR, HVAC and LIGHTING should be provided by the supplier. Few lights in CT SIMULATOR, CONSOLE ROOMS, UPS ROOM shall be connected to the UPS to provide emergency lighting.

THE ELECTRICAL WORKS:

1. Wiring – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
2. All necessary cabling like LAN, DICOM & PACS for data interface between TPS and CT SIMULATOR; CT-SIMULATOR & HDR BRACHY system, CT-SIMULATOR & LINAC should be provided with adequate number of terminals.
3. All the internal wiring including that of telephone, LAN, DICOM & PACS etc will be concealed variety.
4. Earthing: Double-Earthing shall be provided with copper plate for the CT SIMULATOR and all accessories like UPS. The earthing for the AC should also be done by the suppliers. The earthing cable/wire shall be routed end-to-end through an insulated conduit.
5. Switches light and power points should be of modular type and of standard make as listed below.
6. General lights – Ceiling mounted LED lighting panels, recessed 600 x 600mm type should be provided. Light dimming facility should be provided wherever it is necessary.
7. All wires used must be FRLS (Fire Retardant with low smoke) type only.

AIR CONDITIONING WORKS: (16 TR HVAC)

1. The area marked for Site Modification work needs to be air-conditioned. Package Air Conditioners may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7.
2. The outdoor units of AC should have grill coverings to prevent theft and damage.
3. Stand-alone Room Dehumidifiers of adequate capacity for CT SIMULATOR Room, Console Room and TPS Room to be provided to ensure condensation-free atmosphere for the high value equipment.

Environment specifications:

- Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
4. Temperature ranges: $22 \pm 2^\circ$ C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.
 5. **Air conditioning load:** The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.

FLOORING WORKS:

1. "600x600 mm vitrified tiles with 100 mm matching tile skirting in CT SIMULATOR Room & Console Room.
Note: Providing and laying approved quality, colour, design and shade fully homogeneous 600 x 600 mm (thickness to be specified by the manufacturer)Vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%)flooring in pattern as detailed in drawing or as directed by the institute and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the institute. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings & Specification."
2. Floor leveling if required to be done by supplier. All installation related floor modification non structural) like Turntable pit, trench etc to be done by supplier.
3. 50 mm thick cement concrete flooring with 3 mm Vinyl flooring in UPS Room / CT Equipment Room
4. The CT SIMULATOR room, Console Room will be made rodent /pest proof.
5. Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying leveling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage.

WALL FINISHING & PAINTING

1. Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas not covered by wall tiles. Colour to be approved by institute.
2. Wall Tiles-High quality density Vitrified Tiles clad on the side walls up to a uniform height of 1200 mm in all rooms; except UPS & equipment rooms. Colour to be approved by institute. Note: Providing all tools, tackles, materials, manpower for applying plastic enamel paint over
3. Coats of wall putty including primer in all areas, of approved brand and manufacture and approved shade finished with roller to wall & ceilings surfaces, in 2 coats over a coat of approved quality primer on the plastered/POP surface, POP board/Gypsum board surfaces including scaffolding, preparation of surface, sanding, light sanding, work platform, painting equipment/apparatus etc. required to complete interior grade finish etc. at all heights & levels complete as per drawings & Specifications.

FALSE CEILING

1. Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. To be finished with white paint or powder coated with white paint, if metallic. The false ceiling panels should be of reputed brands.

MISCELLANEOUS:

1. The CT SIMULATOR room shall be provided with wall-mounted storage cupboards within CT SIMULATOR room; to store: Phantoms, QA Items, CT SIMULATOR accessories.
2. Sufficient number of Open Racks of high Quality vendors should be provided to house the immobilization materials within CT SIMULATOR room
3. The CONSOLE room shall be provided with Wall mounted Storage cupboards with MDF laminate shutters; to be fixed on the wall above the workstation (approx.1800mm length; 750 mm height; 300 mm depth).

FURNITURE:

1. Revolving chairs height adjustable, medium-back with hand-rest for Console room, TPS room - 12 Nos.
2. "Workstation/Tables for Console room & TPS room: The Console room and TPS room should be provided with suitable workstation(s) of reputed brand, to accommodate the various Terminals in Console Room, TPS Room. The Workstation shall be providing with enough power sockets, LAN sockets etc. to enable smooth functioning of the CT SIMULATOR and TPS."
3. Bookshelves: Four-door bookcase with glass doors, height approx 1700mm; to store manuals; CD/DVDs, spares etc-4 Nos.
4. Shoes Rack - 2 Nos.
5. **Price Guarantee:** The supplier shall also give a commitment that the price quoted for the equipment in the tender is the minimum price quoted to any institution in the country for similar terms & conditions; whether Government, semi-Government, autonomous or non-Government; in the recent times (preceding six months) and shall remain so for at least the next six months subject to variations in the foreign exchange rates, if applicable.

SECTION-VII

TECHNICAL SPECIFICATIONS GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) **Five year Comprehensive site warranty** from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 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.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/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.

3. 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.

4. Annual Comprehensive Maintenance Contract () of subject equipment with Turnkey:

- 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. The taxes to be paid extra, to be specifically stated. 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 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 Section XV valid till 2 months after expiry of entire CMC period.
- e) 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. For major equipment the penalty will be as under:
 - i) Liner Accelerator -Rs. 25,000/- per day, 8 hours working basis.
 - ii) Brachytherapy -Rs. 10,000/- per day, (8 hours working basis).
 - iii) CT Simulator -Rs. 10,000/- per day, (8 hours working basis).
 - iv) CT Scan, Gamma Camera -Rs. 10,000/- per day, (8 hours working basis).
 - v) MRI, PET -Rs. 15,000/- per day, (8 hours working basis).
 - vi) X -ray, MMG -Rs 2,000/- per day, (8 hours working basis).

- f) 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.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

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 Hospital/Institution/Medical College concerned. Turnkey details of each Hospital/Institution/Medical College 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 Hospital/Institution/Medical College. **The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.**

The taxes to be paid extra, 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 any.

Note 1: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

Note 2: General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note 3: OPTIONAL ITEMS: Deleted.

Section – VIII
Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

01 Name of the manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a . type test
- b . BIS/ISO certification
- c . any other

08 Details of staff

- a. technical
- b. b skilled
- c. c unskilled

Signature and seal of the Tenderer

Section – IX Qualification Criteria

Bidder minimum Qualification:

1. The tenderer must be a manufacturer or it's authorized Indian Agent. The manufacturer, may authorise agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.

2 a) In case manufacturer quoting directly:

The Manufacturer as a bidder should have supply order/ purchase order at least one order of 25 % of the total quantity the similar/ like nature equipment in last five(5) years from the date of tender opening and equipment working satisfactorily anywhere in India. Bidder shall submit the copy of purchase order, installation report/satisfactory report.

Or

2 b) In case manufacturer quoting through it's authorized Indian Agent:

Authorized Indian Agent as a bidder and manufacturer both should meeting the following;

- (i) The Manufacturer should have supply order/ purchase order at least one order of 25 % of the total quantity the similar/ like nature equipment in last five(5) years from the date of tender opening and equipment working satisfactorily anywhere in India. Manufacturer shall provide the copy of purchase order, installation report/satisfactory report.
- (ii) The Authorized Indian Agent should have at least one supply order/ purchase order of the similar/ like nature of the same manufacturer's equipment in last five (5) years from the date of tender opening and equipment working satisfactorily anywhere in India. Bidder shall submit the copy of purchase order, installation report/satisfactory completion report with their major technical specification.

The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2 (b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.

Note: **"If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012." Traders/resellers/distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.**

2. Tenderer shall submit audited balance sheets for the last three years (2015-16, 2016-17 & 2017- 2018). Annual Turnover statements should be certified by chartered accountant bearing their membership No.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

Tender Reference No. : _____
 Name and address of the Tenderer : _____
 Name and address of the manufacturer : _____

Order placed by (full address of Purchaser/Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**	Mobile number , name & Email ID of equipment user person
				As per contract	Actual			
1	2	3	4	5	6	7	8	

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 in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

Note:

- 1. The purchase order shall be in accordance to section -IX in order to qualify the qualification criteria.**
- 2. The original copy of latest purchaser order along with End user performance certificate / installation certificate is to be colour scan and upload accordingly.**
- 3. Bidder shall provide Mobile number, email ID & name of person who has issue this End user performance certificate / installation certificate in order verify the authenticity of the same, failing which unable to verify the same from end-user and entire responsibility shall rest on bidder.**

Section – X

TENDER FORM

To,

Director, Chittaranjan National Cancer Institute,
Kolkata

Ref. Your TE document No. _____ dt. _____

We, the undersigned have examined the above mentioned TE 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 TE document including all amendment / corrigendum issued till opening of bid. We now offer to supply and deliver goods **as mentioned on attached Annexure AA** 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 further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract. We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us.

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 the all terms and conditions specified in above mentioned TE document, including amendment/ corrigendum issued till opening of bid and withdrawn all conditional terms if anywhere mentioned in the 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 hereby undertake that the spares for the equipment shall be available for at least 10 years from the date of supply.

Signed and sealed

Annexure AA

IFB no _____ dt. _____

Sr no.	Description of goods and Services
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	

Signed and sealed

SECTION - XI PRICE SCHEDULE

A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

	Name of Bidder				IFB no. & dt.	
	Name of Manufacturer				Name of Item	
	Model no.				Item no.	
Sr no.		Qty	Unit cost Rs.	GST age) [%	GST per unit [Amount] Rs.	Total cost all units with GST Rs.
		A	B		C	A x (B+C)
1	Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf	0	0.00	0.00%	0.00	0.00
2	Packing and Forwarding charges	0	0.00	0.00%	0.00	0.00
3	Inland Transportation, warranty cost & Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site i.e. Installation & Commissioning)	0	0.00	0.00%	0.00	0.00
4	Third party Inspection agency i.e. LLOYDS/SGS /Bureau Veritas/ TUV charges for pre delivery inspection.	0	0.00	0.00%	0.00	0.00
	Total Bid Price inclusive of all cost warehouse to Consignee site as per scope of work mentioned in the TE document & inclusive of warranty period (Rs.)				0.00	0.00

Total Bid Price inclusive of all cost in words (Rs.)

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section - XI - Price Schedule C
3. Bidder shall filled all cost i.e. a,b,c... failing which it will presumed that the same is inclusive in the total price and nothing will be paid on this account extra.

SECTION - XI PRICE SCHEDULE

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

Item no. [REDACTED] Equipment Model no. [REDACTED] Name of Bidder [REDACTED] IFB NO. [REDACTED]
 Name of Item [REDACTED] Equipment Make [REDACTED] Name of Manufacturer [REDACTED] Date [REDACTED]

1	2	3	4	5							6				
Item no.	Name of item	Country of Origin	Quantity (Nos.)	Price per unit (Currency)							Total bid Price inclusive of all cost warehouse to Consignee site as per scope of work mentioned in the TE document & inclusive of warranty	Total INR amount	(d+e) x 4	h x 4	
				FOB/FCA price at port/airport of Lading	Carriage & Insurance (port of loading to port of destination) and other incidental costs	Third party Inspection agency i.e. LLOYDS/SGS /Bureau Veritas / TUV charges for pre delivery inspection at manufacturer warehouse**	CIP (name place /port of destination in india)	Full Custom duty amount with IGST**	Custom clearance charges, Loading & unloading at name place/port of entry in India + local transportation and storage to the consignee site + Extended Insurance for a period including 3 months beyond date of delivery**	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site **					Total INR amount
				(a)	(b)	(c)	(d) = a+b+c	(e)	(f)	(g)					h = (f+g)
				Foreign Currency					INR						
			0	0.00	0.00	0.00	0.00	0.00	<input type="checkbox"/> 0.00	<input type="checkbox"/> 0.00	<input type="checkbox"/> 0.00	0.00	<input type="checkbox"/> 0.00		
			0	0.00	0.00	0.00	0.00	0.00	<input type="checkbox"/> 0.00	<input type="checkbox"/> 0.00	<input type="checkbox"/> 0.00	0.00	<input type="checkbox"/> 0.00		

** To be paid in Indian Currency (Rs.)

Name of Foreign Currency for (a,b,c & e)

G.Total

0.00

₹ 0.00

In case Full Custom duty & IGST amount not mentioned in the above format by the tenders, it will presumed that the same is inclusive in total price and nothing will be paid extra to the supplier on this account. The custom duty & IGST will reimbursed only as per SCC clause no. 09

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section - XI - Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition as per terms including custom clearance, payment to custom duty to the custom department, insurance etc.
4. Bidder shall filled all cost i.e. a,b,c... failing which it will presumed that the same is inclusive in the total price and nothing will be paid on this account extra.

Indian Agency Commission - 0.00% FOB/FCA Inclusive in above price

SECTION – XI PRICE SCHEDULE

C) ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

Item no.		Name of Bidder		IFB No.					
Item Name		Name of Manufacturer		Model no.					
Qty. (a)	Annual Comprehensive Maintenance Contract Cost for each Unit year wise* Rs.					Total Annual CMC Cost for each unit for 5 years (Rs.)	GST/Sales Tax/service tax per unit		Total Annual CMC Cost for all unit for 5 years with GST Rs. (h x a)
	1 st	2 nd	3 rd	4 th	5 th		GST %	GST Amount Rs. (h)	
	b	c	D	e	F	g= b+c+d+e+f			
0	□ 0.00	□ 0.00	□ 0.00	□ 0.00	□ 0.00	□ 0.00	0.00%	□ 0.00	□ 0.00

*** After completion of Warranty period**

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for **next 5 years** on yearly basis for complete equipment and Turnkey (if any).
3. 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.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
- 10 Bidder shall mentioned present rate of GST, failing which it will presumed that the same is inclusive in the total price and nothing will be paid on this account extra.

SECTION - XI PRICE SCHEDULE
D) PRICE SCHEDULE FOR TURNKEY

Name of Bidder				Name of Manufacturer		
Item no.				Equipment Model no.		
Name of Item				IFB no.		
Name of item	Brief of Turnkey works	No of Turnkey works	Turnkey cost per unit Rs.	GST/Sales Tax/service tax per unit		Total Turnkey cost for all units included GST Rs.
				%	Amount Rs.	
		a	B		c	(b+c) x a
		0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00

Note: -

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum 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.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions
5. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.

Section XI - Price Schedule

E -Price Schedule for Optional items /Spare Parts/ Consumables

Name of Bidder				Name of Manufacturer					
Item no.				Equipment Model no.					
Name of Item				IFB No.					
Sr no.	Name of item	Name of Part	Qty	Unit cost (Rs.)	GST per unit		Unit cost included GST (Rs.)	Total all units cost included GST (Rs.)	
					%	Amount (Rs.)			
			a	b		c	d= b+c	d X a	
1			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
2			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
3			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
4			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
5			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
6			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
7			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
8			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
9			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
10			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
11			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
12			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
13			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
14			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
15			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
16			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
17			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
18			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
19			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	
20			0	□ 0.00	0.00%	□ 0.00	□ 0.00	□ 0.00	

1. Bidder shall mentioned present rate of GST, failing which it will presumed that the same is inclusive in the total price and nothing will be paid on this account extra.

SECTION - XII**Deleted**

SECTION - XIII
BANK GUARANTEE FORM FOR EMD

To,

HSCC
For & on Behalf of Director,
Chittaranjan National Cancer Institute,
Kolkata

IFB No.	BG no. with date
Name of Item	Amount Rs.
Item no.	Validity

Whereas _____ (hereinafter called the "Tenderer") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "tender") against the purchaser's tender enquiry No. _____

Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which* payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
(2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

- a) fails or refuses to furnish the performance security for the due performance of the contract.
or
b) fails or refuses to accept/execute the contract.
or
c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

**SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM**

To,

HSCC
For & on Behalf
Director, Chittaranjan National Cancer Institute,
Kolkata

Dear Sirs,
Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, 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 further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, 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, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

- Note: 1. This letter of authorisation 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.*

Note:

- **This FORM shall be on the letter head of the manufacturing firm and duly signed and stamped by competent authority and it should be as per the above format only. The original copy is to be colour scan & upload accordingly.**
- **If bidder is self manufacturer than they will filled this form as a self manufacturer.**
- **If bidder is not self manufacturer, they get this FORM from manufacturer and submit accordingly.**
- **Official Email ID of manufacturer form issuing authority shall be provided by the bidder.**

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To

**Director,
Chittaranjan National Cancer Institute,
Kolkata**

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

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

**SECTION - XVI
CONTRACT FORM - A**

Deleted

SECTION – XVI
CONTRACT FORM – B
CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ **dated** _____

Between

(Address of Head of Hospital/Institute/Medical College)

And

(Name & Address of the Supplier)

Ref: Contract No _____ **dated** _____ **(Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)**

In continuation to the above referred contract

2. The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

1 Sr no.	2 Name of Equipment	3 Qty (Nos)	4 Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*. In INR					5 Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (a+b+c+d+e)] In INR
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

Total value (in figure) _____ (In words) _____

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for **next 5 years as** contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, ____ & ____) and Turnkey (if any).
- d) 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.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but 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.
- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

j) **Paying authority:** _____ (name of the consignee i.e. Hospital/ Institute /Medical College's authorised official)

**(Signature, name and address
of Hospital/Institute/Medical College's authorised official)
For and on behalf of _____**

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII
DELIVERY / CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's /HSCC site representative)

The following store (s) has/have been delivered at CNCI- Kolkata –Campus –II:-

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Name of the item supplied : _____
- 4) Quantity Supplied : _____
- 5) Date of goods deliver at CNCI –Kolkata :-----
- 6) Date of goods takeover by Consignee/HSCC : _____
- 7) Signature of Consignee /HSCC : _____
- 8) Seal of the Consignee/HSCC : _____

SECTION – XVIII
Final Acceptance Certificate [Installation, commissioning & Handing over]
(To be given by consignee’s authorized representative)

The following store (s) has/have been installed & commissioned in good working satisfactory condition:

1. Contract No. & date :
2. Supplier’s Name :
3. Consignee’s Name & Address :
4. Name of the item supplied :
5. Installed Commissioned completion date :
6. Name CNCI -Kolkata Representative :
7. Signature of CNCI -Kolkata Representative :
8. Seal of the Consignee

SECTION – XIX AFFIDAVIT/UNDERTAKING

IFB No. _____ dt. _____

We have read and understood the all instructions and all terms and conditions contained in the TE document.

We are fully agree all the terms and conditions of TE document including SIT, SCC, amendment/ corrigendum, technical specification issued till opening of bid. In case, anywhere any conditional terms found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid. Whenever there is a conflict, the acceptance of all terms and conditions of TE document in the tender form/ bid form / affidavit shall prevail only.

We (manufacturer and /or manufacturer authorised agent) shall jointly and severally liable to perform all contractual obligations under the agreement.

We (manufacturer and /or manufacturer authorised agent) confirm that we do not stand deregistered/ banned/ blacklisted/ debarred by any Govt. Authorities in India.

We hereby confirm and certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

We hereby certify that all information and documents submitted in this tender are true to the best of our knowledge and belief and that nothing material has been concealed/ misrepresented. We are solely responsible for its accuracy.

In case, at any stage, any of the information/ document is found to be false/ misrepresentation, we (manufacturer and /or manufacture authorised agent) shall be fully liable and the purchaser/HSCC shall have full right to reject my bid/ cancel the purchase order and / or stop payment / recover the liabilities/ loss if any, from our balance payment /EMD/ performance security etc. We are liable for any action as deemed fit by the purchaser/HSCC in addition to forfeiture of the earnest money/ performance security.

We are fully agreed all the terms and conditions of TE document including amendment/ corrigendum /technical specification issued till opening of bid. In case, anywhere any conditional terms found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid. Whenever there is a conflict, the acceptance of all terms and conditions of TE document in the tender form/ bid form / affidavit shall prevail only.

Signature:

Name:

Designation

Seal:

Note:

- **Original copy of Affidavit is to be submitted as instructed in the tender.**
- **The original document duly signed and stamped is to be scan & upload**
- **To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary**

SECTION - XX**CHECKLIST****Name of Tenderer:****Name of Manufacturer:**

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 415 days from Techno Commercial Tender original Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate/ Installation Reports as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate/ Installation Reports?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 360 days from the Techno Commercial Tender actual Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			
18.	Have you enclosed the Affidavit as per Section XIX of the TE Document?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

**(Full name, designation & address of the person duly authorised sign on behalf of
the Tenderer)
For and on behalf of**

(Name, address and stamp of the tendering firm)

SECTION - XXI
Consignee List

Consignee Code	Medical Institutions	Contact Address.
	Director, Chittaranjan National Cancer Institute, Rajarhat, Kolkata	Director, Chittaranjan National Cancer Institute(CNCI, Campus -II), 37, S.P. Mukherjee Road Kolkata -700026

Section - XXII

BID SUMMARY SHEET

A. If EMD/bid security in the form of Bank Guarantee:

Item no.	BG no.	Date	Amount Rs.	Name of Bank	BG Validity
15	XXXX	XX.XX.2014	XXXX	State Bank of India	XX.XX.2015

- **Name of Bank Manager who has issued BG : Ram Singh**
- **Mobile number of Bank Manager : 1234567890**
- **Email ID of Bank Manager : ram@sbi.com**

Sr. Item no	Quoted qty.	Name of Bidder	Name with full Address of Manufacture	Model no.
15	5	Rama	Sterling	124D

Signature:
Name:
Designation
Seal:

Note: Bidder Summary sheet shall be filled in all respect.

Section - XXIII

Power of Attorney

IFB No.

I -----, *Sole Proprietor' of M/s -----, or Board of Director of M/s -----* hereby authorised *Sh. -----, -----* to sign all tender documents, participate in negotiations, make correspondence and sign all documents to the client and government statutory bodies for approval take decisions.

He hereby authorized to sign and execute the agreement etc. for the works and all other documents relating to the works awarded or being executed by *M/s -----*

Signature of *Sh. -----, -----* is attested below.

Sh. -----

Sole Proprietor/ Board of Director
Sealed

Designation

- **Power of attorney is to be signed by competent authority i.e. Sole Proprietor of the firm or Board of Director of the company.**
- **The original document duly signed and stamped is to be scan & upload.**

Section – XXIV

Bidder Information

Bidder correspondence Address :

Bidder correspondence Email ID :

Bidder contact number :

Bidder contact person :

Manufacture correspondence address :

Manufacture correspondence Email ID :
(who issued Manufacture authorisation form)

Manufacture contact number :

Signature:

Name:

Designation

Seal:

Note: All above information are mandatory.

Section - XXV

INTEGRITY PACT

To,

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

Sub: NIT No. for the work

Dear Sir,

It is here by declared that the Director, CNCI, Kolkata (Purchaser) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

Director,
CNCI, Kolkata

To,

Director,
CNCI, Kolkata

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that the Director, CNCI, Kolkata (Purchaser) is committed to follow the principles thereof as enumerated in the Integrity

Agreement enclosed with the tender/bid document.

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

Director, CNCI, Kolkata (Hereinafter referred as the “Purchaser”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Preamble

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

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

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

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

Article 1: Commitment of the Purchaser/ HSCC

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

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

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

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

Article 3: Consequences of Breach

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

- (1) If the Bidder(s)/ Supplier (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Purchaser after giving 14 days' notice to the Supplier shall have powers to disqualify the Bidder(s)/ Supplier (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Supplier from future contract award processes.

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

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

Article 4: Previous Transgression

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date:

Section – XXVI

Make in India Guideline

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
(Public Procurement Section)

Dated 28th May, 2018
Udyog Bhawan, New Delhi

To
All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.

Department of Industrial Policy and Promotion, in partial modification of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' with immediate effect:-

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

.....Contd. p/2

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Requirement of Purchase Preference : Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder"

- a. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply";
- b. "In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed";
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. "In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

.....Contd. p/3

- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

.....Contd. p/4

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. 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.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

.....Contd. p/5

- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.”
11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
- reduce the minimum local content below the prescribed level;
 - reduce the margin of purchase preference below 20% ;
 - exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
- Secretary, Department of Industrial Policy and Promotion—Chairman
 - Secretary, Commerce—Member
 - Secretary, Ministry of Electronics and Information Technology—Member
 - Joint Secretary (Public Procurement), Department of Expenditure—Member
 - Joint Secretary (DIPP)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257

F.No.31026/36/ 2016-MD
Ministry of Chemicals & Fertilizers
Government of India
Department of Pharmaceuticals

Dated / 18th May, 2018
Janpath Bhawan, New Delhi

Subject: Guidelines for implementing the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, related to procurement of Goods & Services in Medical Devices - reg.

No. 31026/36/2016-MD: Whereas Department of Industrial Policy and Promotion (DIPP), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement(Preference to Make in India) Order (PPO), 2017 vide no. P-4502/2/2017-B.E,-II dated 15.06.2017.

Whereas DIPP, in order to facilitate the implementation of the PPO, 2017, vide D.O. No. P-45021/2/2017-BE-II dated 14.08.2017 has identified Department of Pharmaceuticals (DoP) as the Nodal Department for implementing the provisions of the PPO 2017 relating to goods & services related to Pharmaceuticals Sector. DIPP vide Office Memorandum no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal Ministry for product category Medical Devices shall be Department of Pharmaceuticals.

Whereas Para 3 of PPO, 2017 makes it mandatory for procuring entities to give purchase preference to local suppliers, Para 5 of PPO, 2017 empowers Nodal Ministry to prescribe percentage and the manner of calculation of minimum local content in respect of any particular item relating to medical devices and Para 9 of PPO, 2017 deals with verification of local content.

Now, therefore, DoP issues the following guidelines for implementation of the provisions of PPO, 2017 with respect to public procurement of Goods & Services in Medical Devices:

- 1) **Percentage of Minimum Local Content:** Medical Device Industry (MDI) is a multi-product industry responsible for provisioning of wide variety of crucial medical products ranging from simple tongue depressors & glucometer strips to large radiology & electronic medical equipment. The medical devices industry can be broadly classified as consisting of (a) medical disposables and consumables; (b) medical electronics, hospital equipment, surgical instruments; (c) Implants; and (d) In-Vitro Devices/Diagnostic Reagents. Individually there are around 5000 different kinds of medical devices and it is not practical to prescribe the local content and percentage of preference in domestic procurement for each medical device.

Moreover, DoP needs accurate and reliable data regarding total capacity and production of various categories of medical devices in India, regarding the level

of competition in the market in different segment of medical devices and regarding the processes involved in the manufacture of medical devices for prescribing the percentage of minimum local content for each category of medical devices, for determining the manner of calculation of local content in the medical devices and for determining the purchase preference to be given to local suppliers in the procurement by the public agencies. The percentage of local content, the manner of calculation of the local content and the provision of supplies to be procured from local suppliers may be revised after relevant data in this regard becomes available.

However for the time being, based on the present level of understanding of the medical device market in India and discussion with various industry representatives, DoP in accordance with Para 5 of PPO, 2017 prescribes the following percentages of minimum local content for various categories of medical devices for preference in public procurement:

Category of Medical Devices	% of Minimum Local Content	% of Local Content proposed to be increased in phased manner over next three years
Medical disposables and consumables	50%	50% to 75%
Medical electronics, hospital equipment, surgical instruments	25%	25% to 45%
Implants	40%	40% to 60%
Diagnostic Reagents/IVDs	25%	25% to 45%

- 2) **Manner of calculation of Local Content:** DoP in accordance with Para 5 of PPO, 2017 prescribes the following manner of calculation of local content:
- i. Local content of Medical Device shall be computed on the basis of the cost of domestic components in the device/service compared to the total cost of the device/service. The total cost of product shall be the cost incurred for the production of the medical device including direct component i.e. material cost, manpower cost and overhead costs including profit but excluding taxes and duties.
 - ii. The determination of local content cost shall be based on the following:
 - a) In the case of direct component (material), based on the country of origin
 - b) In the case of manpower, based on domestic manpower
 - iii. The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of multiplication of local content of each goods with the acquisition price of each goods to the acquisition price of combination of goods.
 - iv. Format of calculation of local content shall be as contained in **Enclosure-I**.

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- 3) **Requirement of Purchase Preference:** Purchase preference shall be given to local suppliers by all procuring entities as per provisions laid down in para 3 of PPO, 2017. Further, as per provisions of Para 3(a) of the PPO 2017 i.e. in procurement of goods where sufficient local capacity and local competition exists and estimated value of procurement is Rs 50 Lakhs or less, a list of goods will be issued by this Department in due course. Till the time such a list is issued, provisions of para 3(b) or para 3(c) of PPO, 2017, as applicable, shall apply for all procurements without regard to value of procurement.
- 4) **Verification of Local Content:**
- a) The local supplier at the time of tender, bidding or solicitation shall be required to furnish self-certification of local content in the format as contained in Enclosure-II.
 - b) In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c) In each tender, procuring entity shall clearly mention the details of its competent authority which is empowered to look into procurement related complaints and the fees for such complaints, relating to implementation of PPO, 2017.
 - d) In case a complaint is received by the procuring entity against the claim of a bidder regarding domestic value addition in medical device, the procuring entity shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to DoP to the Grievance Redressal Committee consisting of the following:
 1. Chairman - Joint Secretary (Medical Device) in DoP
 2. Member - Director / Deputy Secretary (Medical Devices) in DoP
 3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSCO
 - e) Any complaint referred to the procuring entity shall be submitted along with all necessary documentation in support of the complaint regarding domestic value addition claimed in medical device and shall be disposed of within 4 weeks of the reference by the procuring entity.
 - f) In case, the complaint is referred to DoP by a bidder or procuring entity, the grievance redressal committee shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring entity. The bidder shall be required to furnish the necessary documentation in support of the local content claimed in medical devices to the grievance redressal committee under DoP within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with procuring entity to establish the bonafides of the claim.
 - g) In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 Lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the

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complaints by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- 5) All other provisions of PPO, 2017 shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.
- 6) These guidelines shall remain applicable for one year or until further orders from the date of its issuance.


(Dinesh Kapila)
Economic Adviser
Ph. 23381927

Calculation of Local Content

Name of manufacturer	Calculation by Manufacturer (Cost per unit of product)		
	Cost Component	Cost (Domestic Component) a	Total Cost b
I.			
II.			
III. Total Cost (Excluding tax and duties)			

Note:

I. **Cost (Domestic Component):** Cost of domestic component may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

II. **Total Cost:** Total cost may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.



Format for Affidavit of Self Certification regarding Local Content in a Medical Device to be provided on Rs. 100/- Stamp Paper

Date: _____

I _____ S/o,D/o,W/o _____, Resident
of _____

do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated 1.8.2018.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Medical devices for which the certificate is produced
- iv) Procuring entity to whom the certificate is furnished
- v) Percentage of local content claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the medical device
- xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii) List and cost of inputs which are imported, directly or indirectly


For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

Section – XXVII

Restrictions on procurement from countries sharing Land Borders with India

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

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

Date: 30th July, 2020

OFFICE MEMORANDUM

**Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017-
Dept. of Expenditure OM No.6/18/2019-PPD dated 23rd July, 2020 -
regarding**

The undersigned is directed to enclose Department of Expenditure's (DoE) OMs No. 6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020 imposing restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 on the grounds of Defence of India and National Security for information and compliance.

2. All the administrative Ministries/ Departments of CPSEs are requested to ensure compliance of the directions issued by DoE by CPSEs under their administrative control.
3. This issues with the approval of competent authority.

K. Mishra

(Kalyani Mishra)
Director
Tel.24362061

Encl.: (DoE's OMs No. 6/18/2019-PPD dated 23rd July, 2020
6/18/2019-PPD dated 23rd July, 2020 &
6/18/2019-PPD dated 24th July, 2020)

To

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

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

डा. टी. वी. सोमनाथन, आई. ए. एस.
सचिव (व्यय)
Dr. T. V. Somanathan, I.A.S.
Secretary (Expenditure)



भारत सरकार
वित्त मंत्रालय
व्यय विभाग
Government of India
Ministry of Finance
Department of Expenditure
नार्थ ब्लॉक, नई दिल्ली-110001
North Block, New Delhi-110001
Tel. : 23092929, 23092663
Fax : 23092546
E-mail : secyexp@nic.in
Website : www.finmin.nic.in



D.O.F.No.6/18/2019- PPD

28th July, 2020

Dear Shri Sailesh,

As you are aware the General Financial Rules (GFRs), 2017 have been amended inserting Rule 144 (xi) which empowers Department of Expenditure to impose restrictions, including prior registration or screening on procurement from bidders from a country or countries on grounds of Defence of India and National Security. The amended Rule provides that no public procurement shall be made in violation of such restrictions. Pursuant to the above, Order (Public Procurement No. 1) and Order (Public Procurement No. 2) were issued vide F.No.6/18/2019-PPD dated 23.7.2020. A clarification was issued in Order (Public Procurement No. 3).

2. Though the GFRs ordinarily do not apply to public sector enterprises, in this instance, as they relate to national security, the orders have consciously been made applicable to all Central Public Sector Enterprises as well. It is, therefore, requested that necessary instructions may be issued by your Department reiterating the applicability of orders stated in Paragraph 1 of this letter to all Central Public Sector Enterprises.

3. Copies of the Orders are attached for case of reference.

With regards,

Yours sincerely,

(T.V. Somanathan)

Encl: **As above**

Shri Sailesh, IAS
Secretary,
Department of Public Enterprises,
160, Udyog Bhawan,
New Delhi: 110011

Copy to: Cabinet Secretary - for information

we may issue
instructions today
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AS(RKC)

47545
29/7/20

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

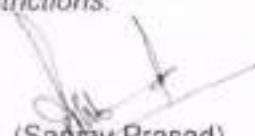
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

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

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

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


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js_pfc2_doe@gov.in
Telephone: 011-23093882

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

1/12

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

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

Order (Public Procurement No. 1)

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

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

Requirement of registration

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

Transitional cases

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

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

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

Incorporation in tender conditions

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

Applicability

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

Definitions

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

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

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

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

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4/12

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

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

Sub-contracting in works contracts

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

Certificate regarding compliance

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

Validity of registration

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

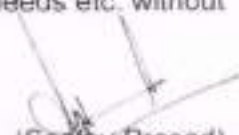
Government E-Marketplace

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

5/12

Model Clauses/ Certificates

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


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

To

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

6/12

Annex I: Competent Authority and Procedure for Registration

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

7/12

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

[*Note:

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

8/12

Annex II: Special Cases

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

9/12

Annex III

Model Clause /Certificate to be inserted in tenders etc.

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

Model Clauses for Tenders

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

Explanation—

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

10/12

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

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

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

Model Certificate for Tenders

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

"/s/

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

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

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

Model Certificate for GeM:

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

12/12

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

161, North Block
New Delhi
23rd July, 2020


Order (Public Procurement No. 2)

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

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

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

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


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js_pfc2_doe@gov.in
Telephone: 011-23093882

To,

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

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

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

Order (Public Procurement No. 3)

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

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

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

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

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

3. The following examples are given to assist in implementation of the Order.

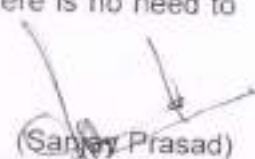
Example 1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the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

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

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

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

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


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

To,

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

F. No. Z.28018/67/2017-EPW
Government of India
Ministry of Health & Family Welfare
(EPW Division)

Nirman Bhawan, New Delhi
Dated: 24.06.2020

OFFICE MEMORANDUM

Sub: Public Procurement (Preference to Make in India) Order, 2017 -Revision reg.

The undersigned is directed to forward herewith a copy of D.O. letter No. P-45021/2/2017-PP(BE-II)(E-1588) Dt. 08th June, 2020 of Secretary, Department of Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, New Delhi regarding changes in Public Procurement (Preference to Make in India) Order 2017 of DPIIT. Copy of DPIIT Order dated 04th June, 2020 is also enclosed.

2. All the procuring entities under administrative control of M/o Health & Family Welfare are requested to strictly comply with the above Order.

Encl: As above.


(C S Bahuguna)
Under Secretary (Proc)
Tel:-23061875

To:

1. PPS to DGHS, Nirman Bhawan, New Delhi
2. PPS to AS&FA, AS&MD, AS(H), AS&DG, MoHFW, Nirman Bhawan, New Delhi.
3. All Joint Secretaries/ EA(NS)/EA(PN)
4. All AIIMS
5. The Director, National Institute of TB and Respiratory Diseases, New Delhi
6. The Director, Vallabhbhai Patel Chest Institute, North Campus, University of Delhi
7. The Medical Superintendents, Safdarjung/Dr.RML/SSKH/KSC Hospital, New Delhi
8. The OSD, Central Medical Services Society, New Delhi
9. The CMD, HSCC (INDIA) Ltd., Corporate Office: E-6(A), Sector-1, Noida (U.P.)-201301.
10. The Chairman & Managing Director, HLL Lifecare Ltd., Thiruvananthapuram, Kerala - 695012 and NOIDA.
11. The DDO (Stores), Medical Stores Organization, Sector-1, R.K. Puram, New Delhi - 110066
12. The Director (CGHS), Dte. General: (CGHS), Nirman Bhawan, New Delhi
13. Director, JIPMER/ PGIMER/ NEIGHRIMS/ RJMS/ NBFW/ FSSAI / NIMHANS, MGIMSKHS
14. The Director, Chittaranjan National Cancer Institute, Kolkata.
15. The Director, CIP, Ranchi.
16. The Director, AIIPH, Mysore.

17. The Director, LGB Regional Institute of Mental Health, Tezpur.
18. Director, NIC, MoHFW for uploading this OM on MoHFW website.

Copy to:

1. PPS to Secretary, HFW
2. PPS to OSD(Health)
3. Deputy Secretary (DVKR), MoHFW.

36

डॉ गुरुप्रसाद महापात्र
DR-GURUPRASAD MOHAPATRA
सचिव
Secretary



भारत सरकार
उद्योग संवर्धन और आंतरिक व्यापार विभाग
राष्ट्रिय एवं उद्योग मंत्रालय
उद्योग भवन, नई दिल्ली-110 011

Government of India
Deptt. for Promotion of Industry and Internal Trade
Ministry of Commerce & Industry
Udyog Bhawan, New Delhi-110 011
Tel. : 23081815, 23061667 Fax : 23061588
E-mail : secy-ipp@nic.in
08th June, 2020

Dear Secretary,

I am writing this regarding recent changes in Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII Order, 2017) of DPIIT.

As you are aware, DPIIT issued PPP-MII Order, 2017 to promote procurement of made in India goods/works/services by central government procuring entities by providing purchase preference to local manufactured items in public procurement and other related measures.

3. Recently, Government of India has taken fresh initiative for "Atmanirbhar Bharat" and as a part of it Hon'ble Finance Minister announced on 12.05.2020 that no global tender shall be issued for procurement for less than Rs. 200 crore. Accordingly, as a major policy initiative, PPP-MII Order, 2017 has been amended to provide that only items with minimum 20% domestic value addition/local content can participate in public procurement unless global bid are invited. Also, items with more than 50% local content will get purchase preference over other items. A copy of the Order as amended on 04.06.2020 is enclosed for your ready reference.

4. I request you to kindly advise all procuring entities, including CPSUs/CPSEs/Autonomous Bodies, under administrative control of your Ministry/ Department to comply with the revised Order. It is also requested to direct all procuring entities to interact with industry associations regarding the proposed changes, share their procurement projection with industry, and advise industry to gear up their capacities/ capabilities to meet projected public procurement demand in accordance with Hon'ble Prime Minister vision of "Atmanirbhar Bharat".

With regards,

Yours sincerely,

(Guruprasad Mohapatra)

Encl: as above.

All Secretaries to the Govt. of India
As per list attached.

On file per
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a.

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10/06/2020

COPIES OF THE JS (MII)
1786784
10/6/2020

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 04th June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017- Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

.....Contd. p/2

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement undertaken by procuring entities.

4. **Exemption of small purchases** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content**: The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference**. The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining **consent of the local supplier in those cases where purchase preference is to be exercised**.
9. **Verification of local content**:
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints
 - f. 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.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
 - h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
10. Specifications in Tenders and other procurement solicitations.
- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
- 13. Manufacture under license/ technology collaboration agreements with phased Indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- 14. Powers to grant exemption and to reduce minimum local content:** The Administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or

- c exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

- 15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

- 16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

- Secretary, Department for Promotion of Industry and Internal Trade—Chairman
- Secretary, Commerce—Member
- Secretary, Ministry of Electronics and Information Technology—Member
- Joint Secretary (Public Procurement), Department of Expenditure—Member
- Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

- 17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

- 18. **Removal of difficulties.** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)

Director

Tel: 23063211

rajesh.gupta66@gov.in

F. No. Z-28018/67/2010-EPW(pt)
Government of India
Ministry of Health & Family Welfare
(EPW Division)

Nirman Bhawan, New Delhi
Dated: 02.11.2018

OFFICE MEMORANDUM

Sub: Public Procurement (Preference to Make in India) Order, 2017 of Department of Industrial Policy & Promotions - regarding.

The undersigned is directed to refer to OM No. Z-28018/67/2017-EPW dated 12.06.2018 forwarding therein Guidelines for implementation of provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017 related to procurement of goods & services in Medical Devices.

2 Department of Pharmaceuticals vide their OM No. 31026/36/2016-MD dated 16.10.2018 has inserted Para 4.1 in the above guidelines as under:

"Every procurement agency should follow the standards laid down by Bureau of Indian Standards, for the medical device concerned, the procurement purposes. Where such standards exist, USFDA/CE certifications etc. shall not be mandated". (Copy enclosed)

3. All the procuring entities under MoHFW are requested to follow the above guidelines for procurement of goods & services in Medical Devices.

End: As Above



(Rajendran Nair) M.B.
Under Secretary (EPW)
Tel: 23061436

To:

- 1) PPS to DGHS, Nirman Bhawan, New Delhi
- 2) PPS to SS&FA, AS&MD, AS(H), AS&DG, MoHFW, Nirman Bhawan, New Delhi.
- 3) JS(SP)/ JS(LA)/ JS(SK)/ JS(MA)/ JS(VS)/ JS(SS)/ JS(VG)//JS(AS)/ JS(NACO)/ JS(PP)/ JS(GM)/EA (PN)
- 4) The Director, AIIMS, New Delhi/ Patna/ Bhubaneshwar/ Raipur/ Bhopal/ Jodhpur/ Rishikesh.
- 5) The Director, National Institute of TB and Respiratory Diseases, New Delhi
- 6) The Director, Vallabhbhai Patel Chest Institute, North Campus, University of Delhi
- 7) The Medical Superintendents, Safdarjung/Dr.RML/SSKH/KSC Hospital, New Delhi
- 8) The DG & CEO, Central Medical Services Society, New Delhi
- 9) The CMD, HSCC (INDIA) Ltd., Corporate Office: E-6(A), Sector-1, Noida (U.P.)- 201301.
- 10) The Chairman & Managing Director, HLL Lifecare Ltd., Thiruvananthapuram, Kerala - 695012.
- 11) The DDG (Stores), Medical Stores Organization, Sector-1, R.K. Puram, New Delhi - 110066
- 12) The Director (CGHS), Dte. General: (CGHS), Nirman Bhawan, New Delhi

AS&FA
Sri Venkatesh
Sri Venkatesh
18/11

F. No. Z.28018/67/2017-EPW
 Government of India
 Ministry of Health & Family Welfare
 (EPW Division)

Nirman Bhawan, New Delhi
 Dated: 05.11.2019

OFFICE MEMORANDUM

Sub: Implementation of Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT -reg.

The undersigned is directed to refer to minutes of 8th Standing Committee meeting of DPIIT held on 10.10.2019 to review the implementation of Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII). It is observed that in-spite of this office OMs dated 14.01.2018, 23.02.2018, 26.02.2018, 02.11.2018 & 25.10.2019, procuring entities are still incorporating restrictive and discriminatory clause of mandatory USFDA/European CE certification in procurement of health sector goods.

Standing Committee has directed that stipulation of mandatory exclusion clause like USFDA/European CE certified products is restrictive and discriminatory for local manufacturers and hence policy should be discontinued forthwith.

All the procuring entities under MoHFW are requested to strictly comply with the provisions of PPP-MII Order, 2017 and desist from such restrictive and discriminatory clauses.

[Signature]
 (Rajendran Nair M.B.)
 Under Secretary (EPW)
 Tel:-23061436

RA to SA
may we discuss it.

1. Sr. CGMS
2. Procurement Corp
18/11

- To:**
1. PPS to DGHS, Nirman Bhawan, New Delhi
 2. PPS to AS&FA, AS&MD, AS(H), AS&DG, MoHFW, Nirman Bhawan, New Delhi.
 3. JS(SP)/ JS(LA)/ JS(SK)/ JS(MA)/ JS(RS)/ JS(SS)/ JS(VG)/ JS(MKB)/JS(NACO)/ JS(PP)/ JS(GM)/JS(RS)/ EA (PN)/EA(NS).
 4. The Director, AIIMS, New Delhi/ Patna/ Bhubaneshwar/ Raipur/ Bhopal/ Jodhpur/ Rishikesh.



322-EDLF&A
18/11/19

For Compliance
18/11/19
DM(BMB)
DM(CB)
M/P
DM(BMB)

[Signature]
18/11/19