

NOTICE INVITING QUOTATION

**FOR PURCHASE OF PROPRIETARY
MEDICAL EQUIPMENT**

**Under Expansion of
Sports Injury Centre, New Delhi**

On E-Tender Basis

HSCC/PUR/Medical Equipment/SIC/2023/01 Dated 28.08.2023

By



HSCC (INDIA) LTD

(Subsidiary of NBCC (India) Ltd)

(A GOVERNMENT OF INDIA ENTERPRISE)

Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301

PHONE: 0120-2540153

FAX: 0120-2542447

URL: www.hsccltd.com

SECTION- I

NOTICE INVITING QUOTATION (NIQ)
For NATIONAL TENDER ENQUIRY DOCUMENT
HSCC (INDIA) LTD
(A GOVERNMENT OF INDIA ENTERPRISE)
 Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301

PHONE: 0120-2540153

FAX: 0120-2542447

URL: www.hsccltd.co.in

**Procurement of Medical Equipment for Expansion of Sports Injury
 Centre, New Delhi**
GOVT OF INDIA
UNDER MINISTRY OF HEALTH & FAMILY WELFARE

Tender Enquiry No.: HSCC/Medical Equipment/SIC/2023/01

Dated 28.08.2023

HSCC (India) Ltd for & on behalf of Ministry of Health & Family Welfare, Govt. of India invites **On-line Notice Inviting Quotation for Proprietary Item**, in single stage system for supply, installation, testing, commissioning & handing-over of Medical Equipment under **Expansion of Sports Injury Centre (SIC), New Delhi (under Ministry of Health & Family Welfare, Govt. Of India, New Delhi)**:

I. INTENSIVE CARE UNIT

S. No.	NAME OF EQUIPMENT	Qty.	Estimated Price (₹)	EMD (INR)
1.	Hot Magner	6	60,00,000	1,20,000

Sl. No.	Description	Schedule
i.	Closing date & time for receipt of Tender	04.09.2023, 1430 hrs IST
ii.	Time and date of opening of (NIQ)	04.09.2023, 1500 hrs IST
iii.	Venue of Opening of Techno Commercial Tender	HSCC (India) Ltd, E -6 (A), Sector -1 , Noida

1. The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges. The bidders may prepare a banker cheque/Draft in favour of HSCC (India) Ltd. Office at Noida, payable at Noida/Delhi and deposit it. In order to submit the bids electronically bidders are required to have type-II Digital Signature Certificate. Digital Signature can be obtained from any of the certifying agency.

The tenderer shall submit all the necessary documents in physical form (with respect to few documents as mentioned in the SIT) in parts/covers as mentioned below:

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

- (i) EMD
- (ii) Affidavit as per Section XIX
- (iii) Technical compliance for the quoted goods vis-à-vis the Technical specifications and with all related brochures/catalogues in the tender enquiry, technical bid.

Part-II Online

- (i) Power of Attorney
- (ii) Tender Form as per section VI.
- (iv) Manufacturers Authorization Form VII
- (v) Affidavit as per Section XI
- (v) Technical compliance for the quoted goods vis-à-vis the Technical specifications.
- (vi) Name, address and details of account with respect to bidder. Copy of PAN. Certificate of Incorporation/Declaration being a proprietary firm.
- (vii) Audited Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account). Certificate of Regn. Issued by Directorate of Industries/NSIC, if SSI unit

Price Bid (Only online).

- Price Schedule
- CMC Price Schedule
- Like to Like Price Reasonableness (Last Purchase Order) as per format.

5. To participate in the submission against the tender, it is mandatory for the Applicants to get digital signature and get themselves registered with e-tendering system.

6. Complete set of NIQ Documents has been made available at E-Tender portal <https://hsc.enivida.com>, www.hsccltd.com for downloading. The cost the Tender Enquiry Document is **free of cost**. Tenderer may download the Notice Inviting Quotation from the website and submit its tender online after logging in to their user ID. The bidders are required to be registered

at HSCC e-tender portal <https://hsc.enivida.com>. Please log on to <https://hsc.enivida.com> only for uploading its tender on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal <https://hsc.enivida.com>.

7. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids.

11. Tenderers shall ensure that their tenders, complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.-201301 on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.

12. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organisation, the physical form of tenders will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website <https://hsc.enivida.com> & www.hsccltd.com for corrigendum/amendments etc., if any, as these there no separate advertisement for them.

4. Purchaser/HSCC reserves the right to annul the tendering process at any stage without assigning any reason thereof.

**GM (Proc),
HSCC (India) Ltd**

Section-I

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. Availability of Funds

Expenditure to be incurred for the proposed purchase will be met from the funds available with the Buyer.

2. Language of Bid

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the buyer, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Amendments to a Bidding documents

At any time prior to the deadline for submission of bids, the buyer may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it and the same shall be binding on the bidders.

4 GST (Goods & Services Tax)

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to maximum of quoted GST%.

5. Scrutiny of Bids

6.1 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and may be ignored;

- i. Bid form as per Section VI not enclosed.
- ii. Bid validity is shorter than the required period.
- iii. Bidder has quoted for goods manufactured by other manufacturer(s) without the desired Manufacturer's Authorization Form as per Section VIII.
- iv. Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like delivery terms, delivery schedule, payment terms, liquidated damages clause, warranty clause, dispute resolution mechanism, declaration(s) and applicable law.

6.0 The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:

- i) Account Payee Demand Draft/ Banker's cheque
- ii) Fixed Deposit Receipt
- iii) Bank Guarantee
- iv) Insurance Surety Bond

7.0 The Demand Draft or Banker's Cheque or Fixed Deposit Receipt shall be drawn on any commercial bank in India or country of the bidder, in favour of the "HSCC (India) Ltd"(as indicated

bid document) payable at New Delhi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section VII in this document.

8.0 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 120 days, the EMD shall be valid for 165 days from the original last date for submission of the tender/bid.

9.0 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

14 Comparison of Bids

14.1 Unit Prices for all optional items/accessories/services (if any) asked in the tender specifications must be quoted separately by all the bidders in their price bid. Such unit prices after multiplying by the required quantity shall be added and taken into consideration for comparison and ranking of bids

14.2 The comparison of bids will be, as specified in the Technical specification(s). However, at the time of award of contract, the value of award (bid value/contract value) shall be limited to the upfront charges payable by the exchequer for Supply, Installation, Testing & Commissioning value only on DDP basis which is inclusive of warranty and any other item(s)/services detailed for upfront purchase in the technical specifications. The cost of any other parameters like CAMC price beyond the warranty period, cost of any Consumables, any other recurring expenditure, etc. which have been considered for ranking of bids or for freezing of rates shall not be part of tender/award/bid/contract value.

15. AWARD OF CONTRACT

15.1 Purchaser's Right to accept any bid and to reject any or all bids. - The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

17. CORRUPT OR FRAUDULENT PRACTICES - Corrupt or Fraudulent Practices

17.1 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

defines, for the purposes of this provision, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

“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 bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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.

SECTION – II
SECTION – II PRICE SCHEDULE, OPTION-1
A) PRICE SCHEDULE FOR DOMESTIC GOODS or GOODS OF FOREIGN ORIGIN
LOCATED WITHIN INDIA

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)					6 Total Price (at Consignee Site) basis (Indian Rupees) 4 x 5(f)
				Ex - factory/ Ex-warehouse /Ex-showroom /Off - the shelf (a)	GST (b)	Packing and Forwarding charges (c)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (e)	

Total Tender price in Indian Rupees:

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. Specify HSN Codes: (_____)

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

SECTION – II
SECTION – II PRICE SCHEDULE, OPTION-II
A) PRICE SCHEDULE FOR DOMESTIC GOODS or GOODS OF FOREIGN ORIGIN
LOCATED WITHIN INDIA

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)					6 Total Price (at Consignee Site) basis (Indian Rupees) 4 x 5(f)
				Ex - factory/ Ex-warehouse /Ex-showroom /Off - the shelf (a)	GST (b)	Packing and Forwarding charges (c)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (e)	

Total Tender price in Indian Rupees:

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. Specify HSN Codes: (_____)

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

SECTION – II PRICE SCHEDULE
B) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE
MAINTENANCE CONTRACT AFTER 5 YEARS WARRANTY PERIOD

1	2	3	4					5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)] (Indian Rupees)
			1 st	2 nd	3 rd	4 th	5 th	
			a	B	c	d	E	

* 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. 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.
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.

Name _____
Business Address _____

Place: _____ Signature of Tenderer _____
Date: _____ Seal of the Tenderer _____

PRICE JUSTIFICATION - Name of Item

IFB No. :

Name of Item :

L-1 Bidder :

	NAME OF BIDDER : NAME OF ITEM :	HSCC	Past Purchase Order
	NAME OF ITEM :	Tender Ref.: Mention Reference No: Model: Make:	Tender Ref.: Model: Make:
<i>Main Equipment</i>			
	Description		
1	Unit Price in ₹		
	Brief description of major components of the equipment:		
a	ATS CYLINDRICAL CUFF 12" DPSB	Included	Included
b	ATS CYLINDRICAL CUFF 18" DPSB	Included	Included
c	ATS CYLINDRICAL CUFF 24" DPSB	Included	Included
d	ATS CYLINDRICAL CUFF 30" DPSB	Included	Not Included (9,044)
e	ATS CYLINDRICAL CUFF 34" DPSB	Included	Not Included (18,938)
f	ATS CYLINDRICAL CUFF 42" DPSB	Included	Included
	Unit Price in ₹		
	Warranty		
	CMC	(CMC for 5 Years)	(CMC for 5 Years)

From the above Like - to Like price comparison / Justification following are the observations

I. BASE PRICE

1 Base Price in HSCC Tender ₹

Base Price in Past Purchase Order ₹

Conclusion Base Price quoted by is **Lower / Higher** in HSCC Tender

II. CMC

CMC charges in HSCC Tender in ...

CMC charges in Past Purchase Order is

Conclusion CMC Price quoted is **lower / higher** in HSCC Tender

SECTION - III

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

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser/buyer'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/buyer in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding 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.

3. Patent Rights

3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser/buyer, 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, trademarks etc. being made against the purchaser/buyer, the purchaser/buyer 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/buyer.

4. Country of Origin

The country of origin may be specified in the bid.

5. Performance Security

5.1 Within Thirty (30) days from date of the issue of contract by the Purchaser/buyer, the supplier, shall furnish Performance Security to the Purchaser/buyer for an amount equal to three percent (3%) 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.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

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, this document in favour of the Purchaser/buyer. 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 CAMC security, the amount

of the performance security is liable to be forfeited. The needful will be done 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 fifteen (15) 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 5 years Comprehensive Annual Maintenance Contract with respective consignees, 3 (three) months prior to the completion of 5 years Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub clause above, the Purchaser/buyer 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 CAMC security in favour of concerned Director, Sports Injury Centre Expansion, New Delhi.

6. Technical Specifications and Standards

6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' of this document.

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. 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 in SCC under Section IV, 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:

- Contract number and date
- Brief description of goods including quantity
- Packing list reference number
- Country of origin of goods
- Consignee's name and full address and
- Supplier's name and address

8. Inspection, Testing and Quality Control

8.1 The purchaser/buyer and/or its nominated representative(s) will, without any extra cost to the purchaser/buyer, 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/buyer 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 and lodging will be borne by the purchaser/buyer 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, and if same is accepted by Purchaser/Consignee, 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 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/buyer.

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/buyer and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.

8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser/buyer's inspector well ahead of the contractual delivery period, so that the purchaser'/buyer's inspector is able to complete the inspection within the contractual delivery period.

8.5 If the supplier tenders the goods to the purchaser/buyer'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/buyer'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-dispatch 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/buyer and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's /buyer right to reject the same later, if found deficient in terms of the warranty clause of the contract.

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 goods offered:

The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser.

11. Insurance

11.1 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:

In case of supply of domestic goods on Free Delivery at Consignee's 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 warehouse to warehouse (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 have to be 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/End User, 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 buyer/End User 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 buyer/End User before such discontinuation to provide adequate time to the purchaser/buyer to purchase the required spare parts etc., and

ii) Immediately following such discontinuation, providing the buyer/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the buyer/End User.

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

13. Incidental services

13.1 The supplier shall be required to perform the following services:

- i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- ii) Turnkey work (if any).
- iii) Training of Consignee's/End Users 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

A) 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) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Four Copies of packing list identifying contents of each package;
- (iii) Insurance Certificate as per GCC Clause 11.
- (iv) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Any other document(s) as and if required in terms of the contract.

15. Warranty and CAMC

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/buyer 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/buyer'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 include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-

All kinds of Motors.

Plastic & Glass Parts against any manufacturing defects.

All kinds of sensors.

All kinds of coils, probes and transducers.

Printers and imagers including laser and thermal printers with all parts.

UPS including the replacement of batteries.

Air-conditioners

15.5 In case of any claim arising out of this warranty and CAMC period the Purchaser/Consignee shall promptly notify the same in writing to the supplier.

15.6 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/buyer for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per conditions laid down in the Bidding Document.

15.7 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 up to the completion of the original warranty period of the main equipment.

15.8 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/buyer may proceed to take such remedial action(s) as deemed fit by the purchaser/buyer, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser/buyer may have against the supplier.

15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.

15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser/buyer and the Supplier for the period as mentioned in Bidding Document after the completion of warranty period.

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

15.12 The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers/buyer of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

15.13 5 Years Warranty & 5 Years CMC

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/buyer in writing of all sub contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid 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.

18. Modification of Contract

18.1 If necessary, the purchaser/buyer 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:

Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser/buyer,

Mode of packing,

Incidental services to be provided by the supplier

Mode of dispatch,

Place of delivery, and

Any other area(s) of the contract, as felt necessary by the purchaser/buyer 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/buyer the supplier shall convey its views to the Purchaser/buyer within twenty-one days from the date of the supplier's receipt of the Purchaser/buyer'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 bid and incorporated in the contract except for any price adjustment authorized.

20. Taxes and Duties

Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser/buyer.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made through electronic transfer in NEFT/RTGS 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 Indigenous Goods (M&E).

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

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:

- i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section X of bidding document in original issued by the authorized representative of the consignee;
- (ii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11
- (vi) Certificate of origin.

On Acceptance: Balance 20% payment would be made against "Consignee Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

Payment for Comprehensive Annual Maintenance Contract Charges: The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment valid till 2 months after expiry of entire CAMC period.

22. Delivery

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/buyer 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 no later than the date(s) as specified in the contract.

22.2 Subject to the provisions, 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:

Imposition of liquidated damages,
Forfeiture of its Performance Security and
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/buyer in writing about the same and its likely duration and make a request to the Purchaser/buyer for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/buyer 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, interalia contain the following conditions:

The Purchaser/buyer shall recover from the supplier, 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 GST 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/buyer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and GST 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/buyer for extension of delivery period and obtain the same before dispatch. 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/buyer.

Passing of Property

The property in the goods shall not pass to the purchaser/buyer unless and until the goods have been delivered to the consignee in accordance with the contract.

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.

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

23. Liquidated Damages

23.1 Subject to clause of Force Majeure, if the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/buyer shall, without prejudice to other rights and remedies available to the Purchaser/buyer 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, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/buyer may consider termination of the contract.

Since the 10% damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.

24. Termination for Default

24.1 The Purchaser/buyer without prejudice to any other contractual rights and remedies available to it the Purchaser/buyer, 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/buyer pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 The Performance Security in such cases will be forfeited.

24.3 Unless otherwise instructed by the Purchaser/buyer, 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/buyer 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/buyer.

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, 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/buyer in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/buyer 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/buyer is unable to fulfil its contractual commitment and responsibility, the Purchaser/buyer 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/buyer reserves the right to terminate the contract, in whole or in part for its Purchaser'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/buyer. The notice shall also indicate interalia, 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/buyer following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/buyer 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. 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 Facsimile/email 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 appointed by **mutually by the parties**. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-).

30.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.5 Jurisdiction of the court will be from 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 contract 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.

33. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

SECTION – IV**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.

Added Para:

1. Performance Security

1.1 Following are the details for submission of necessary SFMS from BG issuing Bank in case the Performance Security is submitted in form of Bank Guarantee (BG):

Name of Beneficiary: The Director –Sports Injury Expansion

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

SECTION- V**a) For Indigenous goods or for imported goods if supplied from India:**

60 days from date of Notification of Award (Tenderers may quote earliest delivery period).

b) Installation & commissioning within 15 days of receipt of goods at site.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied
As per clause.

If the Equipment delivery gets delayed due to site related issues, the supplier must get the revised tentative delivery date duly vetted by the consignee. Site Readiness means that the site is ready in all aspects for successful delivery, installation and commissioning.

Part II: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13.

Part III: Turnkey Work (if any) as per details in Technical Specification.

Part IV: Warranty period will start from the date of installation, commissioning and acceptance.

Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

Part VI:

Part V: Required Terms of Delivery and Destination.

Free Delivery at Consignee Site

The Consignee details are as under but the supplier is required to deliver the goods at the designated site in the floor and building of concerned Departments:

Director,
Sports Injury Expansion
New Delhi

SECTION – VI

BID FORM

To

GM(Proc.)
 HSCC (India) Ltd
 Through Director, Sports Injury Centre Expansion, New Delhi

Ref. Your Bid no. _____ due for opening on _____

We, the undersigned have examined the above mentioned bidding document, including amendment/corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bidding documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form & all other terms and conditions as mentioned in bidding document for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the “Quotation” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid 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 bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

We confirm that we fully agree to the terms and conditions specified in the above mentioned bid document, including amendment/ corrigendum if any.

“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 bid security.”

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Mobile Number _____

E mail address _____

Date: _____

Seal of the Bidder _____

SECTION – VII

MANUFACTURER’S AUTHORISATION FORM

To,
 GM (Proc.)
 HSCC (India) Ltd
 Through Director, Sports Injury Centre Expansion, New Delhi

Dear Sir,

Ref: Your Bid no. _____ dated _____

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

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

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

We also hereby extend our full 5 years warranty, 5 Years CAMC for the goods and services offered for supply by the above firm against this TE document.

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

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

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note:

1. This letter of 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.

SECTION – VIII

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
 (Hereinafter called the “Bidders”)
 Has submitted its Bid dated _____ for the supply of _____
 (Hereinafter called the “Bid”)
 Against the purchaser’s ATE No. _____

Know all persons by these presents that we _____ having our
 registered office at _____
 (Hereinafter called the “Bank”)
 HSCC (India) Ltd, New Delhi.
 (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:

If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period
 of validity of this Bid.

If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its
 validity:-

if the bidder fails or refuses to furnish the performance security for the due performance of the contract
 or

if the bidder fails or refuses to accept/execute the contract or

if it comes to notice at any time, that the information/documents furnished in its Bid are false or
 incorrect or 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 more the three
 conditions, specifying the occurred condition(s).

This guarantee will remain in force upto _____ (insert date of additional forty-five days after
 Bid validity) and any demand in respect thereof should reach the Bank not later than the above date.

.....
 (Signature with date of the authorized officer of the Bank)

.....
 (Name and designation of the Officer)

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

SECTION – IX

CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store (s) has/have been received in good condition:

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with
telephone No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized
Representative of Consignee :

- 8) Signature of Authorized
Representative of Consignee with date :

- 9) Seal of the Consignee : _____

SECTION – X

CONSIGNEE ACCEPTANCE CERTIFICATE
(To be given by consignee's authorized representative)

This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

Contract/Purchase Order No. & date: _____

Supplier's Name: _____

Consignee's Name & Address: _____

Name of the item Supplied : _____

Quantity Supplied : _____

Date of Receipt by the Consignee : _____

Date of Site Handover by Consignee for installation/commissioning : _____

Date of Installation/Commissioning and Acceptance of Equipment: _____

The supplier has fulfilled its contractual obligations satisfactorily

OR

The supplier has failed to fulfill its contractual obligations with regard to the following:

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature of Authorized Representative of Consignee with date: _____

Name and designation of Authorized Representative of Consignee: _____

Seal of the Consignee: _____

SECTION – XI

Affidavit for correctness of Documents/ Information, which also certified the participating firm/bidder have not blacklisted/ holiday list/ barred /banned from tendering by Organization

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly attested by Notary Public)

Affidavit of Mr.S/o.....
R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for (*Name of work*)..... To HSCC are genuine and true and nothing has been concealed.
3. I shall have no objection in case HSCC verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case HSCC demands so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, HSCC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case HSCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, HSCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company has not been blacklisted/holiday list/barred/banned from tendering by any government or government agency or public sector undertaking or judicial authority/arbitration body at any time during the last five years ending last day of the month previous to the one in which the tenders are invited.

I hereby confirm that no quality related matter/court case/investigation/arbitration is pending in any project executed by us for any government or government agency or public sector undertaking or Judicial authority/arbitration body.

It is also certified that I/We Shall be liable to be debarred/ disqualification/ terminated in case any information furnished by me/us is found to be incorrect.

8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

DEPONENT

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

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

Technical Specification & General Terms & Conditions for Bidder

HOT Magner Specification on Last Page of Quotation

General Terms & Conditions for Bidder :

1. System should be European CE Certified with four digit notified body number/ USFDA/BIS approved.
2. Inadvertent use of only USFDA in all specifications draft by medical equipment committee to be omitted or not taken and should be read as and/or others as above in point 1
3. Medical grade stainless steel/titanium or other certified materials (Satisfying above certification) must be used for all instruments and machinery in mandate of Medical Equipment committee for SIC expansion
4. AERB approved (for C-Arm)
5. 5 Years Comprehensive onsite warranty of entire system (Spare and labor) including X-ray tube (For C-Arm) and all accessories and civil, electrical and air conditioning works followed by 5 Year CMC.
6. Company should confirm the availability of spare parts for 10 years from the date of supply of the equipment.
7. Company should have 24*7 call support facility.
8. List of spare parts with cost must be provided.
9. Should confirm to IEC Standard for requirement of safety for electromagnetic compatibility.
10. Physically Demonstration is essential.
11. Warranty 5 years in Arthroscopies subject to physical damage and wear & tear and 5 year for hand held instruments of arthroscopy subject to physical damage and wear & tear.
12. Warranty 5 years + CMC 5 Years in all other terms of this committee.
13. L1 will include CMC cost also.
14. Preventive maintenance every 3 months with log book entry.
15. The quality of supplied of instrument/equipment should be strictly same as given for physical demonstration /inspection failing that the company /dealer will be black listed for 5 years for participating in tender process of hospital. 6 / 22
16. Turnkey /installation wherever required to be done by company and included in cost.
17. Freeze rate of consumables for 10 years.
18. Technical specification to be kept on site for 21 days public domain for comment of stakeholder.
19. Pre bid meeting to be held of all stakeholders and modifications if needed may be required.
20. On site training for equipment usage to be done wherever needed.
21. Patient and user safety and compensatory clause for all medical machinery of this committee This should be besides the safety checks and mechanism already essential in every medical machinery.
22. Service centre authorized by manufacturer should be located in Delhi/NCR and should provide service and repair as soon as possible within 24 hrs to ensure patient safety.
23. All electrical equipment should confirm to latest electromagnetic safety standards for medical equipment.
24. The equipment with all its components will have warranty for period 5 years from the date of handing over the fully functional unit and all the accessories supplied to the institution. Everything irrespective of nature that is supplied by the vendor will be under warranty. The equipment which has multiple components should be quoted as whole and by single vendor.
25. During the warranty period the desired uptime of 95% of 365 days (24 hrs basis) will have to be ensured with maximum of 5 working days of downtime at a stretch. In case the downtimes exceeds

the 5 % limit in a year or more than 5 days at a stretch.(Which ever is applicable) extension of warranty period of double excess down ti me period will be carried out.

26. CMC (Comprehensive Maintenance Contract) the post warranty (After 5 years) CMC should be comprehensive for all components (everything irrespective of nature which is supplied by the vendor under guarantee) inclusiv e of X-Ray Tubes (For C-Arm) with 95 % up time and extension of CMC period by double the downtime in excess of 5%.

27. Participating bidders should be submit a good performance certificate from institution and a certificate that it is submitting the medical item to the user at the lowest cost with a supply order to that effect preferably of a government institution. Supply order attached in respective medical item files may also be considered.

28. All procedures laid down by CVC and as per recent applicable GFR rules of Govt. of India are to be followed in case of proprietary medical items.

29. It was also agreed and affirmed that all items should have complete and latest software provided with medical equipment items and it should be freely upgraded by the supplier for 10 years.

30. The equipment of physiotherapy and sports medicine should be paraathlete friendly.

HOT MAGNER

(MAGNETIC FLUX, VIBRATIONS & HEAT THERAPY UNIT)

DPR Item No.: 31

Cost per equipment: Rs 10,00,000

No. Of units: 6

Total cost: Rs 60,00,000 (As in DPR)

Hot magner uses Therapeutic magnetic flux, Vibrations & Heat helps in improved blood flow and metabolism and faster healing. Thus helpful in reducing pain, especially after fractures, rheumatism, hernia of intervertebral disc, articular neuralgia etc.

Technical Specifications:

1. Unit should be capable of generating Therapeutic magnetic flux, Vibrations & Heat for physiotherapy purpose.
2. Unit should have 2 to 4 channels.
3. Unit should have an in built (a minimum of) four step temperature control of 35° Centigrade, 43° Centigrade, 50° Centigrade & 60° Centigrade.
4. Unit should have at least Three (03) Therapeutic Vibrations Modes i.e. Micro vibrations(times/second) at the rate of Ripple wave(71/sec), Random wave(127/sec) & Big wave(64/sec).
5. Unit should be provided with two (02) sets of standard magner pack along with pack cover, two (02) Magnetic belts (to fit Small to extra large size), One (01) Magnetic Detector and standard accessories.
6. Should be provided with mobile cart which should have a minimum of three shelves to store the magner packs & magnetic belts.
7. Power cable should have a minimum length of 300 cms and capable of operating at 220-240v.
8. Should have CE and or USFDA and or BIS and or Appropriate Indian Safety & Quality, electrical standard Certification.

(DR. R. KADG)

(DR. AJAY)

(DR. SAHA)

(DR. SAHA)

(DR. BORAH)

(DR. ANKIT)

(DR. D. JOSHI)

(B K NAYAK)

(DR. SINHA)

(DR. A.K. NAIK)


(DR. DHANAG)

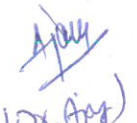
(DR. DAVINDER)

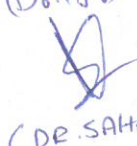
(Mr. Danish Mohd)

1. GENERAL SPECIFICATIONS (terms and conditions) FOR physiotherapy and sports medicine, C-ARM , BATTERY DRILL,ARTHROSCOPES,MEDICAL EQUIPMENTS AND AUTOCLAVES(as per minutes 01/10/2019,15/10/2019,22/10/2019,31/10/2019 &07/11/2019 ,04/08/2020 over and above general specification by tendering authority)-TO BE FOLLOWED IN ALL MEDICAL EQUIPMENT ITEMS ON SIC EXPANSION.

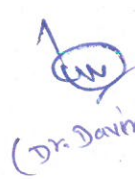
- 1) System should be ECE / US FDA/BIS approved.
- 2) Inadvertent use of only US FDA in all specifications drafted by medical equipment committee to be omitted or not taken and should be read as and /or others as above in point 1.
- 3) Medical Grade Stainless steel / titanium or other certified material (satisfying above certification) must be used for all instruments and machinery in mandate of medical equipment committee for SIC expansion.
- 4) AERB approved.(For C-Arm)
- 5) 5 year comprehensive onsite warranty of entire system (Spare and labour) including X-ray tube (For C-Arm) and all accessories and civil, electrical and air conditioning works followed by 5 year CMC.
- 6) Company should confirm the availability of spare parts for 10 years from the date of supply of the equipment.
- 7) Company should have 24 x 7 call support facility.
- 8) List of spare parts with cost must be provided.
- 9) Should conform to latest IEC standard for requirement of safety for electromagnetic compatibility.
- 10) Physical Demonstration is essential.
- 11) Warranty 2 years in Arthroscopes subject to physical damage and wear &tear, and 1 year for Hand held Instruments of arthroscopy subject to physical damage and wear &tear ;
- 12) Warranty 5 years + CMC 5 years in all other items of this committee.
- 13) L1 will include CMC cost also;
- 14) Preventive maintenance every 3 months with log book entry;
- 15) The quality of supplied of instrument / equipment should be strictly same as given for physical demonstration / inspection, failing that the company / dealer will be black listed for 5 years for participating in tender process of hospital.
- 16) Turnkey/installation wherever required to be done by company and included in cost.
- 17) Freeze rate of consumables for 10 years
- 18) Technical specifications to be kept on site for 21 days public domain for comments of stakeholders.
- 19) Prebid meeting to be held of all stakeholders and modifications if needed may be considered.
- 20) On site training for equipment usage to be done wherever needed.
- 21) Patient and user Safety and compensatory clause for all medical machinery of this committee. This should be besides the safety checks and mechanism already essential in every medical machinery.
- 22) Service centre authorized by manufacturer should be located in Delhi NCR and should provide service and repair as soon as possible within 24hrs to ensure patient safety.

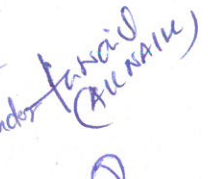

(Dr. R. Singh)

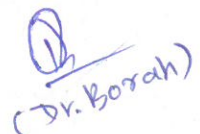

(Dr. Aggarwal)


(Dr. SAHA)

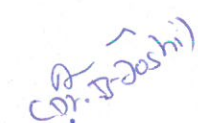

DR N. SINGH

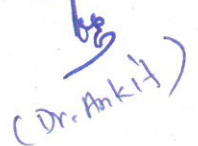

(Dr. Davinder)

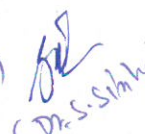

(ANAND)

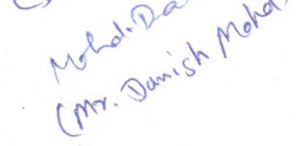

(Dr. Borah)


DR J. SINGH

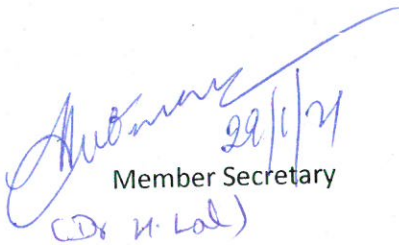

(Dr. D. Joshi)



(Dr. Ankit)


(Dr. S. Singh)

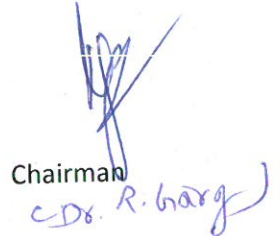

(Mr. Danish Mahal)


- 23) All electrical equipment should conform to latest electromagnetic safety standards for medical equipment.
- 24) The equipment with all its components will have warranty for period of 5 years from the date of handling over the fully functional unit and all the accessories supplied to the institution. Every thing irrespective of nature that is supplied by the vendor will be under warranty. The equipment which has multiple components should be quoted as a whole and by a single vendor.
- 25) During warranty period the desired uptime of 95% of 365 days (24hrs basis) will have to be ensured with maximum of 5 working days of downtime at a stretch. In case the downtime exceeds the 5% limit in a year or more than 5 days at a stretch (whichever is applicable) extension of warranty period by double the excess down time period will be carried out.
- 26) CMC (Comprehensive Maintenance Contract) The post warranty (after 5 years) CMC should be comprehensive for all its components (everything irrespective of nature which is supplied by the vendor under guarantee) inclusive of X-Ray Tubes. (For C-Arm) with 95% uptime and extension of CMC period by double the downtime in excess of 5%.
- 27) Participating bidders should submit a good performance certificate from institutions and a certificate that it is submitting the medical item to the user at the lowest cost with a supply order to that effect preferably of a government institution.
- 28) All procedures laid down by CVC to be followed in all items which were proprietary in nature.

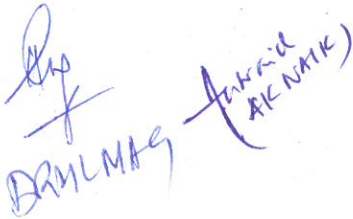

 Member Secretary
 (Dr. H. Lal)

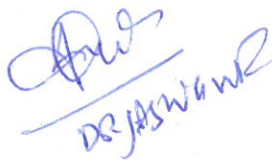

 Dr. Parinder

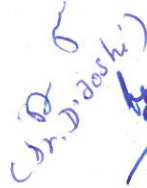

 (Dr. S. Singh)

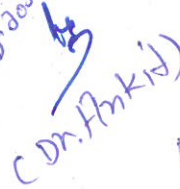

 Chairman
 (Dr. R. Garg)

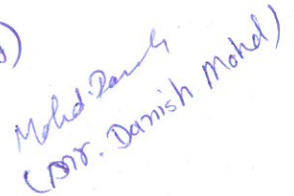

 (Dr. Ajay)


 DR. N. Mahajan
 (Dr. N. Mahajan)

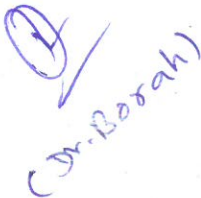

 DR. ASHWANI


 (Dr. D. Doshi)


 (Dr. Ankit)


 Mohd. Damish Mahal
 (Dr. Damish Mahal)


 (Dr. Sahal)


 (Dr. Borah)