

	equipment.
ix	The switch gears (MCBs / ACBs/ MCCBs), L.T. distribution board for MCBs etc. (approved makes).
x	Electrical wires should be of copper of different capacity as per the load (approved makes).
xi	For Telephone wiring cables (approved makes). Telephones to be provided in all rooms with EPABX system having control in office.
xii	Modular range Switches / Sockets of approved makes should be provided and fixed as per requirement.
xiii	LED lights of suitable illumination should be provided of Phillips/GE/ Crompton/Syska make.
xiv	Light dimmers (down lighters) should also be fixed in the equipment room.
24	<b>Air conditioning:</b>
i	Split Air conditioners of reputed make (approved makes) to be provided by the vendor in whole complex as per requirements (to maintain appropriate temperature in the main equipment room & other rooms) and as per regulations of AERB.
ii	Standby additional split air conditioners of appropriate strength/capacity (tonnage) to be fixed in the main equipment room
iii	Hygrometer Nos.1 to be provided.
iv	In-built or External De Humidifier in Equipment, Console and Examination rooms to be provided as per room layout.
25	<b>Fire Protection</b>
i	Non water based fire protection is to be integrated as per requirement. Fire extinguishers of appropriate types (approved makes) should be fixed in different rooms as per requirement. Heat detectors/hooters/photoelectric/smoke detectors (approved makes) shall be provided in all the rooms and corridors as per requirements. In case the expiry date of fire extinguishers is before the completion of 5 years comprehensive warranty period, extra set(s) of fire extinguishers will be supplied by the vendor till the completion of the 5 years comprehensive warranty period. Besides, any works required as per statutory/Delhi Fire Services norms shall be executed by the vendor.
ii	The vendor to also install the following:
iii	Audio visual Music systems for patient waiting areas.
iv	Adequate Pest, insect and rodent control system to be provided and installed to ensure that area remains insect, pest and rodent free.
v	Music and Public Address system for calling/ informing the patients in the waiting areas.
vi	Furniture:-

a	Following furniture (Godrej/Debono/Delite) will be provided:
b	Chairs with castors and armrests 2 nos.
c	Coil Rack for MRI 1 No.
d	Medicine Trolley 1 No.
e	Ultrasonic pest repellent equipment 1 no.
f	Insect killer equipment 1no.
g	Steel Storage Almirah 2 nos.
h	Overhead Storage(1.2x0.4x.6m) for CD storage 1 no.
In case any item missed out inadvertently, vendor shall provide the same. The price quoted by the bidders shall include all costs required for supply, installation, testing and commissioning of the equipment on turnkey basis and as per bid document.	

## **SPECIFICATIONS FOR DIGITAL FLAT PANEL RADIOGRAPHY SYSTEM (1 No.) FOR NEW EMERGENCY BLOCK.**

### **A. General Specifications**

1. Latest state of the art Fully digital radiography system. Mention the year of introduction of the quoted model in the International market.
  - 2 (a).The quoted model (and not the individual components) should be US FDA and CE approved.
  - 2(b). In the system 2 out of 3 major components (Tube, detector, and generator) should be manufactured by the quoting vendor themselves.
  - 3 (a). Mention the manufacturer of the third component and provide the MoU with the other party for the same.
  - 3(b). Vendor should have experience of supplying and maintaining similar DR equipment in the last 5 years in major government hospitals/reputed NABH accredited hospitals. (Certificates of supply and satisfactory performance to be enclosed Other certificates are not acceptable).
  4. The quoted model should have AERB type approval certificate. In case the model is being imported for the first time NOC from AERB must be available & AERB type approval certificate must be obtained within 8 weeks of installation by the vendor who receives the order.(Vendor must give undertaking for obtaining AERB type approval certificates with tender quotation.
  - 5 (a). Fully digital radiography system with two Flat panel detectors with Cesium Iodide Scintillator and with Automatic Exposure control (AEC) capable of performing exposure in vertical, horizontal and oblique positions to perform all skeletal body (Upright and Lying down) radiographs.
  - 5(b). The unit should be completely integrated along with auto features in quality control & performance, AEC, APR, fully automated positioning system with autotracking for horizontal table and for vertical stand studies.
- B) Detailed Specification of X-Ray Flat Panel Detectors (Quote the latest model of flat panel detectors)
- Note: The Technical Specifications should be supported by compliance statement with page number of original Technical Data Sheet and any additional information from the manufacturer.
- 1 Use of matrix flat panel imager (Radiography).
  - 2 Name of the Detector model and manufacturer to be provided.
  - 3 Assembling should be Monolithic panel/tiles.
  - 4 Active Matrix Flat Panel detectors should be based on Indirect Conversion process
  - 5 Scintillate material used for flat panel detector should be Thallium doped Cesium iodide (Csi:TI).
  6. Semi Conductor material (Photodiode) should be Amorphous Silicon.
  7. Charge Read Out should be Thin Film Transistor Array (TFT Array).
  8. Detector Size should be 40 cm x 40 cm or more (more will be preferred).
  9. Array Size be 2000x2000 pixel or more.
  10. Pixel Pitch should be 0.2 mm or less.
  - 11 Image depth should be 14 Bits or more.
  12. Detector Quantum Efficiency (DQE) should be at least 65%
  13. Tube assembly movements to be automatically synchronized with both the horizontal and vertical detectors movement.
  14. Two Digital flat panel detector systems with detector fixed & integrated into the Bucky table as well as wall stand.
- Due to extensive workload a sturdy system is necessary, therefore wireless or tethered detector is not acceptable. Wireless detector is also not acceptable due to risk of theft and damage.
15. Mention the weight of the detector.

16. System warm up time should be mentioned.

**C) Specification of Acquisition Work station:**

17. Monochrome LCD monitor with protect panel from dust and scratches.
18. Manufacturers name and model to be provided.
19. Viewing angles (Horizontal & Vertical): 170 Deg. or more.
20. Size of Monitor (diagonal) 19" or more.
21. Mouse control & touch screen display.
22. Mention all the standard accessories to be supplied with the monitor.
23. Hard disc storage: 4000 or more images.
24. Post Acquisition, Image processing and Display: Mention the time.
25. The system should have auto protocol select.

**D) X-Ray Table Specification :**

26. Four way motor driven floating horizontal table top of carbon fibre or its equivalent, compact bucky table with digital flat panel detector should be provided.
27. Mention the range of vertical, horizontal and longitudinal movements of the table.
28. Removable grid for SID of 100 cms for horizontal table applications.
29. Maximum patient weight - 200 kgs or more.
30. Table Top length: 200 cm or more.
31. Foot switches for – adjusting height, longitudinal movement side to side movements and for locking.
32. Automatic detector alignment should be possible on the table.

**E) Vertical Stand**

33. Vertical movement should be motorized..
34. The vertical movement to be servo coupled to the movement of the X-Ray tube (simultaneous movements).
35. Provide two removable grids with Grid Ratio of 12:1 or more.
36. Motorized Tilting vertical detector facility should be available from (-20) to (+90) degrees).
37. Maximum height from the floor to the centre of detector should be 172 cm or more.

**F) Ceiling Mounted X-Ray Tube**

38. X-Ray tube suspended on a telescopic column.
39. The movement of X-Ray tube should be motorized and should be possible in all directions: Specify the travel range and angulations in degrees.
40. It should have capability of manual override.
41. Provision for control panel on patient side.  
It should have autopositioning and autotracking function.

**G. X-Ray Generator**

- 42 a) Invertors Type Constant Potential high Voltage Generator (High Frequency X-Ray Generator) ,Microprocessor controlled with constant output and low ripple frequency.
  - b) Power: 80 KW or more.
  - c) 1000mA at 80kv or more according to IEC standard.
  - d) Automatic exposure control with 3 or 4 chambers.
  - e) overloading protection should be available.
  - f) minimum exposure time should be 1 milli sec or less.

**H) X-Ray Tube**

43) Mention the make of the X-Ray tube.

44) A dual focus Rotating anode with high speed of 8000 rpm or more, compatible with the provided generator.

Focal spots of following sizes-

Large-1.2mm or less.

Small 0.6 mm or less.

45. Anode Heat storage capacity 300 KHU or more. Tube protection against overload should be available. Please specify tube rotation at vertical and horizontal axes.

46. **Filter and collimator**

- a) It should have Inherent filtration.
- b) Mention details of added filtration.
- c) Square collimation –automatic type
- d) Display of collimation.
- e) Rotation of +/- 45 degrees or more.

47. Advanced Clinical Application Facility : Auto Image stitching / image pasting soft ware and necessary hardware on vertical and horizontal bucky, for complete spinal column, extra long leg image & other long body parts, should be a standard feature in the machine.

48. Two additional Workstations for Image viewing, Post Processing, reporting and documentation : Qty (2 Nos.)

- High Speed processor based workstation 2.4 GHz or higher processing speed with post processing capability. The workstation should have 8 GB RAM or more. It should have its independent memory & hard disk of at least 1 TB. It should have a high resolution medical grade 2 MP monitor of size 21" or more capable of simultaneously viewing or performing post processing functions. Both Workstations should be configurable with Digital X- Ray or Digital fluoroscopy System & all other Imaging equipments in New Emergency block of any make. Latest operating system should be available.

49. Image Annotation. and addition of Anatomical markers.

50. Demographic Correction.

51. Window and Level adjustment.

52. Electronic Collimation.

53. Magnification, Image Rotation.

54. Application for comparison with standard (Look up) tables should be available. Should have CD and DVD writing facilities.

It should support storage of images on CD or DVD.

System should be DICOM 3 or higher version. It should have features to connectivity to any network in DICOM format.

Easy integration and networking should be possible with any other existing future networking including other modalities, HIS, RIS and PACS at no extra cost.

**Accessories**

55. Dry chemistry camera of 500 DPI or more should print at least 3 sizes of films at one time i.e. 10x8, 10x12, 10x14, 14x14, 14x17 inches. 500 films of 14x17 size should be supplied along

with camera. It should be capable of being networked with all modalities of all other Imaging equipments in New Emergency block of any make.

56. Compression belt (Pediatric and adult) (2 each).

57. Patient hand grip.

58. Patient support bar for vertical stand to be provided.

59. Lead Glass 120 cm x 100 cm to be provided.

60. Provide Voltage stabilizer for the entire system including both workstation.

61. UPS of appropriate rating along with batteries (with half hour back up) for the acquisition workstation of reputed brand to be provided.

62. Radiation protection equipment:

a. light weight lead aprons -5,

b. gonad shields-4 ( 2 Adult, 2 Pediatric)

c. lead goggles-4

d. thyroid shield -4.

63. PA system for calling patient.

64. lead aprons hanging unit –for 5 aprons.

65. Necessary furniture like table for operating console ,4 standard and two revolving office chairs, examination stool and foot step.

#### **Other Terms and Conditions:-**

66. Some specification which are not qualified, the buyer reserves the right to evaluate the specification based on the details given by the firm.

67. The equipment should be under comprehensive warranty for 5 years for all items for which order is placed including turnkey works from the date of successful installation and handing over with an uptime warranty of 98% and extension of warranty period by double the down time in excess of 2%.

68. Please quote Comprehensive maintenance Contract (Including X-Ray Tube and detector) and all other items for which order is placed including turnkey works for next 5 years after successful completion of warranty with 98%uptime and extension of CMC period by double the down time in excess of 2%.

69. All software up-gradation will be provided free of cost to the institute as and when available

70. Operating manual & service manual along with schematic diagram to be provided

71. There will be an agreement between the buyer and seller for comprehensive maintenance contract at the time of finalization of purchase of equipment.

72. Only principal or their authorized principal agents should participate in the tender. Principal manufacturer will have to give an undertaking of availability of spares as well maintenance of services for 10 years in case there is any change of local agent.

73. Company should provide adequate application training of at least one month or as long as required to the Radiologists & Technical staff.

74. All the civil, Electrical alternation / fixation pertaining to the installation of the machine will be the responsibility of the firm.

#### **Accreditation and Quality Certification**

75. The quoted model should be AERB type approved and CE & US FDA certified. (as detailed in A of the Technical specification)

76. The Bidder must have been in business of Flat Panel Detector equipment for at least last five years with .supply/installation in major government hospitals. (enclose copies of supply order and satisfactory performance reports)

### **For Digital Flat Panel Radiography System**

77. The layout plans (with dimensions) allocated has already been uploaded. Air-conditioning of appropriate strength/capacity (tonnage) in the area as required shall be done. Additional standby split air conditioner(s) of appropriate strength/capacity (tonnage) to be fixed in the main equipment rooms.

78. Civil work: In the civil works Modifications/Renovations in the existing rooms by the supplier/vendor as shown in the layout plan after approval by the **Atomic Energy Regulatory Board (AERB)** shall be executed as per approved makes specified in bid document.

The walls of whole Complex should be finished acrylic/plastic emulsion (for approved makes refer bid document) and should be finished with vitrified tiles (for approved makes refer bid document) up to five feet height from the floor. Colour as approved by Purchaser/HSCC shall be provided.

The flooring in the Fluoroscopy/DR complex should be as per **AERB regulations**. Flooring in all rooms shall be of vitrified tiles of 80 x 80cm size or other close appropriate size of reputed makes (for approved makes refer bid document). Colour as approved by Purchaser/HSCC shall be provided.

Whole area of Complex as in the layout plan approved by the **AERB** shall be finished with fire resistant false ceiling material (for approved makes refer Amendment no. XX dated 04.2.2016). All the doors should be provided with necessary fittings with hydraulic type door closures (for approved makes refer Amendment no. XX dated 04.2.2016) and with Mortised locks (for approved makes refer Amendment no. XX dated 04.2.2016).

Main door of the complex in the corridor shall be in glazed aluminium powder coated with adequate thickness of glass with etching work wherever required. Colour of aluminium powder coating shall be got approved from Purchaser/HSCC before execution of works.

Lead Glass window of adequate size will be fixed as per **AERB guidelines** in the console room. Proper signage both external and internal to be done.

79. Electrical work: The firm is required to specify load requirement i.e. required for the unit, the air conditioning, room lighting and accessories, if any. The electrical works should be as per approved makes mentioned in Amendment no. XX dated 04.2.2016. The electrical works should have minimum two separate earthing with copper plate to be provided for the each equipment and air-conditioning equipment as per equipment requirements. The use of earth leakage circuit breaker will be as required.

## **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**

1. The tenderer must be a manufacturer or it's authorized Indian Agent. They may authorise their 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) The Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 33 % of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
- 2 (b). The Tenderer quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least one contract in the last five years from the date of tender opening of similar equipment meeting major parameters of Technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer.

#### **Note**

1. The tenderer shall give an affidavit as per Section-XIX of the TE document.
2. In support of 2(a) & 2(b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer/Indian Agent as Tenderer shall furnish Satisfactory Performance Certificate/Installation Reports in respect of above, duly notarized in the country of origin, along with the tender.

The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. Tender shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by chartered accountant bearing their membership No.
5. 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, before the opening of the Price Tender.
6. 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 Hospitals/UN Agencies/Govt. Labs/Corporate Hospitals in the last one year from the date of Technical Bid opening.

**PROFORMA 'A'**  
**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years)

Tender Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Time : \_\_\_\_\_

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)**
				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**

**\*\* The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

**Section - X  
TENDER FORM**

Date\_\_\_\_\_

To

---

Medical Superintendemnt & VMMC,  
SafdarjungHospital,  
New Delhi.

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_, 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 schedule(s), 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 schedule specified in the List of Requirements. 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 confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

---

**(Signature with date)**

---

**(Name and designation) Duly authorised to sign tender for and on behalf of**

**SECTION - XI PRICE SCHEDULE****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 (Rs.)  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)	Unit Price (at Consignee Site) basis (Rs.)  (f) =a+b+c+d +e	

Total Tender price in 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 – XI PRICE SCHEDULE**  
**PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

B)

1	2	3	4	5						6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)						Total price on CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site)  4X 5 (f)
				FOB/FCA price at port/ airport of Lading  (a)	Carriage & Insurance (port of loading to port of destination) and other Incidental costs (b)	CIP Price (name place/port of destination in India (c)	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 (d)	Incidental Services (including installation, commissioning, supervision, demonstration & training) at consignee's site (e)	Unit Price on CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site)  (f)=c+d+e	

Total CIP Price in words: \_\_\_\_\_

Bidder must specify Custom Duty : INR.....

Bidder must specify IGST: INR.....

**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 CIP at Consignee's site
4. Custom Duty & IGST quoted as applicable as per Item HSN Code will be added to Total CIP Price to arrive at Price at consignee site for evaluation purpose.
5. Specify HSN Codes : ( ).

**Indian Agency Commission - \_\_\_% of FOB/FCA.**

**Place:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
**Signature of Tenderer** \_\_\_\_\_  
**Seal of the Tenderer** \_\_\_\_\_

For price bid evaluation bidder must quote actual custom duty and IGST as applicable on the imported equipment offered.

**Note :** Reimbursement of Custom Duty & IGST: The Custom Duty & IGST amount as mentioned in the price schedule in INR will be compared with the actual total Custom Duty amount paid to custom department & actual IGST paid and the same will be reimbursed to the supplier as per the following:

- a). If the custom duty & IGST amount as mentioned in the price schedule is **equal** to the actual total custom duty amount levied by the custom department & actual IGST paid, the actual total custom duty amount levied by custom department & actual IGST paid shall prevail and reimbursed to the supplier in INR accordingly on submission of original documentary evidence.
- b). If the custom duty & IGST amount as mentioned in the price schedule is **more** than the actual total custom duty amount levied by the custom department, the actual total custom duty amount levied by custom department & actual IGST paid shall prevail and reimbursed to the supplier in INR accordingly on submission of original documentary evidence.
- c). If the custom duty & IGST amount as mentioned in the price schedule is **less** than the actual total custom duty amount levied by the custom department and the actual IGST paid, the custom duty amount and IGST as mentioned in the price schedule shall prevail only and reimbursed to the supplier in INR accordingly.
- d). Any upward/downward change in custom duty & IGST as a result of any statutory variation in custom duty & IGST taking place within the contract terms shall be allowed to the extent of actual quantum of custom duty paid by the supplier. In case of downward revision in the custom duty, the actual quantum of reduction shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concessions etc. Obtained by the supplier.

**SECTION - XI PRICE SCHEDULE****C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER 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)]
			1st	2nd	3rd	4th	5th	
			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.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Seal of the Tenderer \_\_\_\_\_

**SECTION XI- PRICE SCHEDULE**  
**D) PRICE SCHEDULE FOR TURNKEY**

<b>Schedule No.</b>	<b>BRIEF TURNKEY DESCRIPTION OF GOODS</b>	<b>CONSIGNEE</b>	<b>Turnkey price</b>

**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. 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.
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

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Seal of the Tenderer \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_



**SECTION - XII  
QUESTIONNAIRE**

**Fill up the Section XX – Check List for Tenderers and enclose with the Tender**

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

**SECTION - XIII**  
**BANK GUARANTEE FORM FOR EMD**

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

---

Medical Superintendent,  
Safdarjung Hospital & VMMC,  
New Delhi.

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 to legally bind the manufacturer.  
2. Original letter may be sent.*

**SECTION - XV**

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

To  
Medical Superintendemnt & VMMC,  
SafdarjungHospital,  
New Delhi.

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.

This guarantee shall be valid up to 30/66 months from the date of Notification of Award i.e. up to ----- (indicate date)

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

.....  
Name and designation of the officer

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

**SECTION - XVI  
CONTRACT FORM - A**

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL  
RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

(Address of the Purchaser's/Consignee's office issuing the contract)

Contract No \_\_\_\_\_ dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's TE document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser
3. Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

2. Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of purchaser's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

3. Warranty clause

4. Payment terms

5. Paying authority

\_\_\_\_\_  
**(Signature, name and address  
of the Purchaser's/Consignee'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 - 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

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

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)]
			1 <sup>st</sup>	2 <sup>n</sup> <sub>d</sub>	3 <sup>r</sup> <sub>d</sub>	4 <sup>th</sup>	5 <sup>th</sup>	
			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**  
**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 - XVIII**  
**Proforma of Final Acceptance Certificate by the Consignee**

No \_\_\_\_\_

Date \_\_\_\_\_

**To**

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant.

**This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.**

(a) Contract No \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the equipment(s)/plants: \_\_\_\_\_

(c) Equipment(s)/ plant(s) nos.: \_\_\_\_\_

(d) Quantity: \_\_\_\_\_

(e) Bill of Loading/Air Way Bill/Railway  
Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the vessel/Transporters: \_\_\_\_\_

(g) Name of the Consignee: \_\_\_\_\_

(h) Date of commissioning and proving test: \_\_\_\_\_

**Details of accessories/spares not yet supplied and recoveries to be made on that  
account.**

Sl. No.	Description of Item	Quantity	Amount to be recovered No.
---------	---------------------	----------	----------------------------

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the

period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

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

Signature

Name

Designation with stamp

**## Explanatory notes for filling up the certificate:**

i.He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

ii.He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

iii.Training of personnel has been done by the supplier as specified in the contract

iv.In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

**SECTION - XIX**  
**AFFIDAVIT/UNDERTAKING**

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

Date:

(Signature of the bidder)  
NAME & ADDRESS OF THE BIDDER

NOTE: 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 165 days from Techno Commercial Tender 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?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
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 120 days from the Techno Commercial Tender 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?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
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.
2. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

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**(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)**

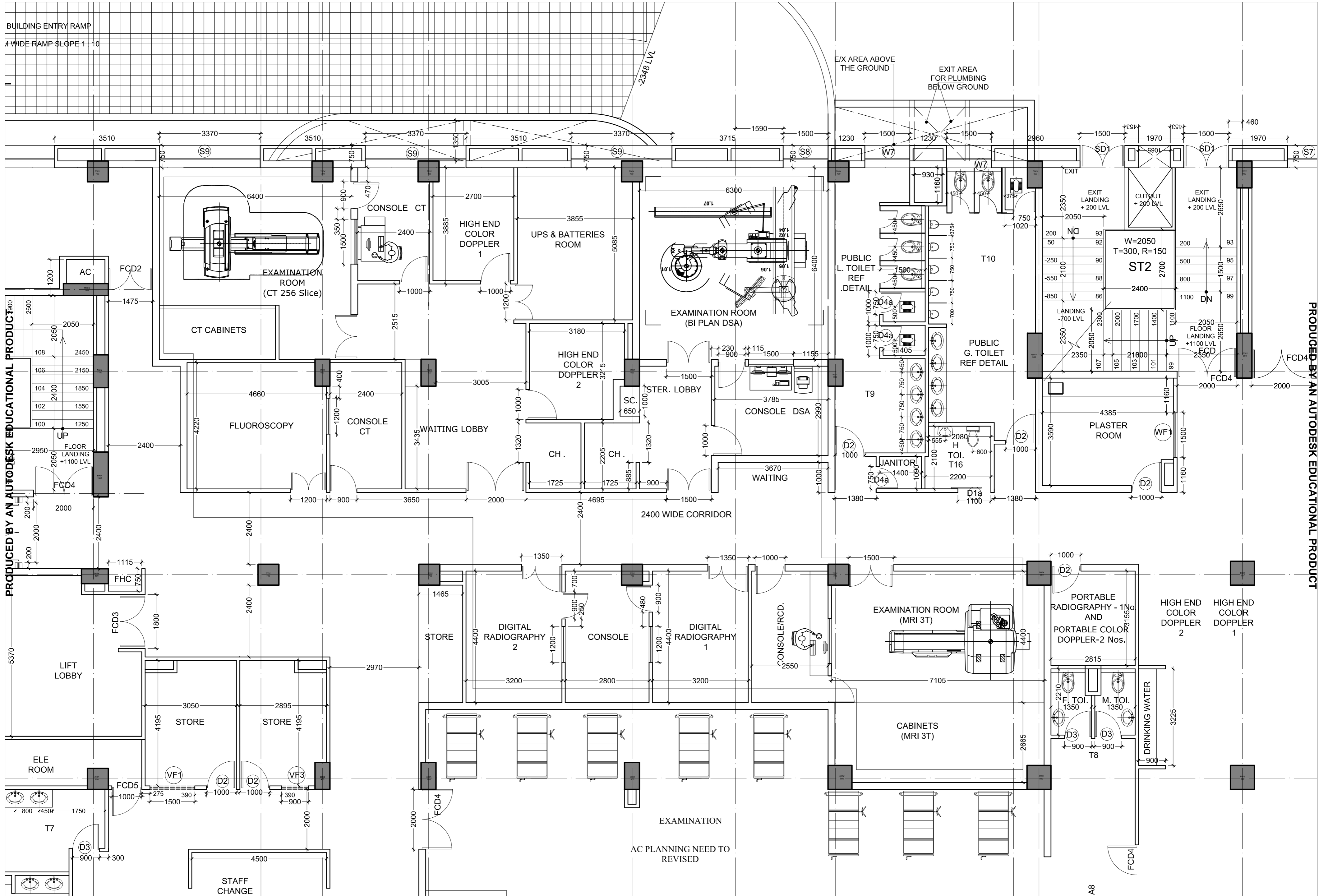
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**Section - XXI**  
**Consignee List**

<b>Consignee</b>	<b>Medical Institutions</b>	<b>Contact Address.</b>
	Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi	Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi

**NB:** The Purchaser/consignee will ensure timely issue of CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.





PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Dated 15<sup>th</sup> June, 2017  
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017**

**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.

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

.....Contd. p.2/-

'*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.

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 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 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 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 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.
    - 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.

.....Contd. p.3/-

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

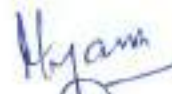
A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

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 1<sup>st</sup> 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