

GLOBAL TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENT

FOR & ON BEHALF OF

Safdarjung Hospital, New Delhi

On E-Tender Basis

HSCC/SJH/Medical Equipment/2020/44 Dated 29/1/2020

BY



HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

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

PHONE: 0120-2540153

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SECTION- I

NOTICE INVITING TENDERS (NIT)
For GLOBAL TENDER ENQUIRY DOCUMENT
HSCC (INDIA) LTD
(A GOVERNMENT OF INDIA ENTERPRISE)
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SAFDARJUNGHOSPITAL & VMMC, NEW DELHI
GOVT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE

Tender Enquiry No.: HSCC/SJH/Medical Equipment/2020/44

Dated 29.1.2020

Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi under Ministry of Health & Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. invites **On-line bids** from eligible bidders, in single stage two bid system for supply, installation, testing, commissioning & handing-over of **Medical Equipment for New Emergency & New Super-Specialty Block at Safderjung Hospital & VMMC, New Delhi:**

S. No.	Name of Equipment	Qty.	Department	EMD (Rs.)
1	Angiography System for Interventional & Hybrid Procedures including TAVI	1 no.	For CTVS Deptt. in Super-Specialty Block	12,00,000/-
2	Single Chamber Pacemaker External	10 no.	For CTVS Deptt. in Super-Specialty Block	20,000/-
3	Ultrasound-cum-Echo Colour Doppler	6 no.	5 no. in ICU + 1 no. in Pulmonary Care Deptt. in Super-Specialty Block	2,60,000/-
4	R.O. Plant for Heamodialysis Machines	1 no.	For Nephrology Deptt. in Super-Specialty Block	60,000/-
5	Cell Saver	4 no.	For CTVS Deptt. in Super-Specialty Block	72,000/-

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through **E-tendering basis**. For submission and other details please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, CPPP Portal for downloading from **29.1.2020 to 28.2.2020**. Prospective bidders are advised to regularly scan through HSCC E-tender portal www.tenderwizard.com/HSCC and www.hsccltd.com as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate advertisement will be made for this.

(2) Tender Enquiry No.: HSCC/SJH/Medical Equipment/2019/44

Dated 29.1.2020

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	29.01.2020 to 28.02.2020 10.00 hrs to 1400 hrs IST
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd, Plot No. 6-A, Block-E, Sector-1, Noida (U.P)-201301
iii.	Cost of the Tender Enquiry Document	Nil
iv.	Pre Tender Meeting Date & Time	06.02.2020, 14.30 hrs. IST
v.	Pre Tender Meeting Venue	Medical Superintendent Office, Conference Room, Safdarjung Hospital, New Delhi
vi.	Closing date & time for receipt of Tender	28.02.2020, 1430 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	28.02.2020, 1500 hrs IST
viii.	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

2. Interested tenderers may obtain further information about this requirement from this office inviting the tenders.

3. 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 tender shall be submitted all the necessary documents and in physical form (with respect to few documents as mentioned in the SIT) in parts/covers as mentioned below:

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

- (i) Tender Fee and EMD
- (ii) Affidavit as per Section XIX
- (iii) Performance statement along with required PO copies and its corresponding end user"s satisfactory performance certificate as per section IX.
- (iv) 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) Tender Fee and EMD
- (ii) Power of Attorney
- (iii) Tender Form as per section X.
- (iv) Manufacturers Authorization Form
- (v) Affidavit as per Section XIX
- (vi) Proforma A
- (vii) Performance statement along with required PO copies and its corresponding end user"s satisfactory performance certificate as per section IX.

- (viii) Technical compliance for the quoted goods vis-à-vis the Technical specifications
- (ix) Name, address and details of account with respect to bidder and/or beneficiary of L/C. Copy of PAN. Certificate of Incorporation/Declaration being a proprietary firm.
- (x) 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.
- (xi) Quality Control Requirements as per Section VIII

Price Bid (Only online).

- Price Schedule
- CMC Price Schedule
- Turnkey Price Schedule

4. All prospective tenderers may attend the Pre Tender meeting. For all the above tender IDs, Pre-bid meeting shall be held as mentioned above.

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 Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com for downloading. The cost the Tender Enquiry Document is **free of cost**. Tenderer may download the tender enquiry documents 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 www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for uploading its tender on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC.

7. 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.

8. 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 www.tenderwizard.com/HSCC & www.hsccltd.com for corrigendum/amendments etc., if any, as these there no separate advertisement for them.

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

**Medical Superintendent
SafdarjungHospital,
New Delhi.**

SECTION - II**GENERAL INSTRUCTIONS TO TENDERERS (GIT)
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GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document, i.e. Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi.
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) "Goods" means the instruments, machinery, equipment, medical equipment, etc. which the supplier is required to supply to the purchaser under the contract.
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means Safdarjung Hospital, New Delhi/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (x) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) "Day" means calendar day.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers

- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxx) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxi) "RT" means Re-Tender.

2. Introduction

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

instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form

- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Affidavit
- Section XX – Check List
- Section XXI – Consignee

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

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified in the referred website only.

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser **in writing on or before the due date of pre-bid meeting**. No queries will be entertained later on. The purchaser will respond in writing to such request as per the schedule.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The bids shall be submitted online and in physical form in three parts/covers as mentioned below:

(i) Tender Fee, EMD, Pre-qualification as per Tender Terms and referred in checklist at section XIX and as mentioned in para A below.

(ii) Technical Bid

(iii) Price Bid (Only online).

Tenderers are requested not to submit the hard copy of Price Bid along with the physical form of tender. In case the hard copy of price bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

A) Techno – Commercial Tender (Un priced Tender)

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

B) Price Tender:

1. Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.

2. The price should be quoted for the accounting unit indicated on the website.

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

Note:

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

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent,

if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

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

13 Tender Prices

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

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

- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. Bidders must quote the prevailing taxes and duties as applicable.

- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
- c) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3

- months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- d) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the Total tender price of goods quoted CIP basis at consignee site in India as indicated in the List of Requirements, Price Schedule and Consignee List + quoted custom duty + quoted IGST
 - g) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in

view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.5 Customs Duty:

The Purchaser will reimburse the Customs duty wherever applicable. Supplier shall be responsible for customs clearances of the consignments and custom clearance charges will be borne by the supplier.

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

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

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

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

14. Indian Agent

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

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- d) Copy of the agreement between Indian Agent & their principal detailing the scope of work/services during warranty & after sales periods.

15. Firm Price

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

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

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

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

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

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

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

18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

19.1 Pursuant to GIT clauses 8.1 and 11.1 the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague

- stipulations in the Registration Certificate such as “to customers’ specification” etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be)
- 19.3 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker’s cheque and
 - iii) Bank Guarantee
 - iv) FDR
- 19.4 The demand draft or banker’s cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the “**HSCC (India) Ltd**” payable at New Delhi/Noida. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from the **original last date** for submission of the tender/bid.
- 19.6 Unsuccessful tenderers’ earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer’s earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer’s earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

21.2 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tender shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:

- (i) Tender Fee and EMD (Both online and physical)
- (ii) Pre-qualification and Technical compliance as per following documents (Online submissions for all the documents and physical submission only for affidavit as per point i) below and original Technical brochures/catalogues against point j):
 - a) Manufacturer"s authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - b) Tender Form as per section X.
 - c) Copy of PAN.
 - d) Certificate of Incorporation/Declaration being a proprietary firm.
 - e) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
 - f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
 - g) Quality Control Requirements as per Section VIII
 - h) Performance statement along with required PO copies and its corresponding end user"s satisfactory performance certificate as per section IX.
 - i) Affidavit as per Section XIX
 - j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry (Both online and physical)

(iii) Price Bid (Only online).

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

Unless otherwise specified, the tenderers are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at HSCC (India) Ltd., E-6A, Sector-1, Noida-201301, ((UP).

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

- 25.3 The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

27.2 Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non - responsive and will be summarily ignored.

27.4 The following are some of the important aspects, for which a tender shall be declared non - responsive and will be summarily ignored;

- (i) Tender is unsigned.
- (ii) Tender validity is shorter than the required period.
- (iii) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (v) Tenderer has not agreed to give the required performance security.
- (vi) Goods offered are not meeting the tender enquiry specification.
- (vii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (viii) Poor/ unsatisfactory past performance.
- (ix) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (x) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (xi) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

27.5 The following are some of the important aspects, for which a tender shall be declared nonresponsive during the evaluation and will be ignored;

- (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
- (ii) Tender validity is shorter than the required period.
- (iii) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (v) Tenderer has not agreed to give the required 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.
- (vi) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (vii) Poor/ unsatisfactory past performance.
- (viii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (ix) Tenderer is not eligible as per GIT Clauses 5& 17.1.
- (x) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xi) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Infirmary/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail.

Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

31. Qualification Criteria

- 31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.
- 31.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

The Notification is available in the below link:

http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StartupMedEnterpris_e25072016.pdf

The FAQs are available in the below link:

http://dipp.nic.in/English/Investor/startupindia/FAQs_StartupIndia_30March2016.pdf

Note:- Definition of Start-up (only for the purpose of Government schemes)

(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.)

Start-up means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.

Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration.

Provided further that a Start-up shall be eligible for tax benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

32. Conversion of tender currencies to Indian Rupees

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

33. Equipment-wise Evaluation

33.1 The tenders will be evaluated and compared separately for each equipment. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section - III - Special Instructions to Tenderers and Section - VI - List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery on DDP basis at Consignee site basis, inclusive of applicable taxes, duties, incidental services. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

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

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

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

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

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

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

a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs.10.00 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

36. Tenderer's capability to perform the contract

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

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

- 38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

39. Award Criteria

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

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

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

quantity for the tendered items may place Notification of Award for the quantity as per the requirements and may defer the balance quantity of the item(s) to be supplied later.

41. Notification of Award

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered/speed post/by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

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

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

44. Return of E M D

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

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

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

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

47. Integrity Pact.

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

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	26
B	8 to 10	TE documents	No Change	26
C	11 to 21	Preparation of Tenders	No Change	26
D	22 to 24	Submission of Tenders	No Change	26
E	25	Tender Opening	No Change	26
F	26 to 27	Scrutiny and Evaluation of Tenders	No Change	26
G	36 to 46	Award of Contract	No Change	26

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below: In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

Submission of Tenders

(i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF or JPEG format as prescribed) and uploaded for on-line submission of Proposal. However, physical documents as per NIT to be submitted in “**ORIGINAL**” to HSCC (India) Ltd. before the prescribed date & time for submission of physical tender restricted to the following documents only.

- a) Demand Draft towards Tender Fee in favour of HSCC (India) Ltd.
- b) EMD in the prescribed format in favour of HSCC (India) Ltd.
- c) Technical Data Sheet and original technical literature/ Brochure (if any)
- d) Affidavit as per Section XIX

(ii) All document(s)/ information(s) other than above including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF PRICE BID/FINANCIAL PROPOSAL**) should be **uploaded online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.

(iii) The prospective bidders may scan the documents in low resolution (**75 to 100 DPI**) instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.

(iv) The prospective bidders may upload Drawing files, if any, in “**.dwf**” format so that the size of document is less. This is a generic format and all software supports this format.

(v) At the time of cover content creation, the prospective bidders would have to define the document type as “**.rar**” format.

(vi) The prospective bidders should be asked to zip all the .dwf files to a .rar file & upload it

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

1. Application

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

All documents submitted physically or uploaded as scanned copies must be self-attested, legible and numbered.

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

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

4. Country of Origin

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 66 months (as applicable warranty period of 5 years) from the date of Notification of Award.

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

6. Technical Specifications and Standards

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

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

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

2. For Laboratory Equipment/device:

a. Equipment communicates in one of the following ways:

- A. TCP/IP**
- B RS-232**
- C. USB**

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

Please provide configuration parameters to connect with HMIS successfully.

b. Data accepted/send by the device/equipment should be readable as standard data Type in ANSI C/C++.

c. Comprehensive list of all data structures imported and exported by the device should be documented with examples.

d. API of equipment should be provided.

e. Technical interface specification should be provided.

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

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

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

- a. contract number and date
- b. brief description of goods including quantity

- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such pre-dispatch inspections, inspections and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 Third Party Inspection to include only Physical & Relevant records Inspection of the Ordered Goods. However, Dispatch Clearance Certificate is issued without prejudice to the Purchaser's right to accept/reject the Ordered Goods after it's arrival at site/destination, if not found in

accordance with the Purchase Order during the installation and testing at site and during the performance guarantee period. This dispatch clearance certificate will not absolve manufacturer from his responsibility to ensure that the Ordered Goods supplied are totally in accordance with the Purchase Order/Notification of Award.

- 8.10. The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency like SGS, Lloyd, TUV & Bureau Veritas prior to dispatch at the supplier's cost and furnish necessary Certificate from the said agency in support of their claim.

To enable HSCC to issue Dispatch Clearance Certificate, supplier/manufacture is to furnish following documents:

1. Copy of supplier's invoice showing contract number, goods description, quantity, unit price & total amount.
2. Country of Origin Certificate
3. Quality & Quantity Certificate
4. Packing List with Complete contents.
5. Internal Factory Inspection Report
6. Warranty Certificate
7. Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd, TUV & Bureau Veritas, prior to dispatch.

All such Certificates/Reports as mentioned above shall be addressed as:
Medical Superintendent Safdarjung Hospital & VMMC, New Delhi.
through HSCC (I) Ltd., Noida

After scrutiny, if the documents found in order, **Dispatch Clearance Certificate** shall be issued to the supplier.

No goods (both Indians & Import origin goods) shall be dispatched before issue of Dispatch Clearance Certificate by HSCC.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

10. Transportation of Goods

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

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

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

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

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

11. Insurance:

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

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

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

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

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

13. Incidental services

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

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

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

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

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

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

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

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

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The **warranty** shall remain valid for **60 months** from the date of installation & commissioning followed by a **CMC for a period of 5 (Five) Years** for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.
- a. No conditional warranty will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:-
 - X-ray and CT tubes and high-tension cables.
 - Helium replacement
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors including oxygen sensors.
 - All kind of coils, probes and transducers
 - All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys etc
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
 - c. Replacement and repair will be under taken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of sixty (60) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

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

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

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

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

19. Prices

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

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until final acceptance of the contracted goods to the purchaser. However, for goods directly imported shall be guided by the INCOTERM.

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for Domestic Goods or Foreign Goods Located within India

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

a) 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) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.

- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Dispatch Clearance Certificate issued by HSCC.

b) On Acceptance:

Balance 20% payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

B) Payment for Imported Goods:

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

a) On Shipment:

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, TUV & Beauru Varitus, prior to despatch.
- (x) Dispatch Clearance Certificate issued by HSCC.

b) On Acceptance:

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

- c) **Payment of Incidental Costs** till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.
- d) **Payment of Indian Agency Commission:** Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non – transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
 - (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:

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

22. Delivery/Delay in the supplier's performance

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

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

22.6 Passing of Property:

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

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

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

23. Liquidated damages

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

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

23.2 In the event of delay in submission of Proforma Invoice beyond 7 working days from the date of notification of award, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages, as per clause 23.1. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award / Tender Conditions.

23.3 Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 23.1.

24. Termination for default

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

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

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

25. Termination for insolvency

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

26. Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate 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/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by **Medical Superintendent, Safdarjung Hospital, New Delhi**. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

30.4 Jurisdiction of the court will be 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. General/ Miscellaneous Clauses

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

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

- 34.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 34.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 34.3 i. The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

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

34.4 Preference to Make in India:

As per the order issued by

- i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 &
- ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids. (copy attached)

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

SECTION - VI
LIST OF REQUIREMENTS

Part I

S. No.	Name of Equipment	Qty.	Department	EMD (Rs.)
1	Angiography System for Interventional & Hybrid Procedures including TAVI	1 no.	For CTVS Deptt. in Super-Specialty Block	12,00,000/-
2	Single Chamber Pacemaker External	10 no.	For CTVS Deptt. in Super-Specialty Block	20,000/-
3	Ultrasound-cum-Echo Colour Doppler	6 no.	5 no. in ICU + 1 no. in Pulmonary Care Deptt. in Super-Specialty Block	2,60,000/-
4	R.O. Plant for Heamodialysis Machines	1 no.	For Nephrology Deptt. in Super-Specialty Block	60,000/-
5	Cell Saver	4 no.	For CTVS Deptt. in Super-Specialty Block	72,000/-

Part II: Required Delivery Schedule:**a) For Indigenous goods or for imported goods if supplied from India:**

60 days from date of Notification of Award except, for MRI, CT Scan, DR System, DRF System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which the delivery period will be 90 days from date of Notification of Award. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

b) For Imported goods directly from foreign:

60 days from date of opening of L/C except, for MRI, CT Scan, DR System, DRF System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which the delivery period will be 90 days from date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway Bill. (Tenderers may quote earliest delivery period).

c) Installation & commissioning within 15 days of receipt of goods at site except for MRI, CT Scan, DR System, DRF System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which installation & commissioning to be done within 90 days of receipt of goods at site.

Note: Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods are to be supplied within the contractual delivery period as stated in para b) above.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied As per GCC clause 23.

Part III: Scope of Incidental Services:

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

Part IV:

Turnkey (if any) as per details in Technical Specification.

Part V:

Warranty & Comprehensive Maintenance Contract (CMC) as per bid document.

Part VI:

Required Terms of Delivery and Destination.

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

At Consignee Site – Specified in the List of Requirements

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

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on Consignee site basis. The shipping arrangements shall be made by the supplier accordingly.

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

NOTE: For goods to be imported from abroad the Tender shall submit Proforma Invoice within 07 working days from the date of Award for establishing Letter of Credit process.

Consignee/destination details as mentioned in Section-XXI.

Turnkey Works:

The Tenderer shall examine the existing site where the equipment is to be installed to assess the site condition for Equipment placement and installation. Whether the scope of Turnkey Works is mentioned in the Technical Specifications or not, the bidder's offer should be on a "Turn Key" basis including all costs associated with the supply, installation and commissioning of the equipment.

For equipment, the major Turnkey work to be carried out are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turnkey Job of Hospital/Institution/Medical College. The Turnkey costs to be quoted in Indian Rupee will be added for Ranking Purpose. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. The Turnkey Work should completely comply with AERB requirement, if any.

Bidders must take into consideration in its bid, the costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilizers, U.P.S. etc. required for successful installation testing and commissioning of the Medical Equipment and the "All inclusive lump sum price" should include all such costs, each **schedule/package** is to be considered a package in itself and suppliers to execute the order package on a "turn key basis" including all civil, electrical, air – conditioning & allied requirement for the equipment, at the site.

For X-Ray and related equipment, bidders who have Type Approval/NOC of AERB/BARC shall only be considered with documentary evidence. It shall be bidder's responsibility to get the equipment installed and commissioned as per AERB / BARC guidelines and installed and commission on "Turn Key basis".

Bidders must take into consideration in its bid the costs to be incurred for any additional work viz. Electrical cabling, plugs of suitable ratings from the source, Electrical points of suitable ratings, water connection, water drainage, plumbing, air-conditioning, Radiation protection/shielding, mechanical & allied requirement for the equipment etc. required for successful installation, commissioning and running of the Equipment and the quoted “All inclusive lump sum price” should include all such costs.

Following details have been provided by our Safderjung Hospital Site Office of Various Makes for Executing Turnkey Activities for Installation, Testing & Commissioning Medical Equipment viz. CT Scan, MRI, DSA, Digital Radiography, Digital Radiofluoroscopy, Cath Lab., PET/CT, Gamma Camera, Gamma Knife, Heamodialysis Machines, RO Plant, any Lab. Equipment or any other Medical Equipment requiring such activities at Safderjung Hospital Project:

LIST OF APPROVED MAKES : CIVIL WORKS

S.No	Material	MANUFACTURERS
1	Doors & Windows fixtures/ Fittings	<i>Dorma, Godrej, Ozone, Austavision</i>
2	Door Closer / Floor spring	<i>Ozone, hettich, Dorma, Godrej,</i>
3	Aluminium Sections.	<i>Hindalco, Jindal, BALCO, Alom</i>
4	Clear Glass/ Clear Float Glass/ Toughened Glass	<i>Saint Gobain(SG), Modi, Asahi, Glaverbel</i>
5	Laminates	<i>Formica, Decolam, Century, Marino, Greenlam</i>
6	Synthetic Enamel Paints	<i>Berger, Asian, ICI , Nerolac, Shalimar</i>
7	Oil Bound Distemper	<i>Berger, Asian, ICI , Nerolac, Shalimar</i>
8	Cement Paint	<i>Snowcem plus, Berger, Nerolac, Asian, ICI</i>
9	Plastic Emulsion Paint	<i>Berger, Asian, ICI , Nerolac, Shalimar</i>
10	Other Paints/Primers	<i>Berger, Asian, ICI , Nerolac, Shalimar</i>
11	MS Pipe/ Sections	<i>Jindal Hisar, Prakash-Surya, BST, Kalinga, Tata</i>
12	Polycarbonate Sheets	<i>GE, Macrolux, Plastic, Vergola, Skyarch, Polytechno</i>
14	Wooden Fire Check Doors	<i>Navair, Pacific Fire Control, Kutty Promat, Sukri</i>
15	Metal Fire Check Doors	<i>Navair, Shakti- Met, Godrej, Sukri, Pacific Fire Control</i>
16	Ceramic Tiles	<i>Johnson, Somany, Kajaria, Nitco, Bell, Hindustan,</i>
17	Pre-Laminated Particle Board	<i>Novopan, Greenlam, Kitlam, Marino, Century, Archid ply</i>
18	Flush Door Shutters	<i>Century, Kitply, Green Ply, Duro</i>
19	Glazed Tiles	<i>Bell, Somany, Johnson, Kajaria, Nitco</i>
20	PVC Water Stops	<i>Prince/Supreme/Finolex//BASF</i>
21	White Cement	<i>Birla White, J.K., Grasim</i>
22	Dash Fasteners./Anchor bolts	<i>Hilti, Fischer, Bosch,</i>
23	Stainless Steel Bolts, Washers and nuts	<i>Kundan , Puja , Atul</i>

HSCC (India) Limited

24	6mm thick Reflective Glass	Glaverbel, Glavermas, Saint Gobain, <i>Asahi</i>
25	Door Locks	ACME, Godrej, <i>Dorma</i>
26	Door Seal – Woolpile Weather Strip/ <i>Acoustic seal</i>	Anand -Reddiplex, <i>Enviroseal, Viper</i>
27	Aluminium Grill	Hindalco, Jindal
28	Vitrified Tiles	Naveen, Bell, Kajaria, Somani, <i>Nitco, Johnson, Euro</i>
29	Aluminium Cladding sheets	Alstrong , Alpolic, Alucobond, Alstone International, Aludecor Lamination
30	Stainless steel D-handles	D-line, Giesse, Dorma, Dorset, ozone
31	Stainless Steel Pipes/Flats	304 Grade (as approved by Engineer)
32	Structural Steel	TATA, SAIL, RINL, JINDAL
33	Epoxy Flooring/ wall coating	Fosrock, Beck, Famaflor, <i>Araldite, STP, Sika, BASF</i>
34	Ply board	Greenply, Kitply, Century, Archid, Marino, <i>Duro</i>
35	PVC Flooring	LG, Tarkett, Responsive , <i>Armstrong, Gerflor</i>
36	SS Railing	<i>Ozone, D-Line, Jindal,</i>
37	Fire rated door closer/Mortice Lock/ Door Co-ordinator	Dorma, Becker F.S. Australian or approved equivalent
38	Gypsum Board System	Gyproc (Saint Gobain), Lafarge, Boral, <i>Hilux, Aerolite</i>
39	Adhesive for Door Work	<i>Fevicol/ Vamicol/ Dunlop/ Piditite/ Sika/ Thermoshield</i>
40	Epoxy Paint	<i>Nerolac/ Shalimar/ cico/ Fairmate/ sika/ BASF/ Berger/ Asian/ Pidilite</i>
41	Polysulphide sealant	Pidilite/ Fosroc/ Choksey/chematal rai/ cico/ sika, MC Bouchemie, BASF, STP
42	Glass Doors (Motorised)	<i>DORMA/ Hafle/ Ozone</i>
43	Calcium silicate boards	<i>Hilux/ Aerolite, Armstrong</i>
44	Calcium Silicate Tiles	<i>Hilux/ Aerolite, Armstrong</i>
45	Texture Paints	<i>Spectrum/Heritages/ICI Dulux/Asian</i>
46	Wall care putti	<i>J.K. White/Birla/Gyproc wall putty</i>
47	Frameless glass partition fixtures	<i>Dorma/Hafle/Ozone</i>
48	U-PVC Windows	<i>Fenesta, Window Magic, Aluplast</i>
49	Toilet Cubicles	<i>Greenlam, Marino or approved equivalent</i>
Note:	<p>If the makes given in the list are not available, other equivalent makes can be considered subject to approval by the Purchaser/HSCC based on credentials of the company and test certificates of the product, subject to price adjustment.</p> <p>Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Purchaser/HSCC.</p>	

LIST OF APPROVED MAKES: PLUMBING WORKS

HSCC (India) Limited

Sl.No	Material	Relevant IS Code	MANUFACTURERS
1	Vitreous China Sanitary ware	2556	Kohler, Roca, American Standard, Toto
2	White Glazed Fire Clay Sink	771	Sanfire, Cera, Neycer, Hindware.
3	Stainless Steel Sink		Jayna, <i>Neelkanth</i> , Commander, Nirali
4	Plastic seat cover of W.C	2548	Kohler, Roca, American Standard, Toto
5	Geyser		Racold, Venus, Voltas, Usha Lexus, Jaguar, Havells
6	C.P. Fittings Mixer/Pillar taps Washers, C.P. brass accessories ,CP Angle Valve,Bibcocks,CP waste	1795/4291/4827	Kohler, Roca, American Standard, Toto
7	Centrifugally /Sand cast iron pipes & fittings	3989/1729	Neco, Hepco, <i>SKF</i>
8	G.I. Pipes	1239 Part I	Jindal-Hissar, Tata, Prakash-Surya
9	G.I. Fittings	1239 Part I	Unik, K.S., Zoloto, R
10	Stoneware pipes & Gully Traps	651	IS Marked pipes
11	Mirror		Atul, Modi guard, <i>Asahi</i> , <i>Saint Gobain</i>
12	Hand drier		Kopal, Automat, Euronics, <i>Utech</i>
14	Insulation of Hot water pipes		Vidoflex insulation, Superlon, <i>Thermaflex</i> , <i>Kaiflexkaimenn</i>
15	D.I pipes		Jindal, Tata, Electrosteel., <i>Kesoram</i>
16	PVC/UPVC pipes & fittings		Finolex , Prince,
17	Infrared Sensor operated Faucets/Urinals		Kohler, Roca, American Standard, Toto
18	Gratings, Strainers, Cleanouts etc		Neer Brand (Sage Metals), <i>ACO</i>
19	Decorative bath room fittings		Jaquar (Florentine range), Aquabaths, Kohler
20	HDPE pipes and fittings		Oriplast, So-Soon, Finolex, Gebreti, Nosil,
21	CPVC pipe,fittings and Solvent		Flowguard, Astral, Prince,
22	Copper Pipe		Raj Co., Maxflow, <i>Mehta Tubes</i>
23	Copper Fittings		Viega, IBP, <i>Yorkshire</i> , <i>Mehta Tubes</i> , <i>Rajco</i>
24	Lab drainage		Viega, Duraline, Rex
25	Lab Fittings		Vijay, Viega
26	SS pipe(EN-10312) & press type fitting		Viega, Jindal
27	Oxilyte (Mixed oxident)		Oxybee Solutions, I2M Technologies, Faith Innovations

Note:Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Purchaser/HSCC.

LIST OF APPROVED MAKES : FIRE FIGHTING WORKS

Sl.No	Material	Relevant ISI Code	MANUFACTURERS

1	G.I./M.S. Heavy class pipe	1239/3589	Jindal-Hissar, Tata, Prakash -Surya,
2	Portable Fire Extinguisher	2171	Minimax, Safex, Ceasefire, Newage,
3	Sprinkler Heads		
4	Pendent type		Tyco, Viking,HD,Grinnel
5	Side wall type		Tyco, Viking,HD,Grinnel
6	Sprinkler Side wall extended through		Tyco, Viking,HD,Grinnel
7	Standby battery lead acid		Exide, Standard, Amco
8	Cables		As per Electrical Works
9	G.I. Fittings	1239 Part I	Unik, K.S., Zoloto,R
10	DI pipes		Jindal,TATA,Electrosteel,Kesoram
11	Pipe coat material (Pipe protection)		<i>Pypkote Integrated water proofing co. Madras/ coaltek Rustech products (P) Ltd. Syndcate Enclave, Dabri/Makphall</i>
12	Fire Man's Axe		<i>Safeguard/safex/Newage/Gunnebo</i>

Note:Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Purchaser/HSCC.

LIST OF APPROVED MAKES FOR ELCTRICAL SYSTEM

Contractor shall use the materials of approved make as indicated below unless specified in BOQ or as approved by the HSCC electrical incharge. The contractor shall ensure the correct selection of the approved make meeting the specifications and application duties. Before placing order for procurement, the sample of approved make shall be got verified for its suitability to the specification and application duty. However, HSCC electrical engineer (approving authority) reserves the right to opt for the best preferred listed make. The contractor shall quote the rate for the material and equipment as per the list of approved makes and equipment as per the list of approved makes. In the event of the contractor wants to use alternate makes other than those stipulated for any reason , the contractor can send a proposal after ensuring that what he proposes at the least meets both the quality and safety standard of the stipulated makes, and the financial benefit that will accrue to the client. He shall also stand full guarantee to his alternate proposal. The alternate makes can be used only after an approval accorded by the client/HSCC., whose decision will be final in this matter. Any financial implication incurred related with inspection will be borne by contractor.

S.No.	Item Description	Make list
1	Timers in Distribution board	Legrand/ Hagar/ Siemens/ ABB/ GE
2	MCB distribution Boards	L &T /Hager/ MDS/Legrand/ Siemens, ABB/GE/ Schenieder (MG)
3	MCB	L &T /Hager/ MDS/Legrand/ Siemens, ABB/GE/ Schenieder (MG)
4	Rewirable porcelain wire	CPL, KEW
5	Data and Voice wire	Finolex,Delton,Skyton,Anchor,L&T,AT&T, Avaya
6	RCCB	L & T Hager/ Legrand/ Siemens , GE/Schenider (Merlin –Gerin)

7	ELCB/ELMCB	Merlin Gerin-multi 9, Legrand, Hager, Siemens
8	11 KV LT XLPE cables	RPG/ Polycab/ NICCO/ UNIVERSAL/Rallison/KEI/Skytone/ Havells
9	Copper Control cable	Finolex/ Polycab/ NICCO/ Universal/ National/ Rallison/RR Cable
10	Cable Joints (Heat Shrinkable)	Raychem/3M/Cabseal
11	Cable Trays	Steelways/ Bharti/ Unitech /Maheshwari/or approved by HSCC
12	Galvanized/PVC Raceways and raceways accessories	Steelways/ Bharti/ Schneider(MG)/Legrand
13	Light fitting	Philips/ GE/ Crompton Greaves
14	fancy LIGHT FITTING	Anchor(Panasonic)/ Twinkle/Decon/Ankur
15	Lamps	Philips/ Osram/ GE/Anchor (Panasonic)/Perlite
16	GI / MS conduit ISI marked	BEC/ AKG/ Steel Kraft
17	PVC conduit	BEC/ AKG
18	Steel conduit accessories (ISI as approved sample)	Sharma sales corporation, super sales corporation or equivalent.
19	Modular Metal box for switch /socket	Havells/ MK/MDS/Anchor Roma/Northwest
20	Copper conductor FRLS PVC insulated wires ISI marked	National/ Finolex / R R cable/Rallison/Skytone/lap/Bonton
21	Modular Switches & sockets Outlets	Havell's (Crabtree)/ MK- Wraparound/Hagger/Wipro Legrand (Myrius/ Anchor- Roma(Tersa, woods,viola)/ Northwest
22	Metal clad Socket outlets With boxes	L & T Hager/ Siemens/ Merlin Gerin/ ABB MDS / BCH /Havells
23	UPS system	PCI LTD/ Siemens/ Etone powerware/Emerson/APC (Schneider)

24	Electronic Ballast	Philips/ Wipro/Osram / Bajaj
25	Ceiling fans	Crompton Greaves/ Bajaj/ Orient/ Alastom/ Usha
26	Main PC with CPU monitor	HP/ Compaq/Del
27	PVC Tape	Steel Grip
28	Batton Holder,Angle holder, Ceiling Rose	Anchor
29	Exhaust Fan with Gravity Louvers	Usha Lexus/Orient/ Crompton/Industriel- Almonard/ GEC
30	TV Cable- Co axial	Finolex, airtech, bhansali
31	Chemical Earthing	Ashlok, Erico, Pioneer, Nimbus,JK Earthing
32	LCD/LED Monitor	Sony, Panasonic, Samsung

LIST OF APPROVED MAKES AND MANUFACTURERS

The subcontractors/makes/brands of equipment listed below are approved for installation.

All items to be used in the works samples, catalogues and specifications are to be submitted by the contractor for approval of the Purchaser/HSCC. Only approved makes shall be used in the works. The approved samples shall be kept in the custody of the Purchaser/HSCC for comparison.

S.No	Material/Item	Approved Makes
1	Precision AC units	Emerson/Blue box/Stulz/Hiross
2	Window/split AC	Carrier /Hitachi/Voltas/Bluestar/Daikin/Ogeneral
3	VRV/VRF	Carrier /Hitachi/Daikin/Ogeneral
	Ducting & Grilles	
4	Factory fabricated duct	Zeco/ Ductofab/Rolastar/Technofab
5	G.I. Sheet Metal Duct	Jindal /National/ Tata/Sail
6	Spiral duct	Atco/Seven Star
7	Grilles/Diffusers/Volume Controller	Ravistar/Caryaire/ Mapro/Dynacraft/Airmaster
8	Fire Dampers UL listed	Caryaire/Dynacraft / Ravistar/Ruskin
9	Sound Attenuator	Caryaire/Dynacraft/Ravistar/Trox
10	G.I. Sheets	TATA/SAIL/Jindal/Bhushan Steel
11	Aluminium Sheets	Balco/Nalco/Hindalco
12	Stick Pins	Prima Seal/Air flow
	Pipes	
13	G.I.	ITC/ Jindal Hissar/Tata/SAIL/HSL

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14	M.S. upto 150 mm	ITC/ Jindal Hissar/Tata/SAIL/HSL
15	M.S. 200 mm and above dia factory rolled	ITC/ Jindal Hissar/Tata/SAIL/HSL
	Valves	
16	Butterfly Valves	Advance/Audco
17	Motorised butterfly valve(actuator)	Belimo/Honeywell/Invensys/siemens
18	Non Return Valve	Advance/Kirloskar/Audco
19	Balancing Valves	Advance/Audco/Danfoss/Honeywell
20	Gate/Globe Valves	Leader/Divine/Sant/Bankim Sarkar /Zoloto
21	GM valve upto 40mm	Leader/Divine/Sant/Bankim Sarkar /Zoloto
22	Ball Valve with Y strainer	Rapid Control/Sant/Leader/Zoloto
23	Pressure independent Balancing valve	Danfoss/Flowcon/TA
	Accessories	
24	Y-strainer	Emerald/Sant/Rapid cool
25	Pressure Gauge	Fiebig/Emerald/H Guru/Japsin
26	Thermometer	Fiebig/Emerald/H Guru/Japsin
27	Flow Switch	Rapid Control/Anergy
28	Automatic Air Vent	Rapid Control/Anergy
29	Suction Guide	Anergy/ Rapid Control/Flowcon
30	Filters(pre,fine Hepa)	Thermadyne/Spectrum/Kirloskar /Anfilco/Johnflower/Dynafilter
	Insulation	
31	Expanded Polystyrene	Beardsell Ltd./ BASF/Styrene Packing/ Indian Packaging Industries/ Lloyd
32	Glass Wool	FGP Ltd./UP Twiga/Kimmco / Owens Corning
33	Polyurethane Foam	Malanpur /Superurethane
34	Crossed linked Polyethylene Foam	Trocellene / Aeroflex/Armacell/
35	Closed Cell Elastomeric Insulation	K-flex /Vedoflex/Armacell
36	Non woven fibre material	Mikron/ Du pont
37	Mineral wool	Rockwool India Pvt Ltd,
38	Pre-moulded PUF section for pipe & pipe supports	Malanpur/ Lloyd
39	Fibreglass rigid Board/Pipe section	FGP Ltd./UP Twiga/Kimmco / Owens Corning
40	Aluminium Tape	Johnson/Birla 3M/Garware
41	Thermostats	Honeywell/Johnson controls/Belimo/Danfoss/Siemens/Oventrop
42	Humidistat	Honeywell/Johnson control/ Belimo/Danfoss
	Miscellaneous	
43	V Belt	Dunlop/Fenner
44	Anchor fastners	Fischer/Hilti
45	Dash fastner	Fischer/Hilti

46	Welding rods	Advani/L&T
47	Wire Rope duct supporting arrangement	Gripple
48	Flexible pipe connection	Dunlop/Kanwal/resistoflex
49	Hessian Cloth (fire rated)	Navair/Pyrogaurd
50	Vibration isolator	Resistoflex, Dunlup, Kanwal
51	Copper Refrigerant Piping	Diamond/Star/Rajco

It is the vendors/suppliers responsibility to do the needful for installation, testing and commissioning of Medical Equipment as per terms and conditions of the Bid Document including Turnkey Works mentioned in the Bid Document.

Section – VII
Technical Specifications

Item No. 1 - SPECIFICATION FOR INTERVENTIONAL SYSTEM FOR HYBRID OR AND CARDIOVASCULAR PROCEDURES INCLUDING TAVR, EVAR, TEVAR.

State of the Art, Single plane **Multidirectional Floor with articulated arm /Ceiling C-arm** with multiple parking positions with Z axis movement and embedded with Latest flat detector digital imaging system and dedicated OR table for various Interventional and Cardiac Hybrid procedures including TAVR, EVAR, TEVAR in Hybrid OR environment. The **Multidirectional Floor/Ceiling C- Arm should be able** to be park away to create the free space all around the table during Open cardiac surgery.

Any update launched prior to the installation of the equipment should be part of the supply, even if not quoted at the submitting the bid. The detailed specification that follows shall be understood to be minimum requirement. However, additional relevant technical features suitable for our requirement will be given due weightage

A) Multidirectional Floor/Ceiling C-Arm

1. All movements should be motorized with C-Arm angulations of minimum RAO/LAO+120 deg. /-120 deg. CRAN/CAUD + - 40 deg.
2. At Head End- Gantry Speed should be 20 deg/sec for LAO and RAO, and Angulation speed should be 15 deg/sec for Cranial and Caudal. These gantry Speed should be achieved from gantry side position as well.
3. The System should have user defined 50 or more programmed position.
4. Motorized parking of C-Arm to be away or left or right of the table during open surgery on table when C- Arm not in use.
5. The C-arm should have auto collision protection with patient and the table.
6. The C-arm should provide head to toe Coverage
7. C-arm must not interfere with laminar airflow during surgery and accommodate planer of min size of 2400 mm x2400 mm
8. OT lights on ceiling should be connected with long arm and focused on table at surgery site.
9. Pendants and OT lights should not Collides withC-arm movements.
10. System should have 2K imaging in acquisition and processing.

B) OR TABLE: - Dedicated OR Table

1. The Proposed OR Table should be One Float carbon fibre and universal operating table Top with Modular exchangeable table tops.
2. The modular exchangeable table top system should consist of a Floor Mounted Operating with connection for Network & hardware Signals, with electrically motorized adjustment of height, tilt, Trendelenburg/Anti-Trendelenburg.
3. The Column & Table top functions can be operated via the column Keypad or Optionally via Cable or Wireless remote control or Foot Control. Column Cladding should be made of Stainless Steel.
4. Table top sections should be powered for enabling c-arm access
5. Full length radio-translucent top.
6. Table top should be made of carbon fibre, easy to clean surface
7. Achieving zero level position by pressing single button from the handset.
8. Maximum speed of Transverse & Longitudinal slide should be min 150 mm/
9. Should have maintenance-free battery integrated in the column or Instant Cable connection with fixed column.
10. CPR should be possible on the extended position of OR table.
11. Shuttle for carrying the Table Top should have running gear with four electrically conductive swivel wheels, should made of Aluminum & capable of carrying a weigh 360kgs or more.
12. Table should be supplied with basic table top and universal table top. Basic Table top(Carbon Float line) should be capable to perform all diagnostic and Intervention procedures whereas Universal Top should be fully capable to perform cardiac and vascular Open surgery.

Technical specs of Carbon Float Line table top: In Hybrid OR

One Part Operating Table top made of Carbon Fibre, with Electrically Motorized adjustment of Longitudinal & Transverse Shift with coupling point at the head end for attaching head positioning accessories. It should be radiolucent on working area. Should be supplied with Viscous Elastic pad with Velcro.The Carbon Table Top should allow a free-floating motion in the longitudinal & Transverse Displacement with a control Unit.

Trendelenburg/Anti-Trendelenburg	± 15 Deg or Higher
Lateral Tilt	+25° or Higher
Table Top: Longitudinal Float range	800mm or More
patient weight in all positions	150kg - 200kg or more
Patient weight in zero position	150kg -250kg or more
Width across side bars	500 - 600 mm or more
Minimum height without tabletop	490 - 550 mm or more
Maximum height without tabletop	1040 - 1090 mm or more
Length	2250mm-3000mm or more

Technical specs of Universal Table Top: Cardiac, Vascular and General Surgery

Two Part Operating table top with Hook coupling point & Electrically Motorized adjustment of Leg Sections Joint, back section & Longitudinal shift. Viscous Elastic pad with Velcro.

Trendelenburg/Anti-Trendelenburg	≥ ± 45°
Lateral Tilt	± 30° or more
Standard leg section up/down*	+ 80° (up), -90°(down)
Back section up/down	+ 90° / - 55°
Table Top: Longitudinal slide	230mm - 350mm or more
patient weight	250-380 kg
Length	2055-2200
Width across side bars	500 - 600 mm
Minimum height without tabletop	500- 535 mm
Maximum height without tabletop	1020 - 1090 mm or more
Head section adjustment	+36/-50° or more
Flexion	100° - 140°

Accessories for CTV surgery with additional / universal table to-

- All accessories should be included with both the tabletops for Minimally invasive and open Surgical procedures.
- Table top carbon float line with carbon components.
- It should be provided with 2 shuttle systems with control for each table top I.e. for universal table top and carbon float line table top.

C) X-RAY GENERATOR:

- 1 100 KW or more compatible with high resolution imaging
- 2 High frequency X-ray generator with automatic regulation of radiation dose rate for all fluoro for cardiac and DSA and acquisition imaging.
- 3 The minimum power rating should be 100 KW OR more at 100 KV compatible with high resolution imaging.
- 4 Fluoroscopy exposure in mA and kV should be automatically controlled.
- 5 Anatomical programming radiography, Fluoroscopy, acquisition should be available.
- 6 System should have pulsed fluoroscopy at variable rates for reducing the x-ray dose to the patient during intervention procedure.

D) X-RAY TUBE:

- 1 The X-ray tube should have Anode heat storage capacity of at least 5.0 MHU or more to run continuously for **10-12** hours without shutting off.
- 2 Tube should have High dissipation. Please give figures of heat dissipation rate.
- 3 **X-ray tube should be with a minimum of two focal spots (small & Large), preferably three focal spots. The small focal spot should not be more than 0.4 mm and large focal spot should not be more than 0.9 mm. The large Focus power output should be 65kW or more. The pulse Fluoroscopy should be offered with pulse rate of 3.75 Frame/sec to 30 frames/sec.**
- 4 **Latest generation tube, fluoroscopic power shall be at least 3000 watts for noiseless operation to support long term interventional procedures and for better visibility in obese (BMI> 35 kg/m2) and deep angulations with minimal dose**

E) RADIATION PROTECTION:

- 1 The system should have integrated computer-controlled X-ray Beam filtering with automatic/ programmable copper filters of various sizes from 0.2 mm to 0.9 mm or better.
- 2 The system should have positioning of collimator blades without radiation.
- 3 The system should have monitoring and display of X-ray dose during the patient examination. It should be possible to create a DICOM based dose report of the patient.
- 4 System should meet all National & International safety standards and comply with BARC & AERB guidelines- AERB NOC or Type approval is mandatory
- 5 System should achieve the Lowest dose levels either with software and hardware
6. All vendors should quote the top of the line dose reduction features

F) DIGITAL IMAGING SYSTEM:

1. A Latest flat detector with a diagonal size of least 46 cm with 16-bit digitalization depth.
2. Digital system with acquisition and processing in 1024 x 1024 matrix at 25fps with 12 bit digitization.

3. Image storage capacity of at least 50,000 images in 2K matrix at 10/12 bits on the main system disk and upgradeable further.
4. 2k Imaging should quote as standard.
5. System should have capability of ECG display on the live image monitor during the angiography.
6. System should have on-line & off-line validated cardiac and vascular analysis. The software should have Auto calibration facility for stenosis measurement with geometrical and densitometry calculations. The analysis should be possible from table side in the examination room and from the control room.
7. The full system should have table side control operation with touch screen / knobs for complete acquisition and post processing capabilities.
8. The system should have on-line DSA capabilities with acquisition frame rate of 1 frame/sec to 6 frames /sec or more.
9. The system should have facility for storage of fluoro loop scene of at least 10 seconds, preferably 20 secs.
10. System should be provided with all advanced 2D and 3D road mapping.
11. The latest complete software and hardware for visualizing stent from table side control & stent enhancement with relation to lumen (fade in and fade out).
12. Separate/**Integrated** 3D work station should be provided with at least 3 GB main memory for 3D reconstruction to free the main system for continuation of procedure immediately after displayed both in the control room as well as the examination room. It should be possible to recall & view images acquired in the rotational mode (subtracted & unsubtracted) alongside the 3D images. Review of all images should be fast interactive & user friendly in both the rooms. Table side controls for 3D reconstruction and C-Arm positioning with respect to 3D image & selection of 3D image with respect to C-Arm positioning should be provided. The 3D reconstruction should be in true 512 matrix.

The 3D workstation should be capable of the following functions:

- i) 3D reconstruction using SSD, VRT, MIP in true 512 matrix with color display in the control & examination room.
- ii) All post-processing functions for images including fusion of CT, MR and angio images with 3D display & 3D volume measurement.
- iii) Immediate background transfer of all images as soon as they are acquired, to CD/DVD recording station.
- iv) It should be possible to have 3D of aortic root from the rotational angio data.
- v) TAVR package should have auto marking feature of anatomical landmarks like coronary ostium. It should be possible to have overlay of live fluoro on this 3D image for valve marking lines with landmarks for guidance in TAVI procedures. C Arm should position itself automatically go to projection view depending upon the reconstructed 3D image without additional fluoroscopy.
- vi) 3D rotational Angiography should be performed from **three side positions** of C-arm (when head side is occupied with anesthetic).
- vii) **The system should have cross-sectional CT like imaging for cardiac based on rotational angiography.** The 3D CT images should be of high resolution and high diagnostic quality.
- viii) **System should have software/hardware package for planning & guidance of valve implantation in TAVI procedure from rotational angiography data and pre acquired CT data.**
- ix) **System should have software/hardware package for guidance of Stent/Graft implantation in EVAR/TEVAR procedure from rotational angiographic data and CT/MR/3D fusion with fluoroscopy should be possible. Flow analysis and quantification pre and post procedure**
- x) 2D and 3D Echo image Fusion with Live Fluoroscopy for Structural Heart Interventions should be possible
- xi) System should have Automatic segmentation of the cardiac anatomy, aortic root and aorta after intraoperative 3D CT acquisition aligned /gated to the cardiac cycle.

G). MONITORS/DISPLAY:

1. Exam room should have Single large High-resolution Monitor- size of 55 inch or more to show Live, Reference, 3D, Hemodynamic, Roadmap and 2D workstation.
2. Control room should have multiple 19 inch or higher size monitors to show Live, Review, 3D and 2D workstation.
3. All Monitors in Exam and Control should be good quality high resolution monitors.

H). Hemodynamic Recorder specifications:

1. Dedicated hemodynamic system for cardiac catheterization for adult and pediatric patient.
2. Hemodynamic system should have four invasive pressures & ECG.
3. Should have all Hemodynamic analysis tools to calculate cardiac output, shunt area and Gradient measurements.
4. Should be able to store and print one-week angio-studies.
5. 12 lead ECG, 4 No.s invasive pressure connecting Leads and 10 Nos. Transducers and Domes should be supplied with system.
6. Network Printer for printing hemodynamic studies.

I). CONTROL CONSOLE:

- 1) All system movements of C-Arm, table, image display, image review, image post processing and quantification shall be controlled both by the operator at the table in the exam room and in console room.
- 2) The system should have facility for edge enhancement, Positive/negative image display, windowing, contrast/brightness, electronic shuttering, image/pixel shifting, vertical and horizontal image reversal, zoom functions. System should have facility to show roadmap and roadmap on acquired DSA Run.
- 3) The system should have fast and direct access to all series, single images, in both examination and control room.
- 4) System should have Quantitative Coronary analysis, distance measurement, Image labeling and patient positioning facilities.
- 5) All table side Modules should be available on Movable cart or pedestal.

J). DIGITAL ARCHIVING: -

1. System should be DICOM 3.0 ready.
2. Image transfer from digital system in background mode without affecting the system operation.
3. 20 personal dosimeters should be provided which will give real time reading of the radiation dose.
4. There should be a provision for display of time taken for interventional procedures in the operating room the dosimeter should have wired or wireless connectivity to the dose monitoring system for according the dosages and archiving

K) Training

Training to be provided to five doctors of the department for operation of the equipment for two weeks at any International site.

L) UPS: -

Suitable online UPS of at least 120 KVA capacities with 30 min. battery backup for complete Cath Lab including cine and fluoroscopy. Emergency lighting should also be on UPS

M) ESSENTIAL ACCESSORIES TO BE SUPPLIED:

1. TWO state of the art High Pressure injector (one ceiling mounted and another mobile) of reputed make should be supplied, coupled with DSA system.
- a) Ceiling mounted injector-It should not interfere with movement of C-arm/L-arm. System should have programmed flow rate, volume, with variable pressure limits for all type of angiographies with disposable high-pressure syringes. It should be supplied with 500 Syringes (syringes to be supplied in staggered fashion as per departmental requirement). Unit price of each 50-syringe pack should be quoted in the bid and this will be valid for subsequent 10 years

Mobile injector- System should have programmed flow rate, volume, with variable pressure limits for all type of angiographies with disposable high-pressure syringes. The details of the make of the mobile injector must be provided. It should be Medrad Mark V Provis injector (or equivalent) with 150 ml syringe. It should be supplied with 500 Syringes (syringes to be supplied in staggered fashion as per departmental requirement). Unit price of each 50-syringe pack should be quoted in the bid and this will be valid for subsequent 10 years

- ~~3-2.~~ Lead glass at least 100 x 150 cm for console room to have complete view of the patient.
- ~~4-3.~~ Ceiling suspended radiation protection-1 no. (as per international radiation protection system) and table side protection system
- ~~5-4.~~ Over and under the couch mobile dockable lead shield system (MAVIG)
- ~~6-5.~~ Ten zero lead aprons (wrap around skirt type) with integrated thyroid shields, Ten universal lead eye glasses, 10 lead caps, mid tall mobile x-ray barrier (2 No.), short mobile x-ray barrier (2 No.) and wall mounted aprons racks (6 apron)
- ~~7-6.~~ Table mounted radiation protection -1 no. (as per international radiation protection system)
- ~~8-7.~~ Integrated two-way communication system between control room and examination room.
- ~~9-8.~~ A 6-channel monitor for ECG, Blood pressure, respiration, SpO₂, and NIBP pulse oximeter. (Adult & Pediatric B.P cuffs) in the DSA room. One additional display unit should be available in the central console room for reviewing of all the vitals without entering the DSA room.
- ~~10-9.~~ One laser Network Printer of high resolution (at least 1200 dots per inch) with minimum 128 MB memory and 1200 dpi
- ~~11-10.~~ Dicom workstation for storing the patient data and recording data on CD and DVD.
- ~~12-11.~~ Accessories for the table should include: i) Head fixing aids (n=2) ii) Chin support (n=2) iii) Carbon fibre radiolucent arm support (n=4) iv) Body straps (n=2) v) Shoulder harness (n=2) vi) Ankle restrainer (n=2) vii) Soft mattress (n=2) viii) Drip stands (n=2) ix) Peripheral filter set, catheterization arm support (n=2) x) Table top which can be positioned over patients legs for keeping procedure materials. xi) Radiation protection pads for patient at least 40 in number.

N) Site Modification (Layout attached)

1. Hybrid OT Area under the scope of the site modification is :-
 - Examination Room
 - Console Room
 - UPS cum Cabinet room
2. Examination room should be in line with AERB requirements.
3. Examination room to be extended Upon corridor area.
4. Main door of OT area to be shifted and fixed to corridor entrance.

5. Required modification in OT room i.e. wall panel extension, flooring, false ceiling, Air conditioning rerouting/modification, electrical works etc to be done as per site requirement.
6. Lead Glass window and lead door to be provided on console and examination room common wall. Second lead lined door to be provided in the examination room for patient entrance.
7. Modification in OT room shall be allowed and done by vendor to make site feasible and fixing of Lead window frame and doors and other accessories etc.
8. PVC Flooring, trenches and cable trays to be provided.
9. Separate Air-conditioning of 3 x 2 TR (Split AC) to be provided in the UPS cum cabinet room & Console room.
10. Total load of the equipment along with the accessories to be mentioned by the vendor
11. Hospital authorities to provide electrical cable upto electrical panel in the UPS room
12. LT panel should be Supplied & installed by the vendor
13. All general lighting, electrical fittings and fixtures to be provided by vendor
14. Fire extinguisher system for composite Hybrid OR The fire protection system must include high sensitivity smoke detectors, a sprinkler system for the entire structure and a clean agent system (eg. Inergen/FM200 or equivalent) for fire within closed compartments
15. Partition to be provided between UPS and Batteries in the UPS room
16. All civil works related to successful installation of the machine as per the layout and should be carried out by the vendor
17. Wall finishes in console and UPS room - POP and plastic emulsion paint up to the false ceiling.
18. OT Wall - Supply and installation of wall, Sloping & Ceiling of pre-fabricate modular Operation Theatre with 1.6 mm EGP (Zink Passivated) as per is 277, backed by 12 mm thick gypsum board with proper supports etc. As required complete with all accessories to provide a seamless operating room.
19. Filling of all joints and cavities with metallic epoxy filler and sander flush to provide a joint less finish and then sprayed with water based anti-Bacterial, Self-sterilizing point to a depth of 300 microns with primer.
20. Flooring seamless with perfectly curved flash-coving, resistance to mechanical stress and dynamic loads and having ESD /EMI protection characteristics, 2 mm thick, washable
21. Tile based and membrane type control panel, mounted flush in the theatre wall, comprising of the following:
 - 1 No. Day Time Clock
 - 1 No. Lapse Time Clock
 - 1 Set Dimmer for peripheral/plainer lights
 - 1 No. Hands Free telephone
 - 1 No medical gas status/ alarm
 - 1 Set indicator only for temperature and humidity display
22. Twin Plate X-ray viewing screen designed to provide a high level of control luminance without flicker. It will be equipped with eight spring-loaded clips to secure the X-ray negative when in use. The X-ray viewing screen illumination shall be high frequency fluorescent lamps, controlled by dimming ballast.
23. Supplying and fixing operating writing board size 840 x 640 mm complete with writing pens Scrubbing Pad etc. As reqd.
24. Recess mounted IP54 Protocol, non-hygroscopic peripheral lights having LED and sigma-digital ballast.
25. Return Air Grills
26. OT Electrical Internal Wiring and DB Box with MCCB for OT and 4 no's of 5/15 Amp electrical outlets on OT walls
27. Medical Gas Pipeline inside OT
28. Plain air Ceiling if required to be constructed out of 1.6 mm thick GI sheet of size 2400 X 2400 mm having 6 nos. of hepa filters. The hepa filter having dust spot efficiency of 99.99% 0.3 micron. Air & light diffuser made out of two layer of mono filament precision woven polyester for the plan air ceiling to give a "LAMINAR FLOW" of filtered air. Existing Air condition unit shall be used with required modifications.
29. It also provides a diffused shadow less lighting system with a control on the intensity of luminance by using high frequency electronic fluorescent tubes and ballasts.
30. Sliding, hermetically sealing Motorized lead door of size 1500 x 2100 mm having high density particle board cores high pressure laminated faced on both sides, viewing window 600 x 600 mm and for smooth effortless sliding, the doors run on nylon wheels within an aluminum extrusion track.
31. Storage cabinets to be provided inside the store room identified for Hybrid OR to store consumables
- 32 Storage cabinets to be provided inside the Hybrid OR

Furniture & Accessories:

1. Workstation table – 1 no.
2. Computer chairs on castors – 2 nos.
3. Providing fixing, supply and installation of SS storage unit of size (800 X 1900 X 300). The unit will be divided into 2 equal parts and each part will have individual glass doors with locking system. Each part will have glass rack to keep surgical medicines etc. -2 Nos.
4. Single Arm Anesthesia Ceiling Pendant – 1 nos. if required after modification of OR
5. Surgical Single Arm Pendant. if required after modification of OR
6. Low Temperature H2O2 plasma sterilizer 90-100 L (according to usable volume)
 - a) Plasma generation should be inside the chamber
 - b) Cycle time between 45-75 minutes
 - c) Should have recommendations (Instruction for use) of reputed manufacture like Medtronic/St Jude etc.
 - d) Sterilant cassette can be stored at room temperature with leak proof indicator
 - e) Consumables, incubator and biological indicators for 100 cycles to be included
 - f) Consumable should include sterilant, Tyvek packing material and chemical indicators
 - g) Post-inserting the sterilant where should not be any time limit of use
 - h) UPS of sterilizer must be supplied by the parent company

- i) Sealing machine should be supplied
7. Two No's Dual Dome High End OT light with long arm connector on ceiling. It should have:
- a) Both the domes should have 1,60,000 Lux each.
 - b) It should have color temperature on min 4300 kelvin.
 - c) The light dome should be SMPS unit
 - d) Light should be fully equipped for Open Cardiac surgery.

Item No. 2: SPECIFICATION FOR SINGLE CHAMBER TEMPORARY PACEMAKER

1. Should have various modes like AAI, AOO, VVI, VOO.
2. Should be able to pace at variable rates 30-190 pulse per minute
3. Should have an option of rapid atrial pacing (upto 700-720 pulse per minute)
4. Output amplitude 0.1 to 20 mA (adjustable)
5. Sensitivity 0.5 to 20 m V (adjustable)
6. Should have demand and asynchronous modes.
7. Should have compact design.
8. It should have 9volt alkaline batteries with a battery life atleast 30 days under typical conditions.
9. It should have battery status indicator.
10. It should provide atleast 30 seconds operating time during battery change out.
11. It should have the connector compatible with standard isolate jack which is used with all temporary pacing wires.
12. It should have a digital LCD display with power saving backlight.
13. It should have lock feature to prevent accidental change of parameters.
14. It should have auto lock function after 60 seconds of inactivity.
15. Provision of hanging to patient's bed and strapping to patients hand must be there, should have safe patient cable system for patient safety.
16. Should be supplied with two pacing cables.
17. Time bound demonstration within 2 weeks is mandatory

Item No. 3 Ultrasound Cum Echo Colour Doppler

S. No.	Technical Specification
1.	The Unit must be compact, portable and Light weighting less than 5 kg Appox.
2.	Imaging modes of real time 2 D colour Doppler , power Doppler, pulsed wave Doppler, continuous wave Doppler (on all cardiac transducers), Tissue Doppler Pulsed Wave Doppler (TDI PW) must be available
3.	Should give very high image quality with advance technologies viz. compound imaging for better cardiac contrast resolution, tissue differentiation and edge detection, equivalent to high end cart based systems.
4.	System should be able to support speckle reduction imaging for better tissue differentiation and edge enhancement.
5.	The system shall have the ability to enhance tissue margins & improve contrast resolution by reducing artifacts and improving visualization of texture patterns and needle tip within the image.
6.	System should have both online (read) as well as offline (write) zoom facility.
7.	Imaging modes of real time 2 D colour Doppler , pulsed wave Doppler power Doppler continuous wave Doppler must be available on all cardiac transducers.
8.	System must have fast start up to scanning in less than 30 seconds from off condition, for use in critical and emergency situations.
9.	System should support transducer technologies like phased array , convex linear
10.	Cine memory on all modes.
11.	The system shall process a dynamic range that is at least 150 db or above. The system must be capable at maximum depth of 30 cm
12.	The system must have dedicated cardiac calculation package with PISA, TDI calculation packages, vascular calculations package.
13.	Unit must be sturdy.
14.	Flat LCD/TFT monitor of at least 10 inches or more with flicker free images.
15.	Alphanumeric soft keys keyboard with easy access scans controls facility to sanitize the system keyboard to avoid cross contamination.
16.	The system must have the ability to function on AC/DC or battery power with the same degree of functionality the battery life (run time) shall be at least 2 hour which needs to be demonstrated.
17.	The system must have archive capability for storage and retrieval of images and clips.
18.	Data transfer facility should be available as standard to transfer images etc.easily onto another system/computer etc.
19.	System should possess software for Enhanced Needle Visualization to track the needle clearly at steep angles during the procedures while managing striking imaging quality of the target structures and the surrounding anatomy with simple on/off functionality. This facility should be available on both High frequency Linear & Curvilinear Probes for superficial as well as deeper blocks.
20.	The system shall support the all DICOM functionality, storage print and work list also ready to connect to PACS.
21.	The manufacture shall provide a loaner system in case of failure of system.
22.	The equipment should be mountable on trolley and locking mechanism Should be inbuilt into the trolley for safety & security of the system.

23.	Trolley from the original manufacturer for the machine with hanging facility of probes.
	Transducers to be supplied with the system as standard:
1.	6-13 MHz multi -frequency, broadband linear array transducer for vascular nerve imaging with less than 40 mm size for vascular access, small parts, and vascular, musculoskeletal, interscalene, supervascular, axillary, musculocutaneous, popliteal, saphenous, higher frequency will be preferred.
2.	2-5 Mhz (-+0.5) multi-frequency, broadband Phased array transducers for cardiac abdominal FAST imaging.
3.	2-5 MHz multi -frequency broadband curved array transducers for general purpose, abdominal, deep nerve access specially celiac, sciatic nerve, Epidural, subgluteal& abdominal applications.

Item No. 4 - R.O. Plant (1no.) for Haemodialysis Machines

Description of Function

i. Supply, erection, commission, testing, operation and maintenance of water treatment plant suitable for supplying water for 20 hemodialysis machines and two dialyser reprocessing machine with necessary supportive arrangement like pre-treatment, double-pass RO Unit, Post treatment unit, electrical panel, RO panel, measuring devices etc for the proper functioning of the plant in the hemodialysis unit with the quality of treated water as per AAMI standard.

General Conditions:

- i. Installation should be on Turnkey basis
- ii. The RO System should be quoted with Five years warranty followed by five years CMC charges.
- iii. All maintenance including spare parts (Electronic, Mechanical, plastic etc), software updates and all consumables (i.e. All types of Filters, Membranes, disinfectants and salt consumption) should be included in warranty period and in CMC Charges.
- iv. RO Unit should be maintained by Manufacturer, supplier or authorized dealer through skilled staff.
- v. Water testing (chemical and bacterial) should be included in maintenance and should be done once every six months.
- vi. Only those vendors will be considered having in-house service facility in India.
- vii. ALL piping (of PEX material) and plumbing work related to unit as per design of unit should be provided by supplier at its cost.
- viii. Manufacturing company should have an installation base of more than 5 RO System in India in which at least 25% of them should be of 1000 liter capacity or more.
- ix. The bidder must submit at least three performance certificates from government hospitals/institutions where a similar RO plant has been installed.
- x. Company should provide onsite demonstration if deemed necessary or at the site where similar RO System has been installed.
- xi. Service engineer for repair and maintenance should be provided by manufacturer certified local representative or parent company
- xii. Quotations should also include appropriate environmental preparation of the area housing the plant. Bidder may inspect the proposed dialysis unit / building plan of dialysis unit before preparing the final quote to assess the amount of work.
- xiii. After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs.
- xiv. The service should be provided directly by Bidder/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

Pre-treatment

- i. Pre-treatment should have a Mesh Filter of 50 microns.
- ii. There should be an automatically controlled Solenoid Valve to fill the Raw Water Tank.
- iii. Raw Water Tank having food grade quality for at least 5000 Liters capacity to store Raw Water.
- iv. Sand Filter with sand particles of different grade should have fully automatic backwash & rinse cycles every day.
- v. Particle filter, cartridge filter type of 50 microns to 10 microns.
- vi. Should have build in dual column softener with fully automated digital display, brine fill and clean cycles. It should also have a brine tank incorporated in the system.
- vii. Carbon filter with fine carbon granules should have fully automatic backwash cycle& rinse cycle every day.
- viii. Should have fine filter, cartridge type of 5 micron & 1 micron.

RO Unit

- i. Should be Microprocessor based fully automatic double pass RO System which should produce water as per AAMI Standard.
- ii. The complete system should be fully programmable.
- iii. Should have inbuilt ability to show conductivity of permeate produced, temperature, yield, permeate output supply.
- iv. Should supply 1500 Liter /hour of permeate, which should be upgradable to 2000 liters/hour.
- v. Should have dynamic Water-Saving Technology and rinsing system available.
- vi. There should be facility to upgrade system by adding additional membrane to increase capacity. Yield setting should be between 50% - 70%.
- vii. Would operate on 3-phase supply.
- viii. Appropriate Online UPS required for RO Plant should be included in the total cost
- ix. Should have fully automatic volume controlled heat and chemical disinfection cycle.
- x. In built capabilities to show on display for Permeate (Supply in liter/min, Temperature) & for Raw Water (Consumption in Liters/min & Pressure)
- xi. Should have programmable fully automated rinse cycle for membranes wash.
- xii. There should be a provision of OFF line mode and ONLINE mode of Permeate Supply.
- xiii. It should be possible to use permeate supply to run the dialysis machines directly without collecting permeate to tank.
- Xiv Should have facility for automated heat disinfection of the distribution loop

Post Treatment System

- i. Should have appropriate material and shape Permeate Storage Tank of at least 5000 Liters capacity with level control system.
- ii. Should have sub-micron bacterial filter of 0.2 microns manually back washable.
- iii. Should have Flow Indicator of Wall mounting type showing Litres / Min Supply and to build back pressure.
- iv. One additional booster pump should be supplied with the system.
- v. Should have Stainless Steel, 316 grade Push-Pull type Stainless Steel Connectors for Water outlet at Dialysis machine connecting points for 25 points.

ITEM NO. 5- SPECIFICATION FOR CELL SAVER

1. The cell saver system should be capable of processing the blood collected from a surgical site to produce washed red blood cells for return to patients at a later time.
2. The system should be designed to consistently produce blood product with a hematocrit of 50% or greater.
3. The centrifugal bowl size for blood processing should be 150-200ml and the system should have a two stage filling cycle.
4. The system should have an inbuilt & regulated vacuum suction.
5. The system should have excellent portability.
6. The system should have variable speed pulse wash cycles.
7. It should work in fully automatic mode as well as in manual mode.
8. It should have display to show all information during the operation as pump speed, centrifuge speed and alert messages.
9. Beside the RBC separation and washing it should able to sequester plasma and platelet from salvaged blood in separate bags.
10. 50 Disposable set should be included in quotation.
11. Cost of disposable set should be quoted for future procurement separately.
12. It should have five year warranty and five year comprehensive maintenance contract after warranty including all components.

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**

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE	Turnkey price

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 st	2 ⁿ _d	3 ^r _d	4 th	5 th	
			a	b	c	d	e	

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

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, ___ & ___) and Turnkey (if any).
- d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.

- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. Hospital/ Institute /Medical College's authorised official)

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION - XVII
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 Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate/ Installation Reports as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
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?			
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?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
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.

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section - XXI Consignee List

Consignee/Purchaser	Medical Institutions	Contact Address.
Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi	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.

**INTEGRITY PACT
Section – XXII**

To,

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

Sub: NIT No. for the work

Dear Sir,

It is here by declared that the Medical Superintendent, AIIMS Raebareli (Purchaser) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

Medical Superintendent,
AIIMS, Raebareli

To

Medical Superintendent & VMMC,
Safdarjung Hospital,
New Delhi.

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that the AIIMS Raebareli (Purchaser) is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

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

AND

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

Preamble

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

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

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

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

Article 1: Commitment of the Purchaser/ HSCC

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

- (c) The Purchaser/ HSCC shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

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

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

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

Article 3: Consequences of Breach

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

- (1) If the Bidder(s)/ Supplier (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Purchaser after giving 14 days' notice to the Supplier shall have powers to disqualify the Bidder(s)/ Supplier (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Supplier from future contract award processes.
The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Purchaser. Such exclusion may be forever or for a limited period as decided by the Purchaser.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Purchaser has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Purchaser apart from exercising any legal rights that may have accrued to the Purchaser, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Supplier.
- (3) Criminal Liability: If the Purchaser obtains knowledge of conduct of a Bidder or Supplier, or of an employee or a representative or an associate of a Bidder or Supplier which constitutes corruption within the meaning of IPC Act, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Supplier as deemed fit by the Principal/ Owner.

- (3) If the Bidder/ Supplier can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Purchaser may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place: Date:

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

Dated 18th May, 2018
Janpath Bhawan, New Delhi

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

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

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

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

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

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

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

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

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

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

2) **Manner of calculation of Local Content:** DoP in accordance with Para 5 of PPO, 2017 prescribes the following manner of calculation of local content:

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

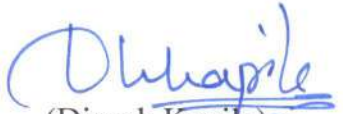
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- 3) **Requirement of Purchase Preference:** Purchase preference shall be given to local suppliers by all procuring entities as per provisions laid down in para 3 of PPO, 2017. Further, as per provisions of Para 3(a) of the PPO 2017 i.e. in procurement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

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

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


(Dinesh Kapila)
Economic Adviser
Ph. 23381927

Calculation of Local Content

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

Note:

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

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

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

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

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

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

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

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



Enclosure-II

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

Date: _____

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

do hereby solemnly affirm and declare as under:

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

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

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated 18.05.2018.

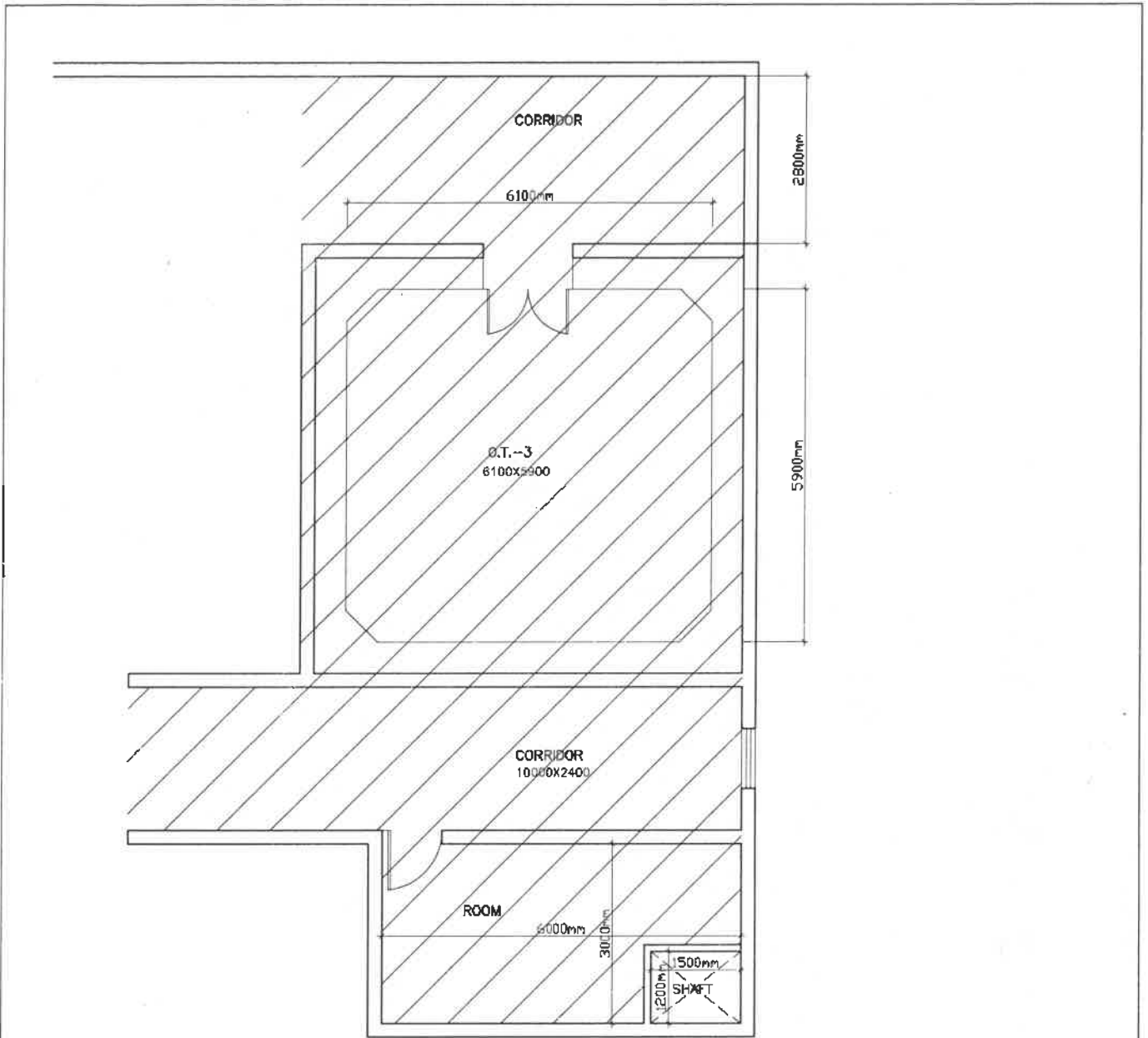
I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

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


For and on behalf of

(Name of firm/entity)

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



EXISTING PLAN AT SUPER SPECIALTY BLOCK CTVS
(FIRST FLOOR) SAFDARJUNG HOSPITAL NEW DELHI

अनभव गुप्ता / Dr. Anubhav Gupta
 M.S. (Gen Surgery) M.Ch (CTVS)
 Professor & Head
 Cardiovascular & Vascular Surgery
 Safdarjung Hospital, New Delhi-29

Aabha
 Dr. AABHA DIVYA
 M.S., M.Ch. (C.T.V.S.)
 Assistant Professor
 Cardio-Thoracic & Vascular Surgery
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DR. KHUSHWAH
 M.S. (Gen Surgery)
 Safdarjung Hospital
 New Delhi-110029

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

Dated 28th May, 2018
Udyog Bhawan, New Delhi

To
All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued :

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

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

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

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

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

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

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

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

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

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

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

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- 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:

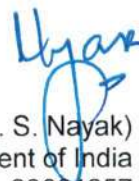
- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on 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.

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- 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
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - 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
 - 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
 - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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