



DOMESTIC TENDER ENQUIRY DOCUMENT

HITES/PCD/AIIMS BPL/IVF/23-24

Setting up of In-Vitro (IVF) Lab in Department of Obstetrics & Gynaecology
at AIIMS, Bhopal on turnkey basis

Through

M/s. HLL Infra Tech Services Limited (HITES)

(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)

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SECTION I

NOTICE INVITING e-TENDER (e-NIT)

Tender Enquiry No.: HITES/PCD/AIIMS BPL/IVF/23-24

Dated: 22.12.2023

Procurement & Consultancy Services Division of HLL Infra Tech Services Limited (HITES), a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of AIIMS Bhopal, invites tenders, from eligible and qualified tenderers for Setting up of In-Vitro (IVF) Lab in Department of Obstetrics & Gynaecology at AIIMS, Bhopal on turnkey basis:

Sl. No	Tender ID	Name of the Item	Qty.	Tender processing Fee (Incl. of GST@18%)	EMD Amount in ₹	Total Estimated cost ₹
1	2023_HITE_178924_1	Setting up of In-Vitro (IVF) Lab in Department of Obstetrics & Gynaecology at AIIMS, Bhopal on turnkey basis	As per TED	5900	13,12,240	6,56,12,020

1. Note: Processing Fee is inclusive of GST @18% (Our GSTIN: 09AADCH4882R1ZP)

1. Tender Timeline:

Sl. No.	Description	Schedule
a.	Last date of receipt of Pre-Bid queries	26-12-2023, 05:00 PM
b.	Pre-bid meeting date, time& venue	Pre bid meeting for Setting up of In-Vitro (IVF) Lab in Department of Obstetrics & Gynaecology at AIIMS, Bhopal on turnkey basis Wednesday, December 27 · 11:00am – 12:30pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/han-epiq-ydf Or dial: (US) +1 929-282-1099 PIN: 866 756 353# More phone numbers: https://tel.meet/han-epiq-ydf?pin=6232799676011
c.	Closing date & time for submission of online bids	08-01-2024, 01:00 PM
d.	Closing date & time for submission of tender processing fee and EMD in physical form*	08-01-2024, 02:00 PM
e.	Time and date of opening of online bids	09-01-2024, 02:30 PM
f.	Venue for :- Submission of tender processing fee, EMD in physical form, Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

i. Tender processing Fee is inclusive of GST (Our GSTIN: 09AADCH4882R1ZP)

ii. Tender Processing Fee and Bid Security (EMD)/Copy of EMD Exemption Certificate in original should be deposited within the scheduled date & time in the Tender Box located at: HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62,

Noida-201307, Uttar Pradesh. Submission beyond stipulated date & time would result in REJECTION of TENDER

- iii. This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16th September 2020 and its subsequent amendments). Participating bidders need to submit relevant make in India authorization certificate.
- iv. Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration

SPECIFIC Instructions for e-Tender Participation:-

- 3. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.hllhites.com or www.eprocure.gov.in/cppp for complete details
- 4. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPPP website: <https://etenders.gov.in/eprocure/app> only.
- 5. The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- 6. Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
- 7. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above.
- 8. The tenderers shall submit "Tender Processing Fee" and "EMD/ proof of EMD exemption as per GIT clause 19" in physical form at the scheduled time and venue as mentioned above at Table 2.
- 9. Tender Processing Fee and EMD can also transferred by NEFT / RTGS and should be credited to following bank account detail:
Name of the Beneficiary: HLL INFRA TECH SERVICES LIMITED
Bank & Branch: ICICI BANK, SECTOR 62 BRANCH, NOIDA
Account number: 158005003923
IFSC Code: ICIC0001580
- 10. Tenderer may download the tender enquiry documents from the web site www.hllhites.com or www.eprocure.gov.in/cppp.
- 11. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. Organisation.
- 12. All the tender related documents are to be scanned in ".pdf" format with lower resolution along with 100% readability and are to be submitted online. The bidders shall not submit any other document in physical form other than the documents mentioned at point no 8 above.
- 13. Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting.
- 14. Disclosure of quoted price in techno-commercial bid or subsequent clarification before opening of price bid will RESULT IN REJECTION of TENDER.
- 15. All prospective bidders may attend the Pre-bid video conference meeting as per date and time indicated above.
- 16. Bidders shall ensure that their bids complete in all respects, are submitted online through CPPP e-portal (<https://etenders.gov.in/eprocure/app>) ONLY. No DEVIATION is acceptable.
- 17. Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission.
- 18. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

19. Interested bidders should constantly monitor the tender on CPP Portal for all updates including Auto Extension of Last date of online submission & opening. In Auto Extension feature of CPP, last date of online submission and opening is auto extended when a minimum number of bids are not received. This iteration is repeated three times.
20. After publication of Techno commercial evaluation status, any representation should reach only by Email (pcd@hllhites.com&bmenoida@hllhites.com) within 48 hours of publication of the result. Any Representation received after said duration will not be taken into cognizance.
21. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.
22. Any representation made after opening of price bid will not be entertained.
23. In case if EMD validity period falls short with respect to tender requirement, the bidder can amend and re-submit the hardcopy of EMD within 2 weeks period from the date of opening of techno-commercial bid.

IMPORTANT NOTE:-

Tender Processing Fee and EMD (as applicable) should be deposited within the scheduled date & time in the Tender Box located at:

**HLL Infra Tech Services Limited,
Procurement and Consultancy Division,
B-14 A, Sector-62, Noida-201307, Uttar Pradesh**

**CEO
HLL Infra Tech Services Limited**

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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

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) “CD” means Custom Duty
- (xvii) “RR” means Railway Receipt
- (xviii) “BL” means Bill of Lading
- (xix) “FOB” means Free on Board
- (xx) “FCA” means Free Carrier
- (xxi) “FOR” means Free On Rail
- (xxii) “CIF” means Cost, Insurance and Freight
- (xxiii) “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.
- (xxiv) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxv) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxvi) “MOH&FW” means Ministry of Health & Family Welfare, Government of India
- (xxvii) “Dte. GHS” means Directorate General and Health Services, MOH&FW.
- (xxviii) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxix) “RT” means Re-Tender.
- (xxx) “GST” means Goods and Services Tax
- (xxxi) GMSD means Government Medical Store Depot

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 to 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 required information and/or comply with the required 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 e-Tender” (e-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	– Pro-forma of Consignee Receipt Certificate
Section XVIII	– Pro-forma of Final Acceptance Certificate by the consignee
Section XIX	– Consignee List
Appendix A	– DIPP – Public Procurement (Preference to Make in India), Order 2017
Appendix B	– Integrity pact

8.2 The relevant details of the required goods & 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 only in the website(s) <http://hllhites.com/tenders> or www.eprocure.gov.in/cppp. ***All prospective Tenderer are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior to the last date of submission of the Tenders.***

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 in their letter head duly signed and scanned through email to pcd@hllhites.com and bmenoida@hllhites.com. The purchaser will respond to such request provided the same is received by the purchaser **two day prior to the pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF TENDERS

11. Documents comprising the e-Tender

11.1 The tender(s) shall only be submitted online as mentioned below:

- (i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, EMD, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be submitted. Bidders have to ensure that the documents uploaded in pdf format are legible.
- (ii) Price Bid has to be submitted as per BOQ format filled up with all the details including Make, Model etc. of the goods offered.

Note:

- (i) The Tender Processing Fee and EMD have to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.
- (ii) The bidders have to follow the steps listed in *CPPP Portal* for uploading the Techno-Commercial Bid.

A) Details of Technical Tender (Un priced Tender)

Bidders shall furnish the following information along with technical tender (only in pdf format except for point i):

- i) Techno-Commercial Bid in excel format provided with the tender enquiry.
- ii) Earnest money furnished in accordance with GIT clause 19 alternatively, documentary evidence as per GIT clause 19 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) 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.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- vi) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).
- vii) 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.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation / a Declaration in case the firm is being a proprietary one/ Documents confirming to Partnership in the country of origin as the case may be.
- xi) Self-Attested copies of GST registration certificate and PAN Card
- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Checklist.
- xiv) Self-Attested copies of quality certificates i.e. US FDA /BIS/CE Certificate issued by competent authority, if applicable.
- xv) Documentary evidence stating the status of bidder.
- xvi) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.

- xvii) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding **three** years from the date of tender opening.
- xviii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xix) A self-declaration on Rs. 100/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xx) **Product catalogues / original Data Sheet must be enclosed of all quoted items.** The technical bid/technical specifications shall be submitted in the letter head of original equipment manufacturer duly sealed and signed by the authorized signatory of the manufacturer.
- xxi) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- xxii) The bidder/Manufacturer should submit details of registered office/ registered service centre along with the contact details across India in the following regions i.e. East, West, North & South.
- xxiii) Documentary evidence for class-I/ class-II bidder as per Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 and its subsequent amendment thereof.
- xxiv) The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

B) Price Tender:

Price Schedule(s) as per BOQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Price bid format is provided under Section XI along with this Tender Enquiry Document. Bidders are advised to download this Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case, if the same is found to be tempered/modified in any manner, tender shall be liable to be rejected.

Note:

- (i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.
- (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- (iii) The bidders have to follow the steps listed in *CPPP Portal* for uploading the Price Bid.

- 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 warrant 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 fulfill any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.
- 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 Deleted
- 12.3 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.
- 12.4 Deleted

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, if nothing is mentioned it would be presumed as included.

- 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. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

All sundry equipment, fittings, units assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

- 13.3 The price must be quoted as per format given in Section XI. Detailed breakup of the prices for the main equipment and accessories/optional items must be provided separately, item wise in the same serial order as listed in the technical bid.

- 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 Custom Duty and /or GST. 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 taxes and any duties including Custom duty and /or GST , 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), Loading& Unloading etc. 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 Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule;
- 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:

Deleted

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for GST or any other taxes 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 Local Duties & Taxes, if any applicable:

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 few 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 consignee. The consignee should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.

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.

13.5.3 Customs Duty: Deleted

13.5.4 **Goods and Services Tax (GST):**

- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services 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.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
- 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 and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must 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.

13.6 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) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization.
- b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- c) The details of the services to be rendered by the agent for the subject requirement.
- d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- e) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
- f) Principal's/Manufacturer's original Pro-forma Invoice with the price bid

15. Firm Price:

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. Bidders are requested to quote BOQ wise unit price (**uniform unit prices must be quoted for same BOQ items across India**) and total price. Item wise price will remain fixed. However actual payment will be based on final measurement. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

16. Alternative Tenders:

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

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 A (i) 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 as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).
- a) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
 - b) **Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.**
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Fixed Deposit Receipt
 - iii) Banker's cheque and
 - iv) Bank Guarantee
 - v) Insurance Surety Bond
 - vi) NEFT/RTGS
- 19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial banks in India as issued by RBI from time to time, or country of the tenderer, in favour of the "**HLL Infra Tech Services Limited**" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial banks in India as issued by RBI from time to time or country of the tenderer as per the format specified under Section XIII in these documents.
- Bidder has to upload scanned copy / proof of the Account Payee Demand Draft or Banker's Cheque or Fixed Deposit Receipt along with online bid and bidder has to ensure delivery of hardcopy to the Buyer within timeline prescribe in tender.
- 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 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.*
- 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 Scheduled Commercial Banks in India, as issued by RBI from time to time, by way of back-to-back counter guarantee and the same should be submitted along with the bid.
- 19.9 HITES Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:
Bank & Branch: ICICI BANK, SECTOR 62 BRANCH
Account number: 158005003923
IFSC Code: ICIC0001580
- 19.10 Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name HLL Infra Tech Services Limited Account No. 158005003923 IFSC Code ICIC0001580 Bank Name ICICI Bank, Sector 62 Branch, Noida, Uttar Pradesh.

Bidder may indicate bid reference and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/ proof of the Online Payment Transfer along with online bid.

20. Tender Validity:

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One Hundred and Eighty 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, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 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. Digital Signing of e-Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorised person having Class 3 digital signature certificate.

D. SUBMISSION OF TENDERS

22. Submission of Tenders:

- 22.1 The tender shall be submitted online only.
- (i) **Pre-qualification and Technical compliance in excel format along with techno-commercial bid (Online submissions for all the following documents.)**
- a) Scanned copies of tender processing fee and "EMD or Proof of EMD Exemption".
 - b) 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).
 - c) Tender Form as per Section X.

- d) Compliance of all terms and conditions of TED, like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc.
- e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
- f) Copy of PAN & GSTIN
- g) Certificate of Incorporation or a Declaration in case the firm is being a proprietary one.
- h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till March 2022, in pdf format.
- i) Name, address and details of account with respect to bidder
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- m) A tenderer quoting imported goods located within India shall produce, if applicable, documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- n) The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.
- o) Documentary evidence for class-I/Class-II bidder as per Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 and its subsequent amendment thereof.
- p) A non-conviction /no pending conviction certification issued by Notary on 100 Rs. judicial stamp paper for preceding three years
- q) A self-declaration on Rs. 100/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India)

(ii) PRICE BID (ONLY ONLINE):

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
- b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
- c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.
- d) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

22.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

23. Late Tender:

- 23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. However, if the necessary Tender Processing Fee and EMD in original are not submitted within the scheduled time, the tender shall be declared as late tender and shall be ignored.

24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, is permitted to change, edit or withdraw its bid on or before the end date & time.

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 This being a Two-Tender system, 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.

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 and, whether the documents uploaded are in legible form.
- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 Deleted
- 27.4 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.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;

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

28. Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/e-Mail 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

Not applicable being e-Tender.

31. Qualification Criteria

- 31.1 Bids which 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.

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

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

32. Conversion of tender currencies to Indian Rupees

Deleted

33. Schedule-wise Evaluation

Deleted

34. Comparison of Tenders

Unless mentioned otherwise in Section-III at Special Instructions to Tenderers and Section-VI at List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and Comprehensive Annual Maintenance charges (CMC) prices will also be added for comparison/ranking purpose for evaluation. **“Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period shall be considered for bid comparison and the NPV will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum.”**

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

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

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes 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: Deleted

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.

- 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 25% 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 procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% 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 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% 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.”

35.4 Preference to Make in India:

As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 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. Any further Amendment/Clarification/subsequent/superseding order issued by DIPP in this regard, will also form part an essential part of this tender and will be considered for evaluation and ranking of bids.

Vide order Z28018/67/2017-EPW dated 06-Mar-2019, CEO (HITES) is competent authority to look into procurement related complaints for all tenders issued by HITES.

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, interalia, take into account the tenderer’s financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

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 or on the basis of least cost to the purchaser, if applicable

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 off 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 to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within twenty one (21) 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 may send the contract form (as per Section XVI) 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. The successful tenderer should also submit Pro-forma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.

42.3 The Purchaser/Consignee reserve the right to issue the Notifications of Award consignee wise.

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

Failure of the successful tenderer in providing performance security in terms of GIT clauses 41 & 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 EMD

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

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

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 anything 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.

SECTION – III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	
B	8 to 10	TE documents	No Change	
C	11 to 21	Preparation of Tenders	No Change	
D	22 to 24	Submission of Tenders	No Change	
E	25	Tender Opening	No Change	
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	
G	38 to 46	Award of Contract	No Change	

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.

Tenderers/bidders are required to quote their prices in INR only. Also prices should be submitted BoQ wise.

No conditional bid will be accepted. In case conflicting terms are found in bid documents with respect to tender terms, tender terms will prevail.

This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16th September 2020 and its subsequent amendments). Participating bidders need to go through the same and submit relevant make in India authorization certificate.

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, as specified in Annexure-C of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order.

Bidders are also instructed to refer Make in India Policy issued by Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade.

AWARD OF CONTRACT

The quantities in this tender (including additional quantities against the clause “Variation of Quantities at the Time of Award/ Currency of Contract”) can be used by both HLL Infra Tech Services as well as its parent company HLL Lifecare Limited.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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, trademarks 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 twenty one (21) 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 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:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any scheduled commercial banks in India as issued by RBI from time to time or Bank Guarantee issued by a scheduled commercial banks in India as issued by RBI from time to time, 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 Pro-forma 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

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.

7. Packing and Marking

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

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

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

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are

rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period.”

- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser’s inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser’s inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser’s inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier’s premises, the supplier shall put up the goods for such inspection to the purchaser’s inspector well ahead of the contractual delivery period, so that the purchaser’s inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser’s inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser’s/consignee’s contractual right to inspect, test and, if necessary, reject the goods after the goods’ arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser’s inspector during pre-despatch inspection mentioned above.

“On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee’s premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”

- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser’s/consignee’s right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, 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 Followed by delivery of the items, a joint inspection by HITES and respective Medical College/ Institution at site will be carried out to verify the quantity and quality of goods.

9. Terms of Delivery

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

10. Transportation of Goods

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

Deleted

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:

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 ,Indian Subsidiary/Indian agent 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 6 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods: Deleted

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

Note:

- a) Transit Insurance Certificate as per GCC Clause 11- i.e. from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favour of Supplier / HLL Infra Tech Services Ltd.
- b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favour of HLL Infra Tech Services Ltd.

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 and spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee during warranty and CMC period.

13. Incidental services

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
- v) Maintenance of goods supplied

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 / courier (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) Two copies of packing list identifying contents of each package;
- (iii) Certificate of origin (in case the goods are of foreign origin);
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

Deleted

15. Warranty:

15.1 The supplier is to assure uninterrupted service without compromising OT/ICU

- 15.2 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.

- **The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular updates of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment 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.

- No conditional warranty like mishandling, manufacturing defects, etc. will be acceptable.
- Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries/Inbuilt batteries for power backup.
 - Air-conditioners
 - All kinds of painting, civil, HVAC and electrical work
- 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 GCC clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

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

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

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

15.7 During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 months commencing from the date of the installation for preventive maintenance of the goods

15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.

15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment 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 equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

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

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

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for domestic goods or goods of foreign origin located within India.

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

a) On delivery:

Seventy percent (75%) payment of the delivered goods 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 XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;

- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11
- (vi) Certificate of origin.
- (vii) Manufacturer's warranty certificate.
- (viii) GST Payment Proof (GSTR-1, GSTR-3B, GSTR-1 Screenshot, Declaration)

b) On Acceptance:

Balance Twenty Five percent (25%) payment of the delivered goods value would be made against 'Final Acceptance Certificate' (FAC) 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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

- c) Payment of other services, incidental costs, installation & commissioning charges:-** Payment of other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee, if quoted separately.

B) Payment of Site Modification Work, if any:

Site Modification Work payment will be made to the bidder/ manufacturer's agent or to its Indian Office in Indian rupees as 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. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee

C) 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 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 Deleted
- 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 the purchaser.
- 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 custom duty and /or GST or any other taxes) 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 release may be considered 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 Final Acceptance Certificate duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery

22.1 The supplier shall deliver 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
- iv) debarment/blacklisting as per OM No. F.1/20/2018-PPD dated 02.11.2021 from MoF

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 and/or GST 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 and/or GST 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.

22.6.1 Passing of Property:

- (i) 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.
- (ii) 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.
- (iii) 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 or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, 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, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

24. Termination for default

- 24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

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

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, 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 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018 no 28 of 2018 Chapter IIIA
- 30.3 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.5 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India.

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

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

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

33. 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.

33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

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.

Performance Security:

Within twenty one (21) 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 from the date of Notification of Award.

Whenever there is any conflict between the tender terms and bidder terms, the tender terms shall prevail.

Payment terms and Inspection Requirement may further be elaborated at the time of placement of contract.

The warranty and CMC period will be as mentioned in the list of requirement as per section VI of the tender enquiry and as per requirement mentioned along with technical specifications as per section VII.

SECTION-VI

LIST OF REQUIREMENTS

Part I:

Sl. No	Tender ID	Name of the Item	Qty.	Unit	Warranty Period	CMC Period
1	2023_HITE_178924_1	Setting up of In-Vitro (IVF) Lab in Department of Obstetrics & Gynaecology at AIIMS, Bhopal on turnkey basis	As per TED	As Per BoQ	For Equipment -5 year For Turnkey Work- Defect Liability Period- 2 Year	For Equipment- 5 years

Part II: Required Delivery Schedule:

For Indigenous or for imported goods if supplied from India or for imported goods directly from foreign:

Supply, Installation and Commissioning to be completed within 120 days from the date of NoA or date of approval of layout drawing, whichever is later. Tenderers may quote earliest delivery period.

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

The supplier has to ensure the site readiness from the Head of the Institute/Nodal officer of respective consignee before dispatching the equipment.

Note:

- I. Supplier has to submit Performance Security within 21 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied as per GCC clause 23.
- II. Supplier has to submit Layout drawing for approval within 21 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied 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:

Site Modification Work (if any) as per details in Technical Specification.

Part V:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance.

Part VI:

Supplier has to quote for maintenance for initial five year period as defined in tender scope of works. Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above.

Part VII:**Required Terms of Delivery and Destination.****a) For Indigenous goods or for imported goods if supplied from India:**

At Consignee Site(s)

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

Destination/Consignee details are given in Section XIX.

Section – VII

Technical Specification

A. Infrastructure and Lab set up (Annexure A)

- Space requirement: Approx. 2000 sq ft (Includes : Reception, Waiting Area, Consultation Room, Counseling room, Semen Collection room, Pickup OT, Transfer OT, Andrology lab, Embryology Lab and Cryopreservation Lab)
- Human ART Lab and Modular OT with Air Handling Unit as per ART guideline and Infrastructure for ART department.
- Equipment as below / site (Indicative list)

SR. No	Equipment details	Qty
1	Digital Test Tube Warmer	3
2	Benchtop Incubator For Human Embryo Culture with Inbuilt Gas Mixer	1
3	Complete ICSI System with Inverted Microscope and Micromanipulator	2
4	Mini Incubator	1
5	Anti-Vibration table	2
6	Electronic Witnessing System	1
7	VOC Meter	1
8	PH Meter for IVF Media Monitoring	1
9	Temperature Meter for IVF Instrument Monitoring	1
10	Gas Analyzer	1
11	Portable Air Purification System	1
12	Denudation Pipette	2
13	Sperm Counting Chamber	2
14	Class I 6*2 Feet Dual IVF Workstation with Integrated RF ID Based Witnessing System	1
15	Premix Benchtop Incubator for Human Embryo Culture with Humidification	1
16	Trinocular Compound Microscope for Andrology	2
17	Class I Laminar Flow Cabinet for Andrology 6*2 Feet	1
18	Clinical Centrifuge for Andrology	1
19	Dry Incubator Andrology	1
20	CO2 Incubator	2
21	Oocyte Aspiration Pump	2
22	Liquid Nitrogen Container with Wheels	3
23	8i-10 KVA Online UPS with 1 Hr Battery Back Up	1
24	Pharmaceutical Refrigerator	1

B. Management and treatment of Patients: IVF Cycle (Annexure B)

- Medicines (To support Infertility Treatment)
- Hormones (To support Stimulation for ART cycle)
- Media (To support Embryo/Blast Development)
- Consumables (To handle Human Gametes)
- Disposables (For Lab Management)

Aim: Teaching & Training > Knowledge Transfer > Practical Hands on > Skill Development

- Offer training programs catering to:
 - Clinicians
 - Embryologists
 - Lab Managers
 - Centre Managers
 - Bio-medical engineers
 - Lab Technicians
- Offer orientation programs to help the participants understanding the processes in ART
- The purpose of these courses is skill enhancement and knowledge upgradation as part of continuous quality improvement.
- Options for Embryology lab related training modules at IKDRC ut6
 - Quality control in ART laboratory (2 days)
 - Laboratory Management: Maintenance & Calibration (2 days)
 - Safety and troubleshooting in an ART laboratory (2 days)
 - Orientation of an ART Cycle (5-7 days)
 - ICSI & Biopsy training (3-5 days)
 - Cryopreservation of human gametes (2-3 days)

Key Responsibilities for the Project

- Comprehensive development of IVF lab
 - Processing for the necessary Approvals, Registrations, Permission from the regulatory bodies of ART. The official fees for the process shall be paid by the Institute.
 - Support for indigenous research and development in field of human ART.
 - Working together for data monitoring and analysis for establishment for state infertility dashboard.
-

General Technical Specifications

Item 01: Digital Test Tube Warmer for Andrology and Embryology

S. No.	Technical Specifications
1.	Unit should have stainless steel construction
2.	Unit should have minimum 1-1 each block for min 4-6 test tubes of 5ml & 14ml
3.	Ideal for all sample tubes requiring a stable heating environment.
4.	Digital temperature readout
5.	Unit should have microprocessor based digital controller
6.	Should be European CE/US FDA certified
7.	Visible digital LED display indicates the temperature level
8.	Easy to clean surface
9.	Temperature level is adjusted directly on the display in increments of 0.1°C

Item No. 02 - Benchtop Incubator for human embryo culture with Inbuilt Gas Mixer

S. No.	Technical Specifications
1	Bench Top Incubator with excellent control and accuracy of pH, temperature and humidity.
2	Between 8-10 chambers for placing Petri Dishes. And one chamber at least can accommodate 2 dishes at a time.
3	Each Chamber must have an excellent heat distribution using fully contact heated plates. Tightly packed, full surface heating elements: to create stable environment from heated base and lid.
4	Each chamber must have independent display of gas and temperature.
5	In built Gas mixer must be there to mix the CO ₂ , N ₂ & O ₂ .
6	24 hours digital recording of temperature and gas flow
7	Each chamber preferably must have a heated lid.
8	Automatic gas purge in lid closure to maintain gas environment
9	Bench top incubator should have reduced oxygen culture capacity.
10	Constant Temp 37°C in the dishes.
11	Fast recovery. In built alarm alert to low CO ₂ and temperature
12	Power- Universal input 100-240 V, 50/60 Hz.
13	Alarm system in case of power failure.
14	Inbuilt disposable Gasline filtration system.
15	Should have UV-C decontamination of air stream
16	Should have validation outputs and pH electrode port
17	Should have data logging system, alarm.
18	Must be US FDA or EU CE Approved.
19	Low noise level
20	Non inductive heating system to provide no electromagnetic fields around the embryos
21	Insulated chambers and 11 temperature sensors for quick and precise temperature control
22	Must have a chamber for Media incubation with gas and temperature control.
23	Must be supplied with Stacking System of 230V with capacity to accommodate at least 3 incubators

Item No. 3: Complete ICSI System (with Inverted Microscope and Micromanipulator)

S. No.	Technical Specifications
1	Inverted Microscope basic unit
2	Suitable modulation contrast system (complete) for Intra cytoplasmic sperm injection (ICSI)
3	Good optics.
4	Sturdy Stand with built in LED Transmitted light illumination.
5	Micromanipulator should be mechanical with digital display of 3D fine control movement from single lever
6	5x nosepiece to accommodate up to five different Objectives. i.e 4x, 10x, 20x, 40x
7	Oil/air system for pipette setting and control
8	Micromanipulator should be compatible for the utility of commonly available LASER
9	Eye piece should be 10X/15X wide angle.
10	Micro tool holder with 2 axis movement for quick setup of micro tools.
11	Coarse XYZ micromanipulator with minimum 20mm traverse in each direction.
11	XYZ fine micromanipulator with minimum 10mm of traverse in each direction.
12	AIR Syringe for Holding the Oocyte.
13	Oil syringe for injections of sperms.
14	Should be supplied with center heating system at central hole.
15	Must be US FDA or European CE approved.
16	Must provide a software for Video and Image capturing.
17	Stopwatch preferred for monitoring the time of manipulation.
18	Built-in software with manipulator for picture and Video recording of procedure.
19	Fast micropipette set-up with one-step angle adjustment in Air.

Item No. 04: Mini Incubator

S. No.	Technical Specifications
1.	Unit should be Easy to use and compact in size. Approx. dimensions 270x337x95mm
2.	Ideal for ICSI procedures or to be used inside a Workstation.
3.	Should reduce embryonic stress during handling for instance when performing ICSI and for short term incubation of oocytes.
4.	Low consumption of premixed gas
5.	Built-in humidified Gas System
6.	Automatic gas purging function which quickly returns the pH to the physiological range
7.	Must have Two heated chambers that can accommodate up to four warming blocks
8.	Certificate: Should be CE or US FDA certified.

Item 05: Antivibration Table

S. No.	Technical Specifications
1.	The table is adjustable for all available models of inverted microscopes incl. motorized models.
2.	A mass and a stiff support spring system to ensure fast dampening.
3.	Space for mini incubator.
4.	The microscope platform of the anti-vibration table does not touch the actual table.
5.	Enhance the use of the anti-vibration table and work with an incorporated monitor arm.
6.	Should be European CE/US FDA certified.
7.	Stainless steel shelf for accessories.
8.	Easy to clean surface.

Item No. 06: Electronic Witnessing System

S. No.	Technical Specifications
1	One work area required for each critical working location and work on RFID technology. Microsoft Windows based PC or Tablet needed for each work area. Readers available heated. RFID reader frequency: 13.56MHz
2	Compatible with G51 barcodes.
3	Compatible with USB (Keyboard wedge) fixed and handheld scanners
4	Compatible with Operating Systems: Windows 10, Windows 8.1, Windows 7, Windows XP
5	Information data allows to make informed decisions about laboratory work improvements.
6	Procedure data can be explored in detail or summarized into pie or bar charts.
7	Patient samples can be tracked as they enter and leave Cryo storage.
8	On thawing/warming, the barcode information is linked automatically with the embryo thaw dish.
9	Can enter data directly into patient records using small touch screen displays or a keyboard and mouse interface installed at your work areas.
10	System should input data directly, transcription errors are minimized, and multiple data handling is avoided. Data can be accessed and analyzed immediately.
11	Ongoing patient Information is displayed on a big screen fixed to the lab wall and can be accessed from any networked PC.
11	Records can be sorted and filtered in various ways to cross-reference patient cycles and material batches.
12	Capture images and videos from every microscope in the laboratory, at any stage of the patient cycle.
13	Work areas can be connected through Wi-Fi or LAN cables to a central server which means everything works together and data updates in real time.
14	Every process in every part of the lab is automatically detected, logged and protected.
15	Bespoke flow chart designed by hospital and works in line with existing Standard Operating Procedures (SOPs). Flow chart easy-to-use software interface allow lab to amend the diagram as changes in SOPs and needs evolve.
16	Should be European CE/US FDA certified.
17	RFID tags should be available in different size and shapes.

Item No. 07: VOC meter

Sr No	Technical Specifications
1	Perform by Photo-ionisation detector (PID) technology 0.1 to 15,000 ppm
2	Response time should be less than 3 sec
3	Flow rate should be 500 cc/min
4	Operating humidity should be 0% to 95% relative humidity (non-condensing)
5	Operating range -20°C to 50°C (-4 to 122°F)
6	Data logging should have 6-month capacity at 1-minute intervals. Intervals user configurable from 1 to 3600 seconds

Item No. 08: pH meter for IVF media Monitoring

Sr No	Technical Specifications
1	Should have pH accuracy ± 0.02 pH
2	Suitable for use with all popular incubators including benchtop versions
3	Must have 2-point calibration at room temperature followed by 1 point at 37°C
4	Temp accuracy should be $\pm 0.5^\circ\text{C}$ / 0.9°F
5	2GB internal memory
6	Data export to PC with dedicated software provided

Item No. 9: Temperature meter for IVF Instrument Monitoring

Sr No	Technical Specifications
1	UKAS-certified offset. Measurement at calibration temperatures repeatable to $\pm 0.2^\circ\text{C}$
2	Should have certification points 5°C (41°F) 37°C (98.6°F) 45°C (113°F)
3	Typically, 500 hours operation time on battery
4	15.5cm x 6.7cm x 4.0cm
5	Unique microprobe for micro drop measurement

6	Ergonomic design with large backlit digital display
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Item No. 10: Gas Analyzer

Sr No	Technical Specifications
1	Co2 range: 0-20%
2	O2 range:0-100%
3	Response Time: CO ₂ ≤20 seconds O ₂ ≤60 seconds
4	Built-in gas moisture removal
5	Quick verification of incubator concentration levels

Item No. 11: Portable Air purification system

Sr no	Technical Specifications
1	clinically proven for safe and effective use in human ART laboratories
2	All products are clinically proven for safe and effective use in human ART laboratories
3	The ultimate effective air technology to purify VOCs (Volatile Organic Compounds) and pollutants
4	High Performance™ 4-stage Filter® system has been proven to improve air quality and may increase expected outcome and overall results
5	Certificate: Should be European CE or US FDA certified.

Item No. 12: Denudation Pipette

Sr No	Technical Specifications
1	Pipetter should design to be flexible, unbreakable, and will not scratch culture dishes
2	Pipetter should design for all sizes necessary for oocyte denudation
3	Pipetter should design for manipulation and transfer of embryos or cumulus oocyte complexes, as well as for PGD/blastomere work are available.
4	Pipetter should available in a variety of ergonomic handles to match every preference

Item No. 13: Sperm Counting Chamber

Sr No	Technical Specifications
1	simple-to-use device for rapid and accurate sperm count, motility and morphology evaluation, from undiluted semen specimen

2	The lower part has a metal base and two handles. In the center of the base there is a flat disc made of optical flat glass on which the sample is placed.
3	The upper part is the cover glass encircled with a metal ring. At the center of its lower surface there is a 1mm² grid , subdivided into 100 squares, each one of 0.1 x 0.1 mm.
4	When the cover glass is placed on the four tips, the space bounded in a row of 10 squares is exactly one millionth of mL. Therefore, the number of sperm heads in 10 squares indicates their concentration in million/mL.
5	The depth of 10 microns eliminates blurring and allows sperm to move freely. The applied sample is observed in one focal plane.
6	The grid is on the cover glass. This eliminates the need to insert a grid into the microscope eye piece and remove it when not required.
7	Reusable. Easily cleaned with a non-bleach disinfectant solution
8	Repeated use with complete accuracy without calibration

Item No. 14: Class I 6x2 Feet Dual IVF Workstation with integrated RFID based Witnessing system

S. No.	Technical Specifications
1	IVF Workstation 6 feet with option of mounting 2 stereo microscope.
2	Size: Working chamber should be 6x2 Feet.
3	HEPA filters: Class H-14 HEPA Filters in accordance with EN1822. Filter Efficiency 99.999% for 0.3 Micrometer particles size.
4	Filters: Pre-Filter and HEPA Filter.
5	Heating: Electrical
6	Flow: Flow meter to regulate flow rate of gas through bubble flask (vertical Flow)
7	Noise level: up to less than 53 Db
8	Light damping facility to adjust light intensity.
9	IVF Workstation should be vertical and Class I where Sample must be protected from contamination.
10	Working chamber tabletop should be made up of stainless steel, SS table should be integrated with two RFID based Witnessing system with heated platform and glass heating RFID reader.
11	Integrated Humidification System.
12	IVF workstation should have with integrated heated system for two Stereozoom microscope
13	Special Heating Surface with Temp accuracy $\pm 0.1-0.3^{\circ}\text{C}$
14	Inbuilt LCD monitor screen 20" to 22" for display and training purpose.
15	Should have minimum 2 Electrical Sockets
16	2 Warming blocks for holding at least 8 or more follicular fluid tubes of 14/15ml.
17	2 Warming blocks for 60mm dish.
18	Must be US FDA or EU or CE approved.

19	2 x Microscope Light Opening with Heated Glass of 90 mm.
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Item No. 15 – Premix Benchtop Incubator for human embryo culture with Humidification

S. No.	Technical Specifications
1	Designed to maintain consistent culturing environments for optimum temperature and pH control.
2	Network connectivity for data output
3	Base plate of chamber designed to fit commonly used IVF dishes
4	Integrated battery backup for 2 hours
5	Reduced oxygen culture capability
6	Incubator works with any defined premixed gas of choice to achieve the proper CO ₂ and reduced O ₂ environment
7	Optional fitted pH monitoring
8	Pip-in Window to check water level & Gas Flow without disturbing culture
9	Dishes per chamber: 1. 4 x NUNC 4 well dishes; 2. 4 x NUNC 60 mm dishes; 3. 10 x NUNC 30 mm dishes; 4. 4 x MINITUB 5 well dishes; 5. 4 x FALCON 60 mm dishes; 6. 4 x FALCON 60mm single - well "organ culture" dishes
10	Must be US FDA or EU or CE approved.

Item 16: Trinocular Compound Microscope for Andrology

S. No.	Item Description
1	Standard microscope set complete with built-in 6V20W halogen light illuminator with regular power supply
2	Quadruple ball bearing nosepiece, co-axial coarse and fine focusing controls, high resolution Semi-Plan Achromat objectives 4x, 10x, 20X
3	360° rotatable inclined binocular tube, fungus resistant optics for tropical use, widefield paired eyepiece HWF10x (F.N.18), right hand control co-axial low drive mechanical stage and rack & pinion focusable Abbe condenser 0.9/1.25 N.A with iris diaphragm complete set in thermocole packing
4	Trinocular Microscope with CCD camera

Item 17: Class I Laminar Flow Cabinet for Andrology 6x2 Feet

S. No.	Item Description
1	6x2 Feet LAF where both user and product are protected against particle and microbial contamination in IVF.
2	Low Noise levels.
3	Must be CE/US FDA/EU, BSA certified.

4	Surgical Stainless Steel (2mm) work surface
5	Toughened glass front window
6	Adjustable luminosity
7	Fully operated with a microprocessor control panel.
8	USB data output
9	Electrical outlets
10	Fixed support Stand (80-85cm)
11	Approx. Dimensions: 1800x800x2000 (WxDxH)

Item18: Clinical Centrifuge for Andrology

S. No.	Item Description
1	Brushless Motor Capacity (6x10ml) with Swing Out Rotor
2	Max RPM/RCF (xg)-4000RPM/2270g based on the rotor
3	Speed setting as 500-4000 RPM in steps of 10RPM
4	User should be able to set and save up to 99 user defined programs (protocols) with a digital display

Item 19: Dry Incubator Andrology

S. No.	Technical Specifications
1.	Unit should have stainless steel construction
2.	Unit should have minimum 14-liter capacity.
3.	Ideal for warming of all plasticware prior to use.
4.	Incubator should maintain 37°C.
5.	Easy to clean surface
6.	Temperature level is adjusted directly on the display.

Item No. 20: CO2 Incubator

S. No.	Technical Specifications
1	160 litres internal Volume
2	TC/IR CO2 Sensor Soft touch key pad
3	Out Door Heating Error Warning
4	Auto Start Function
5	Inner Safety glass door
6	HEPA Filter for CO ₂
7	Inner safety glass screen (3 pieces)
8	Microprocessor PID temperature controller
9	Temperature Sensor
10	Temperature range ambient above 5°C to 50°C (± 0.1°C at 37°C)
11	Air- Jacket direct heating system

12	Over- Temperature Protection Smooth inner casing with rounded corners on all sides made of stainless steel Dry or Moist heating disinfect ion at 90°C to 120°C.
13	Disinfection duration 12-13 hrs
14	At least 3 inner shelves
15	Must be CE/US FDA/EU Certified.
16	Co2 Incubator must be supplied with its Table.

Item 21: Oocyte Aspiration Pump

S. No.	Technical Specifications
1.	The vacuum pump should have a Cut Off after a set vacuum range is achieved.
2.	The Low Vacuum should be of minimum range of 300mmHg and high should be of minimum range 500mmHg.
3.	The vacuum range can be set digitally and the desired vacuum should increase by 1mmHg.
4.	The operating switch to create vacuum should be a foot switch.
5.	There should be toggle switch or system to instantly create high vacuum up to 500mmHg.

Item No. 22: Liquid Nitrogen Container with wheels

S. No.	Technical Specifications
1	For specimen storage - 47 Litres
2	For Liquid Nitrogen storage - 26 Litres

Item 23: 8-10 KVA Online UPS with 1 hour Battery Backup

S. No.	Item Description
1	SMF battery backup with 1 hour battery backup with SNMP and isolation transformer, battery rack inter connection links (42AH*20 nos)
2	Rectifier & Inverter with IGBT and DSP Technology.
3	Voltage 400 \pm 15% V, 3 Phase, 4 Wire.
4	Frequency: 45 to 55 Hz.
5	Display: Control Panel with LCD Screen.
	Battery: Sealed Maintenance Free Rechargeable.
6	Back up: 1 Hr (60 Mts)
7	Protection: Overload & Short Circuit.
8	Ventilation: Forced Air Cooling.

Item 24: Pharmaceutical Refrigerator

S. No.	Item Description
1	Capacity of storage 300 liters or more
2	Temp range-should have adjustable temperature control range from +1° to +8° C, factory present at 4° C.

3	Refrigerator system: The system should have high density CFC-free insulation to protect cabinet from ambient temperature fluctuation. The system should have positive, force, air circulation to maintain temperature uniformity at all shelf levels, with quick recovery +/- 1 degree Celsius. The system should have sensors for activation of automatic/manual defrosts cycle to minimize the frost build up.
4	Internal construction should be made of high grade stainless steel (minimum 22G) External construction corrosion resistant sheet at least 1 mm thickness.
5	Internal temperature control: System should have temperature control range from +10 C to +80C. Temperature control resolution should be better than 10 C. Cooling down time of max of 150 min on half load.
6	External ambient temp should perform in ambient temp up to +430 C.
7	Door System should lockable double doors with double pane with self-closing door for better safety.
8	Safety System: a) System should have large and clear Digital displays for the set/run parameters. b) The system should have chart recorder to record temperature changes with battery backup.
9	The system should have key operated set point for the added security Alarms. System should have audible/visual warnings for over-temperature under temperature and power failure with visual status reports on critical functions. System should have battery backup and connections for remote alarm contacts.
10	Should have adjustments for uneven bases. The adjustments should be easy to use like rotating a screw at the legs in the base.
11	Scratch resistance internal of the cabinet. (stainless steel or aluminum)
12	Should have 6-10 adjustable drawers of stainless steel of 22G
13	Power Input to be 220-240VAC, 50Hz fitted with Indian Plug.
14	Voltage corrector/stabilizer of appropriate ratings meeting ISI specifications. (Input 160-260V and output 220-240V and 50Hz)
15	Certificate: Should be European CE or US FDA or BIS certified.
16	Electrical Safety conforms to standards for electrical Safety.

Required Items for Department of OBGY as per following Technical Specifications and annual estimated Quantities (Please note Quantities may increase/decrease in either side as per AIIMS Bhopal requirement):-

	TECHNICAL SPECIFICATIONS FOR 3D-4D Doppler High Resolution Ultrasound (USG) Machine
	SYSTEM OVERVIEW:
1	<p>System should be the latest "state of the art" fully digital Ultrasound equipment capable of performing, OBS-GYN, Abdomen, Vascular, Small parts, Lightweight and maneuverable, High Resolution LCD/LED Display 21.5 inches or more, Touchscreen, 4 Active Probe Ports, Automatic Optimization, Auto TGC, 3D Multiplanar Display, Realtime 4D.</p> <ul style="list-style-type: none"> -Should support feature for surface rendering with placement of render live to reduce artifacts. It should be able to continuously update render line placement with fetal movement during 4D Scans. - Should support feature for delineating clearly the outlines structures of interest using a shadowing effect, allowing the operator to observe structure behind the directly visualized structure during fetal imaging. -Should support feature for showing the blood flow with a sense of depth while reducing blood overflow and indicating the vessel with sharp edges. —Should support feature for adjusting slice thickness on 3D or 4D images to increase contrast reduction and should be able to obtain any plane from a 3D or 4D volume by drawing a line, curve or trace through the structure —Should have the option to measure the number and volume of follicles automatically. —Should be able to automatically place callipers for fetal biometric measurements —Should support feature to assess the fetal station, provide objective measurements and progress of Labor. - Should support feature to measure fetal head progression, direction and rotation during Labor. - Should support feature to automatically obtain the recommended views of the fetal heart for fetal echocardiography. -Tomographic Ultrasound Imaging, HD-Flow, STIC, Anatomical M-Mode, Wide Sector (Max Angle), Coded Contrast Imaging, B-Flow, Battery Pack, Sleep Mode – Fast Wake, Probe Favorites, 3D Print File Export, Report Editor, On Board Archive including, Preview and Pre-selection, Advanced Security Package, advanced software options such as Windows 10 IoT, etc without any additional cost.
2	<p>The system should have the following modes: B-Mode (2D), conventional M-Mode with varying sweep rates, Anatomical M-Mode, PW Doppler with high PRF (PW), High PRF Doppler Mode,(TD)-Tissue Doppler mode, Color Flow Doppler Mode (CFM), Power Doppler Mode (PD), directional power Doppler, HD-Flow Doppler Mode (HD-Flow), and B-Flow (BF). B/ Color/FW Doppler in simultaneous real time. Volume Mode: 3D Static & 4D Real Time on Convex and Intracavity probes & Matrix technology probes should be compatible with the system</p>

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3	System should have fully independent triplex multiple mode operation for extraordinary ease during Doppler examination, should be possible on all probes.
4	21.5 inches or more in High Resolution LED Display with DVI interface, Resolution: Full HD 1920 x 1080 pixel, Image Size: 1136 x 786, Fully Articulating Monitor Arm, • Tilt angle: +30°/-90° • Rotate: +90°/-90° • Horizontal Range of Motion: >250 mm (9.8 in), • Vertical Range of Motion: >100 mm (3.9 in), Digital backlight and colour temperature adjustment settings available (eg. Dark, Light) and touch screen capable with option for volume rotation, light source adjustment, etc., capable of displaying 2D/3D/4D Ultrasound Images in real time & 4 Active universal Probe Ports
5	Volume imaging, Multi-slice imaging with variable slice thickness and multiplanar imaging on all types of 3D and 4D modes.
6	System should have facility for volume 3D/4D with Convex and option of taking 4D TV Probe in near future.
7	Should be capable of performing live 4D Imaging with Volume transducers. 4 D imaging should be possible in Gray scale, colour mode, harmonic mode, Instant rendering of MPR images should be possible that rival acquired 2D resolution. 3D/4D tool Obtain any plane from a 3D or 4D volume by simply drawing a line, curve, polyline or trace through a structure. This valuable technology enables views of even irregularly shaped structures not attainable in 2D imaging. Excellent approach for examination of complex structures with curvilinear or irregular shapes. Benefit Reduces your manipulation of X-Y-Z Allows any slice in any plane - no longer locked into orthogonal planes Ease of understanding of coronal plane when you simply 'draw' one.
8	System should have 28,00,000 or more digital processing channels. Higher number of channels will be preferred.
9	Dynamic range should be 265 dB or more, with range adjustability by selecting different Dynamic Contrast Curves. Higher dynamic range will be preferred.
10	A 2D imaging depth of at Minimum Depth of Field: 1 cm (Zoom, probe dependent) Maximum Depth of Field: 40 cm (probe dependent) More will be preferred.
11	256 (8 bits) discrete gray levels
12	Maximum Colors in 24 bit
13	2D acquisition frame rate more than 1500-2000 frames/sec, color Doppler frame rate more than 400/s
14	Multiple focal imaging
15	Real time compounding with colour or power Doppler imaging
16	Multiple frequency selection for better penetration and resolution for better tissue differentiation and better contrast resolution
17	Post processing tools for annotation, measurement, correction of angle, baseline, sweep speed should be possible on stored images
18	System should have multivariate Tissue Harmonic imaging facility including coded harmonics on all transducers. It should be able to operate with compound imaging and speckle reduction algorithm. System should have one touch tissue contrast resolution adjustment without altering the set pre-sets levels.
19	System should have real time compounding image technology with minimum 11 transmitted lines of sight. Real-time Compound Imaging should operate in conjunction with Tissue Harmonic Imaging, volume modes, Panoramic imaging, and duplex Doppler, and in conjunction with speckle reduction imaging
20	High resolution algorithms for advanced speckle noise reduction, refined tissue pattern displays, and fine border definition. Should operate in 2D and 2D/CFI/Doppler mixed modes and with 3D and contrast agent imaging. This feature shall have operator selectable settings and be capable of displaying in side-by-side mode with non-speckle reduced image.



21	Should have trapezoidal imaging and steerable imaging for 2D, color & Doppler with linear probe. Beam Steering should be possible with angles up to 30 Degree on linear probe.
22	Panoramic / extended field of view imaging should be available on 2D mode on convex and linear transducers. This mode should build the extended field-of-view in a real-time manner, showing the image as it builds.
23	One button automatic adjustment / optimization for 2D mode, color mode and Doppler mode. With auto correction of relevant fields of the 3D mode as well
24	Incorporates advanced technology like coding excitation transmit technology and Coded harmonics mode for imaging deeper areas for imaging obese patients will be preferred.
25	The system should have a fast boot up time less than 200 seconds, when switch 'ON' from 'OFF' position, and also less than 20 second from 'STANDBY' position. Specify the system booting time, less will be preferred.
26	System should have high capacity fans with automatic speed for system cooling.
27	Year of introduction of the specific model – should be as latest as possible, preferably should have been launched within 3 years.
28	Unique user-friendly user interface for comfort and fast throughput
	SYSTEM CONTROLS:
29	System should have at least 45 automated and user programmable pre-sets (output power, signal processing and calculations).
30	System should have facility to adjust 2D performance instantly for different patient types (Thin, average, obese).
31	The system shall display thumbnails on a clipboard with live gray mode while scanning to facilitate exams.
32	Pan and zoom facility with high resolution results in both live & frozen images. Higher zoom will be preferred, with HD-Zoom functionality up to maximum possible.
33	Cine loop review facility in individual and mixed modes should be available
34	Post processing in Freeze mode (Dynamic Range adjustment, Color display on / off, Color / Doppler invert, Color / Doppler baseline adjustment, sweep speed, measurement, annotation and pictogram). Post processing of B-mode images with Speckle Reduction algorithm.
35	Real-time automatic Doppler calculations on touch of a button. Should provide facility to apply automatic Doppler analysis retrospectively to frozen spectral data or data retrieved from Dop. or scrolling. Possibility of manual Doppler trace
36	System should have at least 8 callipers with depth information and extensive, customizable measurement and report packages including Vascular, Abdominal, Small-Parts, Urology, Pediatrics, Ortho, Neurology, complete Obstetrics, multi-gestational Calculations, Gynecology, and Fetal Heart report packages.
37	Callipers should have minimum precision of 0.1 mm, Small size callipers for measuring < 5 mm
38	Callipers of dynamically varying contrast compared to background. Delete last measurement option, curved linear distance measurement.
39	Measurements (distance & area) should be possible in real time (non-frozen), frozen & on saved images as well.
40	Facility to save reports along with patient data which can be retrieved later. Measured parameters must be printed directly in form of a report through laser printer



41	System should have facility of electronic biopsy guide and algorithm for clear needle visualization. The system should be capable of displaying biopsy lines (for all Transducers) while performing a fusion of B mode and color mode.
Speed & Volume Angle adjustment on volume imaging:	
42	Different render direction to view the volume image
43	Advanced tool for accurate quantification of irregular regions in 3 D & automatically calculates the number and volume of hypo-echoic structures to speed follicular assessments
44	Ability to restrict firing of the probe to a particular slice thickness of the region of interest
45	Advanced tool for selection of slice thickness out of complete volume dataset
46	4D fetal Echo- 2D +COLOR+B flow, STIC + Power Doppler Mode • STIC + CFM Doppler Mode, • STIC + HD-Flow Mode• STIC + CRI • STIC + CRI + CFM• STIC + CRI + PD • STIC + CRI + HD-Flow• STIC + B-Flow • STIC + multi-slice mode with cine movement.
47	Advanced imaging mode for visualisation of hypo-echoic areas and get automatic precise volume followed with the measurements of each region and proper reporting.
48	Simultaneous visualisation of 3 planes and Realtime 4D to guide the needle to the lesion
49	Additional Software related to follicle, Biometry , Advanced 4D , Render should be quoted as standard part of the Scope of supply Transforming Nuchal Thickness measurement with automation within fraction of seconds for the fast and accurate scanning supporting sonographers or radiologist to finish their scan within short time
50	Should have auto 3 D / 4D rendering as well to get the best reproduction of 3D image in fraction of second with one touch
51	Advanced Spatio Temporal Image correlation with STIC & Anatomical-M mode for the diagnoses of atrial and ventricle synchronisation/ disfunctionality of the Fetal heart. Automated sonography based technology helps streamline the acquisition of volumetric images of the fetal heart, displaying all eight recommended views with two steps after accusation of volume data set
PHYSICAL DIMENSIONS:	
52	The equipment should be a room based wheeled unit with integrated brake, footrest, transducer, cable and gel bottle holder, and with hydraulic height adjustment facility for control panel and monitor independently. Transducer and gel bottle holders should be provided from both sides of the keyboard for the user-friendliness of the machine..
53	21.5 inches or more in in High Resolution LCD LED Display with DVI interface, Resolution: Full HD 1920 x 1080 pixel, Fully Articulating Monitor Arm,• Tilt angle: +30°/-90° , Rotate: +90°/-90
54	Extra Light Innovative user interface with high resolution 10.1 in LCD touch panel & System should have a full-size Alphanumeric Keyboard with interactive backlighting. The keyboard could be floating or fixed type with range of rotation and adjustable height available. Floating will be preferred.
55	Integrated recording keys for remote control of up to 4 Peripherals or DICOM devices, one dedicated DVD recording key.
56	The system shall have 4 universal probe ports easy to access location with electronic switching facility. 4 Active universal Probe Ports
IMAGE STORAGE, DOCUMENTATION DEVICES & CONNECTIVITY ISSUES:	
57	Must allow digital storage of gray scale as well as color images (both frozen & cine loops). Facility of reviewing and exporting in different formats.
58	System shall support the ability to store digital raw data that allows optimizing imaging parameters such as B Gain, TGC, Color Gain, Dynamic Range, Speckle Reduction levels, Doppler Gain, Doppler Base Line on image recalled from the image archive



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59	The system should have on board storage facility for at least 500 GB. The hard drive should be inbuilt. Cine Features: • Dual/Quad image CINE Display • CINE Gauge and CINE image number display • CINE Review Loop • Selectable CINE Sequence for CINE Review (by Start Frame and End Frame) • Side Change in dual CINE Mode • Measurements /Calculations & Annotations on CINE Length;
60	The system shall provide the ability to sort images stored on board based on patient name, exam date, patient ID and exam types. Patient directory should show network status as print status, archive status, commit status and export to DVD status. Integrated Software DVR • Digital recording • One drive for data export and recording • DVD Formats: DVD+R, -R, +RW, -RW for recording, DVD and CD support for data export • USB support: FAT32 compatibility
61	Possibility to modify / edit patient data during and after exam has been stored and saved .
62	Must have an integrated CD /DVD writing- burning facility and it could be viewed on any ordinary PC. Machine must have capability to write CD/DVD separately of a previous patient during scanning to save time. Should be able to archive data from previously stored CD/DVD. DVD / CD drive to store / retrieve images in different formats (TIFF/JPG / AVI / DICOM) / Patient reports
63	System should be DICOM (higher version) ready (Storing, Transfer, Printing)
64	USB PORT: minimum 4 USB ports in machine and must be providing with USB memory stick transfer images.
65	System should be easily intergraded in hospital PACS without any extra cost.
66	Transducers should be of broadband technology for extreme high-resolution images. Please specify model number, footprint, bandwidth, imaging frequency, Doppler frequency, FOV and weight of each transducer. Light weighted transducers with flexible cables will be preferred. Biopsy guides should allow various size needles
67	Multifrequency 2D convex transducer: Wideband Convex Probe -Applications Abdomen, Obstetrics, Gynecology Maximum Bandwidth 2 – 5 MHz or better. Biopsy Guide Available Multi-Angle, with reusable bracket
68	Broadband 4D convex probe light weight will be preferred. Wideband Convex Volume Probe Applications Abdomen, Obstetrics, Gynecology, Pediatrics Maximum Bandwidth 2 – 8 MHz or better. Biopsy Guide Available Multi-Angle, with reusable bracket
69	Wideband 3D/4D capable Transvaginal Volume Probe with Biopsy guide attachment. Applications Obstetrics, Gynecology, Maximum Bandwidth 3- 9. MHz or better .
70	Wideband Matrix Linear Probe Applications Small Parts, Peripheral Vascular, Pediatrics, MSK, Breast Maximum Bandwidth 4-13 MHz or better.
ACCESSORIES	
71	B/W thermal printer of latest model (with CE / FDA/ BIS mark) for image printouts. Please specify the brand, model and specification details.
72	UPS for backup.
GENERAL INSTRUCTIONS TO VENDORS:	
73	All information in the tender document must be supported in the product data sheet.
74	Compliance statement sheet must quote page number/s as it appears in the product data sheet enclosed by the vendor.
75	Supplier should be able to demonstrate its quoted model when and where required along with quality control programme for system performance
76	Supplier must attach the list of installation in leading Diagnostics centres hospitals or in institutions inside India (at least 100)
77	System should be ISO, CE & FDA /BIS certified.
78	Minimum 5 years warranty + 5 years CMC

Note: All Tenderers should quote item/items with following approved standards and shelf life:-

- Tenderer must enclosed copy of CE(European)/USFDA/DGCI/WHO GMP/BIS/ISI/CDSCO, which so ever applicable for requested consumable items.
- Manufacturers/suppliers should have ISO certification for quality standards (i.e. 9001:2015).
- Substandard and rejected items must be replaced within 15 days times by the approved Supplier Agency, if any such intimation received from AIIMS Bhopal in writing.

General Specifications for all purpose latest C-Arm Image Intensifier System

Qty - (01)

The offers are invited in two bid systems (Technical bid + Financial bid) for the purchase of latest Mobile C arm image Intensifier system. The C-arm unit should be state of the art, currently under production capable of sleek movements for Multipurpose applications. Please mention the year of launch.

The C –Arm Unit should allow unobstructed positioning and ease of operation, should have the following features.

Mechanical motion requirements for C-Arm:

i	Motorized vertical travel:	450 mm or more
ii	Pivotal rotation / swivel range:	+/- 12.5° or more
iii	Arc Orbital movement:	120° (-30° to +90°) or better
iv	Horizontal Movement should be:	200mm or better
v	Source to Image Intensifier distance (SID Range):	960mm or better
vi	Free space between Image Intensifier and X-Ray Tube:	760mm or better
vii	Rotation of C-arm:	+/- 180° or more
viii	Depth / Radius of C-arm should be:	630mm or better (adequate to encircle OT Table & bulky patient)

The C-arm should also have Foot Lock facility at control Panel to immobilize the unit (Foot brake directly applies on wheels for effective braking).

It should have mechanical Locks for all the movements of C-Arm

Imaging Section: (Image Intensifier & TV Camera)

The Image Intensifier should have triple field 9"/6"/4.5" input diameter with 10:1, 100 lines X-Ray Grid.

TV Camera should be Compact CCD camera of high no of pixel (752 x 582 pixels) or more

Modular Trolley with 2 Nos. 19" flicker free LCD Monitors with monitor's foldable facility

The System should have facility to rotate the image continuously.

X ray Generator & Control Panel:

The X ray generator should high frequency of 40KHz with maximum 3.5KW output.

X ray generator should be capable of operating between 40 KV to 110 KV

The X Ray generator should support mA in the range of 0.1 to 3 mA for continuous Fluoroscopy,

The X Ray Tube should have focal spot of 0.6mm² for Fluoroscopy and 1.5mm² for Radiography.

The Anode heat storage should be 40KJ or more.

The Boosted/High Definition Fluoro should be 7.5 mA or better.

The Snapshot mode Fluoro should be 8mA or better

The System should have Pulsed fluoroscopy with 1,2PPS.

The Radiography mAs should be 200mAs or better.

The Radiography mA should be up to 80mA.

X-Ray exposure should be initiated through the Foot Switch & Hand-held Switch

The C-arm system should have Digital Control Panel with 10-inch Full Touch Screen display as standard.

The system should have facility of Image Rotation, Averaging, Edge Enhancement, Image Invert, Image Flip & Image Save from Control Panel

The system should have a facility to select KV & mA (Manual / Auto mode)

The Display of live Fluoro image should be available at the Control Panel for fast & precise positioning.

The System should have access of Laser Aimer ON/OFF facility at Control Panel

Digital Image Rotation (CW/CCW) from Control Panel

The Control Panel should have the facility of Display of all Fluoroscopic and Radiographic Parameters Viz. KV, mA, time and operating mode, Magnification, Real-time Tube Head Temperature Indicator with Bar Graph.

A five minutes cumulative timer with buzzer should be available.

Emergency Stop switch for manual shut-off.

Digital Imaging Processing

- The C-arm unit should incorporate PC based image memory with the standard Features as mentioned below:
 - System should have capability to display (measured or calculated) the Patient's Dose Rate & Accumulative dose.
 - New Patient Registration with Patient details, Procedure details, Doctors Name, Date and Time.
 - Display of Information like Patient ID, Patient name, Patient Age, Operating modes, Rotation, kV& mA value display, Hospital Name.
 - Real Time Brightness and Contrast adjustments for improved image quality.
 - Permanent image storage capacity of 2,00,000 images.
 - Image rotation (+/-180 degree) clockwise and anti-clockwise at 1 degree step.
 - Image orientation: Left/ Right (Horizontal Flip) and Top/ Bottom (Vertical Flip).
 - Negative Images (grey level invert).
 - Image averaging for Noise reduction (2, 4, 6, 8, 12, and 16).
 - Real-time Edge enhancement.
 - Manual Save and Auto save facility of Images.
 - Reference Monitor – Transfer the image from Live to Reference Screen.
 - Multiple Image View on reference monitor: Single, QUAD, 9 images and 16 images
 - Cine loop acquisition: 1,2,4,8,15,25 frames per second
 - Cine-loop Display (Play, Pause and Stop) and Frame by frame review.
 - Quick exploration of stored images from Search Patient.
 - Thumbnail view for Images and Cine loop.
 - Cine-loop Display (Play, Pause and Stop) and Frame by frame review in Reference monitor.
 - Image post processing filters on saved images (Sharpening, Mean Filter and Median Filter)
 - Standard Edge Detection Filters.
 - Image Zoom in, Zoom out and Pan
 - Measurements & Annotation facility

Data Documentation

- Software should have facility to generate the Patient Report
- USB Image Export Facility

Image Acquisition & Storage System (PC)

- Intel Core(TM) i3-4150 CPU @ 3.50 GHz
- Minimum 4 GB RAM
- 64-bit Operating System, Windows 7 Professional
- DVD Writer
- Spill-proof Keyboard with integrated touchpad

Power Requirement

- The System should have Isolation Transformer to safeguard the equipment from power surge, Spike, fluctuation & prevent from electric shocks.
- Power input to be 230Volts + 10% Ac, 50 HZ fitted with 15-amp plug.

Essential Accessories:

The complete functional system must be quoted with dual channel Laser light preferably on Image Intensifier end to reduce the X-ray dose,

- Light weight aprons (5 No),
- Suitable UPS for PC with back-up of 15 mins at least

NOTE:

The quoted Equipment should have BIS and AERB Type Approval and equipment should comply with AERB guidelines for leakage radiation & Table-Top dose.

Manufacturing firm should be ISO 13485 approved.

The firm should also mention the nearest service centers for prompt after sales services

The unit should be offered with 1 year warranty and 4 years Comprehensive Maintenance contract (CMC)

The Lowest bidder (L1) will be calculated on the basis of Unit cost with warranty and CMC to be added on NPV at 12%.

The quoted firm should have turnover of minimum 100 crores.

Technical Specification for the Desktops at IVF Lab

OS: Windows 10 Pro (OFFICIAL VERSION) and above, Intel Core i5 Processor 8 GB RAM, 1 TB GB available hard disk space, DirectX 9 graphics device with WDDM 1.0 or higher driver, 1 Ethernet Port, 3 Spare USB Drive.

	Anaesthesia Workstation	Compliance YES/NO
	Technical Specification	
1	Compact and modular, three gas Anaesthesia workstation with an integrated ventilator for adult to infants and integrated airway monitor for airway pressures and volume.	
2	The Machine should be suitable for low and minimal flow anaesthesia application with compliance compensation of breathing circuit, fresh gas flow compensation/ decoupling.	
3	Anesthesia machine should have minimum 90 min battery backup.	
4	Manufacturer should have own registered office/own registered service centre/100% Subsidiary company in India/Distributorship in India. Necessary document in the name of manufacturer/100% subsidiary/Authorised Distributorship company like GST Registration / Trade License to be submitted along with bid;	
5	Gas Delivery System	
a	Should have pin index yokes one for oxygen and one nitrous oxide besides separate connection for central gas supply for oxygen, nitrous oxide and air.	
b	The machine should have pressure gauges for cylinders and central supply lines visible from the front of anaesthesia machine. The gas connections should be non-interchangeable.	
c	Automatic cutoff of N ₂ O / oxygen pressure failure.	
d	Hypoxic guard for liner regulation of minimum oxygen concentration at 25% volume and must ensure a minimum oxygen flow of 200ml at low fresh gas flow setting even below total 500 ml fresh gas flow.	
e	Audio-visual oxygen failure alarm.	
f	Emergency oxygen flush at 35-70L/min bypassing the vaporizer	
g	Should have O ₂ monitoring with paramagnetic/Galvanic fuel cell technology and should be covered under warranty for 5 years and thereafter under CMC. Anaesthesia gas monitoring on the Ventilator Screen	
h	Should have Auxiliary O ₂ flow meter for both low flow upto 15 l/min and high flow upto 60 l/min	
i	Multi gas module with paramagnetic O ₂ Capnography, agent id and Mac values to be monitored displayed along with other features	
6	Flow meter	
a	Dual cascade type flow meter tubes for oxygen, N ₂ O & Air (Or electronic gas mixing). Range 0ml /min to 10lit/min.	
b	Calibrated in multiple scales. Dual tube for air 0 ml to 1L/min and 1 L/Min to 10 L/Min	
7	Vaporizer	
a	Machine should have facility to mount two quick mount type selectatec vaporizer for easy interchangeability and safety	
c	Should be provided with a temperature / pressure compensated and flow independent vaporizer for Isoflourane and sevoflurane	
d	Vaporizer should have extended delivery range with standard marking.	
e	The vaporizer design should be with one time life time calibrated.	
8	Breathing System	
a	Should have semi closed circle absorber system. Initial Soda Lime requirement of the absorber with minimum capacity of 1.5lt to be supplied.	
b	Should have adjustable pressure relief valve from 0 to 60mm bar.	

c	Should have change over from spontaneous to Bag ventilation with single step and/or a confirmation message on ventilator screen	
d	Should have an external fresh gas outlet for connecting Magill or Bain's circuit.	
e	It should have CO2 bypass feature.	
9	Anesthesia Ventilator	
a	Electronically controlled electrically driven / pneumatically driven ventilator	
b	Should not require changing of bellows for adult & infants.	
c	Modes: Volume controlled, manual / spont, pressure controlled mode, pressure support (or SIMV with PS), SIMV, SMMV, PRVC	
d	Tidal volume : 10 ~ 1500ml	
e	PEEP : 4-20 mbar	
f	Breathing Frequency : 4 to 100 BPM	
g	IE Ratio : 2:1 to 1:3	
h	Inspiratory pause: 5 – 50% of Ti	
i	Flow : 0 to 100 L/min.	
j	Pressure limiting (Pmax) : 10 – 70 cm H2O	
k	Should automatically compensate for compliance of breathing system	
10	Airway Monitoring	
a	Integrated monitor should be min 10" or more color display/ELI for electronic monitoring and display of following set and measured values	
b	Expiratory Tidal Volume, Expiratory Minute volume, PEEP, Peak and Mean and Plateau	
c	airway pressure, Frequency, Waveform and loop display for Airway pressure, flow and volume on Ventilator Screen.	
11	Alarm limits and alarms	
a	Adjustable high / low limits with audio and visual alarms for the following:-	
b	Minute volume, airway pressure (incl stenosis and disconnect), Insp oxygen concentration, audio power supply fail alarm, low driving gas pressure, low battery Apnoea alarm	
12	Machine should have RS 232/USB connectivity port.	
13	Monitor (ECG, SpO2, NIBP, Dual Temp, Resp)	
a	Should be suitable for adult, paediatric and neonatal patients monitoring	
b	Should have minimum 6 channels of waveforms with minimum 15" color touch screen display with vertical and horizontal cursors.	
c	Battery backup for 60 minutes should be provided through internal batteries or UPS	
d	Should have automatic graphic and tabular trending of all monitored parameters as standard for at least 24 hours.	
e	Should have minimum ECG, NIBP, SpO2 (Masimo/ Nellcor technology), 2 Temp with OEM Compliance	
f	Should have ST segment analysis and arrhythmia detection including life threatening arrhythmias such as V. TACH, ASYST, V. FIB as standard features.	
g	Should have manual as well as automatic scaling of screen format.	
h	Should have user selectable parameter priority and colour selection for parameter on screen.	
i	Monitor should have ESU and Defib protection feature	

14	The quoted model (Both Anaesthesia and Monitor) should be European CE with four digit notified body number or US FDA or BIS approved for the quoted model and certificate to be submitted.	
15	Anaesthesia machine with ventilator and patient monitor should be compatible to each other	
17	Scope for supply with each machine:- (As per BOQ)	
Sl.No	BOQ	Qty
1	Anaesthesia Machine with Integrated ventilator without vaporizer	1
2	Isoflurane and sevoflurane vaporizer	1
3	ECG, SpO2, NIBP, Dual Temp, Resp (Combined or separate or integrated)	1
4	2IBP if separate	1
5	BIS/Entropy/Anaesthesia depth monitoring	1
6	Adult autoclavable patient tubing (Silicon)	2
7	Paediatric autoclavable patient tubing (Silicon)	2
8	5 lead ECG cable	2
9	SpO2 finger sensor with extension cable (adult)	2
10	SpO2 finger sensor with extension cable (Paeds)	1
11	SpO2 finger sensor with extension cable (Infant)	1
12	Skin Temperature probe	1
13	Rectal / Esophageal temperature probe	1
14	NIBP Hose	2
15	Adult cuffs	2
16	Paeds cuffs	2
17	Infant cuffs	2
18	Large Adult cuff	2
19	IBP reusable cable	2
20	Disposable IBP transducers	10
21	Sample lines for EtCO2	10

Technical Specification of Patient Transport Monitor	
	System shall be intergraded system with high stability, upgradability, data storage, retrieval, display analysis and printing.
	Transport monitor should be < 10kgs for better portability.
	Monitor should support optioin for handle/docking for users to carry/hook on trolley bed.
	Monitor should be able to used as a standalone device, or be used as a module for modular monitor from the same manufacturer.
	Support up to 6 parameters measurements by own simultaneously.
	Support adding parameter base on clinical needs by using Plug-in-out module. Module can be used among all modular monitors from the same manufacturer.
	Should provide parameter, alarm, and monitor configuration save and transfer function, the clients can use a USB drive to transfer the configuration from one monitor to another monitor that needs the same settings without having to set the configurations item by item again.
	The monitor should be able to work from 54 kpa to 105 kpa
	Should have IP44 or above water resistant ability
	The monitor should have cooling system free of fan to eliminate noise and potential infection risk.
	Luggable lithium battery, battery power supply ≥240 min, optional for ≥480 min.
1	DISPLAY
	1. Monitor should be color TFT LED screen, with screen size not less than 12 inches, and minimum resolution 1280*720 pixels.
	3. The monitor should be able to adjust brightness automatically to allow readings be observed clearly in all kinds of light environments.
	4. Support different display mode: standard mode and high resolution display mode for more information.
	6. Option for most frequently used quick keys for users to choose and put them on quick keys sections of main screen, allowing access to certain functions or displays without entering multi-layer menu.
	7. The monitor should support up to 4 channels of waveform display, and the waveform color and position are adjustable.
	8. The monitor switched between minimum of 5 display interfaces including Standard Screen, 12 leads ECG, OxyCRG, Dynamic Trend, Big Font, etc
	9. The touchscreen shall support auto lock to avoid mis-operation, cleaning and disinfection purpose for a configurable period of time, from 1min to permanent. Also support manual unlock.
	10. Users shall be able to freeze the waveforms on the screen for reviewing data from 100s before pressing the button.
	11. Monitor shall provide following specific working modes: Outdoor mode, Standby, Night, Privacy modes.
2	PARAMETERS
	Monitors shall be able to measure following parameters simultaneously:
	1. 3/5/6 lead diagnostic ECG/Respiration with heart rate, ST segment analysis with 27 or more arrhythmia detection
	2. Can be upgradable to 12-Lead Diagnostic ECG
	3. Pulse Oximetry – SPO2 (Motion tolerant and waveform)
	4. Temperature - Rectal or Skin Temperature
	5. Respiration (Can be obtained from ECG, SPO2, or EtCO2 as source)
	6. Non-Invasive Blood Pressure (NIBP)
	The monitor should have capability to upgrade to following:
	1. EtCO2 (Mainstream/Sidestream/Microflow)
	2. IBP
	3. SpO2 (Masimo/Nellcor)

3	ECG Monitoring
	1. Display of 3/5 and 12 lead diagnostic ECG
	2. Monitor shall simultaneously display one or two channels of ECG at any given time at user's option
	3. Frequency range: 0.5 to 120Hz or better
	4. Shall have built in filters for AC interference, drift, and electro surgical interference. Defibrillation and high frequency electrosurgical interference protection.
	5. Heart Rate Range: 15 to 300 bpm or better
	6. Should have ST segment analysis and ST graphics
	7. Shall have pacing detection and defibrillator discharge protection.
	8. ST mapping and 12 lead ECG monitoring with analysis
	11. Shall have QT/QTc, Δ QTc analysis
	12. Shall able to support 27 types of Arrhythmia analysis
	13. Monitor should provide multiple leads analysis feature, heart rate can be accurately monitored in the event of individual lead interference
	14. There should be alarms and graphical guide to help users to identify when leads off
4	SpO2 Monitoring
	1. Shall be motion tolerant
	2. Shall provide oxygen saturation percentage level, pleth waveform and pulse rate in beats per minute.
	3. Measuring range: 0 –100% in 1% Resolution
	4. Shall provide for visual and audible alarms for high/low saturation and pulse rate
	5. Accuracy: +/- 3%
	6. Pulse rate counting range: 30-300bpm
	7. Monitor shall have Motion artifact rejection in SPO2 measurement with perfusion index.
	8. Module shall be capable of retaining alarm settings for patient transport
	9. Should have optional Masimo/Nellcor SPO2 upgradability by using docking station
	10. Support obtain respiration rate from SpO2 sensor
	11. Analog SpO2 (Same Manufacturer) as standby with adult sensor
5	NIBP Monitoring
	1. Measuring method: Oscillometric
	2. 4 Measuring Modes: Manual and Automatic with selected intervals, STAT and Sequence
	3. Accuracy: +/- 4mmHg
	4. Module shall trigger an in-operative condition alarm if a static or overpressure is detected
	5. Shall provide venipuncture assistant by using BP cuff
6	Temperature Monitoring
	1. Range 0.0°C to 50.0°C / 32°F to 122°F shall be provided
	2. Monitor shall be capable of having a minimum of two temperature channels
	3. Accuracy $\pm 0.1^\circ\text{C}$ / $\pm 1^\circ\text{F}$
	4. Shall be able to monitor both Core and Surface temperatures simultaneously
7	EtCO2:
	1. Measurement method- Main Stream, Side stream or Micro flow- using infrared absorption technology
	2. Measurement parameter should include EtCO2, FiCO2 , CO2 waveform and awRR
	3. EtCO2/FiCO2 measurement range: 0mmHg ~ 140mmHg with accuracy of 0.1% or 1mmHg
	4. awRR range: 0~150 bpm with accuracy of ± 1 bpm
	5. Main stream adapter shall be light weight – Less than 20G, shock resistant and have a quick warm up time

8	Clinical Assistive Applications:
	1. Early Warning Score (EWS) - to quickly determine the degree of illness of patient
	2. Glasgow Coma Scale (GCS) - to give a reliable and objective way of recording the state of a person's consciousness for initial as well as subsequent assessment
	3. Calculation - to provide calculation for: Hemodynamic calculation, oxygenation calculation, ventilation calculation, drug calculation, renal function calculation
9	Storage
	1. Full disclosure of 72 hours or more
	2. Support transfer of data for discharged patient
	3. Support review of 48 hours OxyCRG to provide trend curves and a compression waveform
	4. Ability to display beat-to-beat event trends for all monitored parameters at least 24 hrs with capability to provide event review
	5. Support review of alarm events and filter results base on users preference.
10	Alarms
	1. Advisory & critical warning alarms both in continuous & repetitive audible & visual form
	2. high & low alarm settable for all parameters
	3. Adult & Pediatric & Neonate capability
	4. Ability to pause & silence
11	General Conditions
	The unit shall operate on the power supply of 230±10% 50 Hz single phases.
	Each unit shall be supplied with an instruction manual and a service manual in English.
	All standard accessories shall be supplied including relevant software. Other relevant optional accessories shall also be quoted separately.
	Regular training for end users & Bio Medical Engineers shall be provided
	The bidder must arrange for the equipment to be installed and commissioned by certified or qualified personnel: any prerequisites for installation to be communicated to the purchaser in advance.
12	Certifications:
	Bidder shall furnish the documentary evidence to demonstrate that the good it offers meet the following usage requirement. 1. ISO certificate for good manufacturing practice 2. European CE Certificate from 4 digit notified body 3. BS EN 1789:2020

Item 25: Embryo Transfer Simulator

S. No.	Item Description
1	The Simulator should be Anatomically accurate with female lower torso and base unit
2	Should have a Sensorized Abdominal Insert.
3	Should have Simulated Convex Probe, Syringe, Speculum and Portable Light.
4	Should be integrated with a a real embryo transfer catheter.
5	The system should be integrated with Laptop with pre-installed software with minimum 10 clinical cases preinstalled.
6	The system should have a LCD monitor of Minimum 21.5 inches or more
7	Lifetime Free Software Upgrades
8	Should be certified with European CE/US FDA.

Item 26: Ovum Pick Up Simulator

S. No.	Item Description
1	The Simulator should be with Haptic feedback with Simulation of the deformation imposed by the needle on the soft tissues.
2	The Simulator Should have a Simulation of follicle emptying and re-filling.
3	Should have Scenarios based on real clinical images.
4	Should have Monitoring of the procedure by a simulated Transvaginal Echographic monitor with Real time simulation of emptying and re-filling of the follicles.
5	The system should be accompanied with real pick-up needle and a simulated transvaginal ultrasound probe and simulated aspiration pump pedal.
6	The system should be accompanied with a Laptop PC with Pre installed software
7	Should be IP67 certified.
8	The system should have a LCD monitor of Minimum 21.5 inches or more
9	Should be certified with European CE/US FDA.

B012 for IVF lab for AIIMS Hospital (in package deal)				
Anatomy Equipment (A)				
Sl No	Description	Quantity	Unit Price approx	Total Cost
1	Angioscope (up to 1.5m) New 360°2,	1		
2	Intensifier 40 inch size,	1		
3	Cystoscopy Machine,	1		
4	Model: System Cystoscopy Chamber,	1		
5	Test Tube Warmer	1		
IVF Equipment (B)				
Sl No	Description	Quantity	Unit Price approx	Total Cost
1	Aspiration Pump - Continuous flow rate during aspiration. The aspiration tank has a rapid response to stop feeding up when total fluid is activated. It has a built-in safety feature to stop aspiration 'out pump' allows hands free operation.	1		
2	Aspirator Crock	1		
3	Aspirator	1		
4	Transfer Crock	1		
5	Test Tube Warmer - Heating block, heating block covers by microprocessor controller 3 blocks each hold 50% of test tubes. Made of 60 mm stainless steel block.	1		
6	Incubator - Working with CO2 (4-6% & 50-55°C) in a closed loop heating system. It has a stage & block (CO2) forming blocks with a base level less than 500°C. Class ISO HEPA filter on system. Self-sterilization for filter to reduce VOC. Multiple monitoring system. Any alarm system in response can be monitored. It has a log and stage.	1		
7	CO2 Incubator	1		
8	CO2 Incubator for CO2 System	1		
9	Microscope Microscope Simulator	1		
10	Microscope with Micro manipulation (ESI) System.	1		
11	Microscope system, both function and on ring order	1		
12	Inverted Microscope - 2.0x	1		
13	CO2 Incubator	1		
14	CO2 Incubator	1		
15	CO2 Incubator	1		
16	CO2 Incubator	1		
17	CO2 Incubator	1		
18	CO2 Incubator	1		
19	CO2 Incubator	1		
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94	CO2 Incubator	1		
95	CO2 Incubator	1		
96	CO2 Incubator	1		
97	CO2 Incubator	1		
98	CO2 Incubator	1		
99	CO2 Incubator	1		
100	CO2 Incubator	1		

Annexure-I

Sr.No	Disposable/Media	Quantity	Type
IVF / ICSI			
1	4 well Dish	2	Disposable
2	Centervell	3	Disposable
3	Single Step Media (mL)	2.5	Consumable
4	Fertilization Media mL	7.2	Consumable
5	Oil mL	17	Consumable
6	Buffer Media mL	13	Consumable
7	Round Bottom Tubes 14 mL	6	Disposable
8	Pickup Needle	1	Disposable
9	Screening Dish (60x15)	5	Disposable
10	Sterile Container	2	Disposable
11	Pipettes 3 mL	12	Disposable
12	Microtip - 200 Micro Litre	5	Disposable
13	Hyalase (mL)	1	Consumable
14	ICSI Dish	2	Consumable
15	PVP (micro litre)	1	Consumable
16	ICSI Holding Needle	1	Disposable
17	ICSI Injection pipette	1	Disposable
18	Denupet 140	1	Disposable
19	Denupet 175	2	Disposable
20	Denupet 300	1	Disposable
21	Gloves	6	Disposable
22	Conical Tube 15 mL	2	Disposable
23	Round Bottom 5 mL	2	Disposable
24	Gradient Readyuse (Per preparation)	1	Consumable
25	Semen Cryo Vial	1	Disposable
26	Semen cryo media	1	Consumable
EMBRYO CRYOPRESERVATION			
1	Screening Dish (60x15)	1	Disposable
2	Vitrification (ES) Microlitre(PER UI)	250	Consumable
3	Cryo Device	1	Disposable
4	Gloves	2	Disposable
5	Goblet	2	Disposable
6	Denupet 300	2	Disposable
7	Alumunium Cane	1	Disposable
8	Liquid Nitrogen	2	Consumable
EMBRYO THAW & ET			
1	Screening Dish	1	Disposable
2	Thawing Center Well	2	Disposable
3	Thawing solution (Microlitre)	9.25	Consumable
4	Microtip (1000)	1	Disposable
5	Liquid Nitrogen	2	Consumable
6	Denupet 300	2	Disposable
7	4 Well	1	Disposable
8	Single Step Media	3	Consumable
9	Oil	5	Consumable
10	Gloves	2	Disposable
11	ET Catheter	1	Disposable

12	Syringe - 1 mL	1	Disposable
13	5 ml Round Bottom	1	Disposable
14	Pipettes 3 ml	3	Disposable

Annexure-II		
Scope of work for Site Modification IVF LAB system		
The IVF CENTRE shall consist of the following rooms:		
a) Waiting area		
b) CRYO/IVF Storage Room		
c) Sperm Preparation Room		
d) OT room - 2 nos		
e) Post Operative room		
f) Culture Lab		
g) Dress Change Room - 02 nos		
h) Embryologist lab		
i) Storage facilities for gametes and embryos.		
j) All entry Restricted with Biometric Device		
whole the clinic vermin proof with suitable Traps and The actual area of site modification work works done will be considered for payment, based on the site measurements.		
Civil work		
i. Civil construction work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan.		
ii. Cable tray, trench & channel – necessary trenches, cable tray and channels at required location would be provided.		
iii. All the construction work to be done as per the final plan approved by the Consignee.		
a. Flooring		
600 x 600 mm vitrified tiles with 100mm tile skirting.		
b. Painting		
Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all area		
c. False Ceiling		
Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Finished with white paint or powder coated with white paint, If metallic.Ceiling height to suit the equipment mount and clearances.		
d. Partitions as per the approved layout		
Plumbing work		
All water pipes and fittings shall be of high density polythene of approved and standard make. The gratings shall be brass chrome plated. All plumbing accessories should be of standard make.		

Electrical work		
a.	The supplier shall be required to specify the total load requirements for the IVF centre including the load of air conditioning, room lighting and for the accessories if any.	
b.	The supply line will be provided by the Institute up to one point within the IVF centre. The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the LPS to provide emergency lighting.	
c.	The electrical work shall include the following:	
i.	Wiring – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.	
ii.	Switches light and power points should be of modular type and of standard make as listed below.	
iii.	General lights – LED light with 500 Lux Illumination	
AIR CONDITIONING:		
a.	Package air-conditioners units and split AC units may be used according to room requirement and suitability. Humidity & Temperature control should be effective to eliminate moisture condensation on equipment surface. The Air conditioning should be designed with standby provision to function 24 hours a day.	
b.	The outdoor units of AC should have grill coverings to prevent theft and damage.	
c.	Ventilation is required in toilet.	
Environment specifications:		
	Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.	
	Temperature range: $22 \pm 2^\circ \text{C}$ in all areas except equipment room which shall be as per requirement of the equipment.	
	Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder.	
Furniture:		
a.	Revolving chairs height adjustable, medium-back with hand rest in the counselling room, CRYO room and Sperm preparation room, culture lab. – 11 NOS	
b.	Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement. – 2 NOS.	
c.	Mobile trolleys for patient preparation room – 10 NOS.	
d.	Name boards for all rooms	
e.	Tables for Workstation - 5 NOS.	
f.	Changing rooms should have change lockers and dressing table.	
g.	Waiting area ss bench for 3 persons - 6	
h.	Dustbins – 10 Nos.	
i.	Recovery Bed - 3 nos	

All furniture items should be of standard make as mentioned in the table below.		
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Miscellaneous:			
	a. Cabling of Network (LAN) connectivity for camera system, console system, workstation and computers etc.		
	b. Cryucans fitted with local alarm and be linked to an auto dial or similar facility to alert staff to non-conformities outside normal working hours.		
	c. Power backup in the form of UPS System or Captive power generation system.		
	d. Fire extinguisher Dry CO2 ABC type as required for the building safety. - 2 nos		
LIST OF ITEMS AND SUGGESTED MANUFACTURERS.			
SL NO	ITEMS	PREFERRED MAKES	
A	FLOORING VITRIFIED TILES	Somany, Kajaria, H&R Johnson, BAK India	
B	PAINT	- Du'ux, Asian Paints, Nerolac	
C	PLUMBING	- Kohler, Jagupr, Gucbe, Roca	
D	SANITARY ITEMS	- CERA, Hindware, Parryware	
E	ELECTRICAL		
1	CABLES	- Finolex, Havels, V-Guard, RA Kabel,	
2	SWITCHES	- Legrand, L&T, Crabtree, Roma	
3	DISTRIBUTION BOX, MCCB	- Legrand, L&T, Siemens, Havels	
4	LIGHT FITTINGS	- Phillips / Crompton / Wipro/Syska	
F	AIR CONDITIONING	- Daikin, Hitachi, Blue Star, Voltas,	
G	FURNITURE	- HermanMiller, Godrej, Featherlite, Geeken, GD Labs	
BOQ			
Sl No.	Item Description	Qty	UOM
	Site Modification Work as per specification	3200	sq ft
1	Civil works	3200	sq ft
2	Electrical work	3200	sq ft
3	Public health (plumbing and sanitary fittings).	3200	sq ft
4	Air Conditioning	50	TR

Note - Make list may be reviewed at the time of vetting of the Tender Document by the Department.

IVF LAB at AIIMS Bhopal									
S. No.	PAR	ITEM DESCRIPTIONS	Quantity	RATE	UNIT	AMOUNT	REMARK		
1		Lower Ground Floor							
		Ground floor	0						
		First Floor	750						
		Second Floor	0						
		Third Floor	0						
		Total R.C.C. Area	250		Square Meter				
		Floor Height	4.05		Metre				
	4/8	(Coil works, Partitions, Resurfacing, flooring, Levelling of Floor, Core cutting, etc.)	250		Sqm				
	1.1	RCC Framed Structure (Normal Building)							
	1.1.1	RCC Framed Structure upto six Storeys Floor							
2	1.1.2	Weight 3.35 Mbs.							
	1.5	FIRE FIGHTING (For Lab Area)							
	1.5.1.1	CO2 based Fire Extinguishers	10		Sqm				
	1.6	PRF ALARM SYSTEM (For building)							
	1.6.2	Automatic Fire Alarm System	250		Sqm				
		Pressurized mechanical ventilation system in the lab with supply duct of exhaust blowers } on areas where mechanical ventilation is required	750		Sqm				
	1.7	Total							
		SERVICES For Building: Percentage below refers to the percentage of building cost }							
	2.1	Internal water supply & Sanitary Installation			10%				
	2.2.1	Electrical external Service Connection on normal building			3.25%				
	2.2.2	Civil external service connections.			1.25%				
	2.2.3	Local body approvals			1.25%				
	2.3	Internal Electric installation of A			11.50%				
	2.4	EXTRA FOR							
	2.4.1	Power wiring & plugs of A			4%				

2.4.2	Lightning Conductor upto 5 Storeyed Building			0.25%	
2.4.3	Telephone & Computer conduit on A			0.50%	
2.4.4	Quality Assurance on normal building			1.00%	
Total					
Grand Total Amount carried over to Abstract					

E & MT Works						
Sl. No.	Ref to DIPAR 2021(E&M)	Description	Unit	Rate in Rs.	Qty	Amount in Rs.
1	6.4	UNINTERRUPTED POWER SUPPLY Supplying installation testing and commissioning of online UPS system with 30 minutes backup i/c batteries	PER KVA		30	
	6.4.1					
	6.4.2	Add for every additional 30 minutes backup	PER KVA		20	
	6.6	VARY/VARF AC System				
2	6.6.1	Supplying installation testing and commissioning of VVVF/VVRF system including indoor / outdoor units, piping, electrical and power distribution /wiring, electrical panel etc. in all required	Per Tonnage		50	
	6.11	ACCESS CONTROL SYSTEM Supplying installation testing and commissioning of Access control system for building security comprising of Controller,SRM locks, Reader, Smart cards, Casing, recording, display system and hardware and software support.	Sqm		250	
3	6.11.1					
4	6.12	BAAS- INTEGRATED BUILDING MANAGEMENT SYSTEM Supplying installation, testing and commissioning of integrated building management system for digital/electronic display and monitoring of all E&M systems like substation, LVs sets, UPS, AC plants, ventilation systems, fire protection systems etc. including cabling, monitors, recording, display system, hardware, etc.	Sqm		250	
	6.12.1					
5	5.14	OCCUPANCY SENSORS Supplying installation testing and commissioning of occupancy sensors.	Sqm		250	
	6.14.1					
	6.16	LAN SYSTEM				
6	6.16.1	LAN Network (except cabling) including Racks, Data switch, patch cords, end connectors, cabling etc.	Sqm		250	
	6.17	IP BASED EPABX SYSTEM				
7	6.17.1	EPABX & Telephone network (except cabling) including all accessories MID/Tag, Blocks, cabling etc.	Sqm		250	
8	5.2B	EMERGENCY LIGHT & ILLUMINATED SIGNAGES				
	5.2B.1	Illuminated signages	Sqm		250	
		Total				

[illegible]

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS/Inbuilt Batteries for power backup, other vacuumatic parts wherever applicable) from the date of installation, commissioning and Site Modification Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

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

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS/ Inbuilt Batteries for power backup, other vacuumatic parts wherever applicable) and Site Modification (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 95% 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.
- f) During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey/Site Modification work:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Turnkey details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Hospital/Institution/Medical College. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

The Site Modification Work should completely comply with AERB requirement, if required.

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

Section – VIII
Quality Control Requirements

(Pro-forma 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. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX
Qualification Criteria

1. The Bidder should be a Manufacturer or its authorized Agent.

2. Turnover:

The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year*, should be at least 50% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries."

In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

*For tenders floated in first two quarters of the financial year of 2023-24, then average annual financial turnover will be considered for last three years, ending on 31st March 2022. For tenders floated in last two quarters of the financial year of 2023-24, then average annual financial turnover will be considered for last three years, ending on 31st March 2023

3. **Eligibility:** The bidder who fulfill following requirement shall be eligible to apply. Joint ventures are not accepted:

Should have satisfactorily completed the similar works as mentioned below during the last Fifteen (15) years ending 30-11-2023 with Govt./Semi Govt. Organization/PSU / Reputed Hospitals with not less than 500 beds and preferably teaching hospital etc.

Note: Completion certificate should be attached.

Similar works means "Setting up of In-Vitro Fertility Lab along with other service (on turnkey basis)"

a) Experience of having successfully completed works during the last 15 years ending last day of the month previous to one in which applications are invited: -

The agency should have completed at least 2 similar works, of which at least one should be in Govt. set-up/ hospital and for the other a Semi Govt. organization/ Reputed hospital set-up with not less than 500 bed, a teaching hospital can be considered. (Details should be mentioned in PROFORMA 'A')

The value of executed works and turn-over shall be brought to current costing level by enhancing the actual value at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

4. Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.

Bidder should submit following declaration on their letter head regarding GFR Rule 144 (xi) as per Department of Expenditure, Ministry of Finance Notification dated 23-Feb-2023 and its subsequent amendments/ clarification, if any:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

or

Evidence of valid registration by the Competent Authority shall be attached.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. [Applicable for Works contracts, including Turnkey contracts].

5. Credit Limit Certificate: The Bidder should submit a 'Credit Limit Certificate' of at least 50% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a "Scheduled Commercial Bank as per list issued by RBI from time to time". The Credit limit certificate should be valid for 12 months from the date of issuance.
6. Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 and its subsequent amendment thereof. Only Class-I and Class-II Local suppliers as per MII order dated 16.02.2021 and its subsequent amendment thereof will be eligible to bid. Non - Local suppliers as per MII order dated 16.02.2021 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
8. It shall be mandatory for sellers providing Goods & Services to Central Government organizations to be registered on GeM and to obtain a unique seller ID at the time of placement of order / acceptance of order. This GeM Seller ID shall be invariably incorporated in supply order/ contract/ agreement/ purchase order while awarding. GeM Seller ID is not mandatory at the time of tendering and it is only required for the successful bidder at the time of Award of contract / placement of order.
9. Price must be quoted in INR
10. **Manufacturer Authorization:** Eligible bidders quoting as an Agent (ref. GIT clause 14, Indian Agents) should submit a mandatory letter of authority from the Principal / Manufacturer, with name of manufacturing company for major products quoted by them as per given format as detailed below.

For the following major items, Manufacturer's Authorization should be submitted as per format at Section XIV-B :

	Complete ICSI System with Inverted Microscope and Micromanipulator
	Sperm Counting Chamber
	Trinocular Compound Microscope for Andrology
	Oocyte Aspiration Pump
	3D-4D Doppler High Resolution Ultrasound (USG) Machine
	C –Arm Image Intensifier System
	Patient Transport Monitor
	Anaesthesia Work Station
	Embryo Transfer Simulator
	Ovum Pick up Simulator.

NOTE:

1. The tenderer shall give an affidavit as under:

“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.”

2. In support of qualification criteria Pt. 3, the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.

The manufacturer (Tenderer)/ Its Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.

3. 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.
4. 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.
5. **The bidder should submit the manufacturer’s production capacity, meeting the quantity requirement and delivery schedule requirement of this tender document.**
6. The Purchaser/buyer reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.
7. Bidder must clearly spell out in his bid what product and technical configuration he is quoting against the tender requirement. The manufacturer of the quoted product should also be binding legally to perform against the said contract including warranty and CMC terms.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last fifteen 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/C onsignee)	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. In case the end user certificate is from a private hospital, it should be supported with a proof for receipt of payment/LC document/ TDS certificate.**

**** The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, Institute of National importance for the specific model quoted along with the price bid.**

**** Bidder may submit performance certificate duly linked mentioning order number, date of delivery, installation, commissioning and value by the end user.**

Section – X
TENDER FORM

Date_____

To _____

CEO

**HLL Infra Tech Services Limited,
Procurement and Consultancy Division,
B-14 A, Sector -62, Noida -201307, Uttar Pradesh**

Ref.: Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this 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

Price bid format/ template is provided as along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to download Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, their bids shall be liable to be rejected.

In case, an instruction in the specification asks for a BOQ line item to be quoted separately, the same to be quoted mandatorily as a separate price and must not be added in the bundle offer.

SECTION – XII

QUESTIONNAIRE

Fill up the Techno-Commercial Compliance Sheet Bid provided in spreadsheet (Excel file) and upload in the CPPP Portal

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Techno-Commercial Compliance Sheet. 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 scanned 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, their tender is liable to be ignored.

Note: *List of Consumables with prices can be uploaded in CPPP portal as per provision available.*

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:-

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

or

fails or refuses to accept/execute the contract

or

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 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

To be enclosed with Techno-Commercial Bid

ANNEXURE-A

BIDDER PARTICULARS

1. Name of the Bidder :
2. Address of the Bidder :
3. Name of the Manufacturer (s) :
4. Address(es) of the Manufacturer :
5. Name and address of the person: To whom all references shall be made regarding this tender inquiry.

Telephone:

Telex : Fax

:

E-mail address :

Witness:

Signature

Name Address

Designation

Company Date

Company Seal

To be enclosed with Techno-Commercial Bid

ANNEXURE-B

UNDERTAKING

To,

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

Sir,

Having examined the Bidding Documents of Tender No. _____ undersigned offers to supply, install, commission, operate maintain _____ and we undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within _____ weeks calculated from the date of receipt of your Notification of Award and to complete the installation, testing & commissioning.

Signature and Seal

(In the capacity of)

Only Authorized to sign bid for and on behalf of

To be enclosed with Techno-Commercial Bid

ANNEXURE-C

BIDDER PROFILE

A. General Information:

- (i) Location of Corporate Headquarters :
- (ii) Date and Country of Incorporation :
- (iii) Manufacturing Facility (S)
Location Size Capacity
- (iv) No. of Service Facility(S) in India
Location
Strength
Area Covered
- (v) Average yearly turnover for last three years:
- (vi) Geographical Distribution of the Supplier :
No. of Offices
Locations
Staff strength
- (vii) Total No. of installations of the system offered.
- (viii) No. of Employees
Total No. Manufacturing R&D (If any)
Hardware Maintenance
Software

B. Reference of Major installation with similar products (attach documents in support, if available)
_____S. No. Customer Name, Address Product Description

Telephone
Fax Number
(No. of Machines installation year wise).

Date.....

Signature and seal of bidder

SECTION – XIV-A
MANUFACTURER'S AUTHORISATION FORM

Deleted

SECTION – XIV - B
MANUFACTURER'S AUTHORISATION FORM

CEO,
HLL Infra Tech Services Limited, Procurement and Consultancy Division
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sir,

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 also state that we are not participating directly in this tender for the following reason(s):

(*please provide reason here*).

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.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on
the authorised agent

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

Yours faithfully,
[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:

- 1. This letter of authorisation should be on the letter head of the manufacturing firm and should
be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
- 2. This letter should be accompanied by Power of Attorney in favour of signatory of MAF*
- 3. Any change in Format is not permissible.*
- 4. Original Letter may be sent. Photocopy not acceptable*

SECTION – XV
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

CEO,
HLL Infra Tech Services Limited,
Procurement and Consultancy Division
B-14 A, Sector -62,
Noida -201307, Uttar Pradesh

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 RBI 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 66 (sixty six) 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

ANNEXURE

PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

To,

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

Sub: Tender No.....

Dear Sir,

In consideration of the (hereinafter referred to as "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract by issue of the Purchaser's letter of Award no..... dated entering into a formal contract to that effect with the Purchaser on vide agreement dated..... (hereinafter referred to as the contract).

We the supplier hereby give a guarantee for the supply of all necessary spares demanded for the routine and emergency maintenance of being supplied by us to for a period of not less than 5 years after the warranty period of 5 years and life time spares thereafter in case asked for by the purchaser.

We further clarify that for the first 5 years i.e. warranty period of 5 years, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and thereafter for the life time, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance.

Dated..... day of.....20.....

Witness : (Name of manufacturers):

Signature and Seal:

(Signature)

Name:

For & on behalf of M/s....

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) _____

- (ii) 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

6. Warranty clause

-
7. Payment terms
8. 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: _____

CONTRACT FORM – B**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annual CM Contract No. _____

dated _____

Between

(Address of Head of Hospital)

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

a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

1	2	3	4					5	6
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total annual comprehensive maintenance contract for 5 years for each unit for 5 years	Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	D	e		
								4a+4b+4c+4d+4e	(3*5(4a+4b+4c+4d+4e))

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 authorised official)

(Signature, name and address
of Hospital 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 issued by consignee's authorized representative)

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

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with telephone 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

Pro-forma 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 site hand-over to the supplier by consignee: _____
- (i) 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

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:

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

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

Consignee List

Sl. No.	Name of Hospital and Address
1.	The Director, All India Institute of Medical Science, Saket Nagar, Bhopal (MP), India -462024

Notice: The consignee will ensure timely issuance of NMIC, CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.

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

Udyog Bhawan, New Delhi
 Dated: 29th May, 2019

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 3(a) and 14 modified and Para 10A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, 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.

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

.....Contd. p/2

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

'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 all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid. However, in procurement of all goods, services or works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only local suppliers shall be eligible to bid irrespective of purchase value.

Provided that for any particular item, the Nodal Ministry / Department may also prescribe an upper threshold limit, below which procurement shall be made only from local suppliers.

Further provided that in any particular case of procurement, if the procuring authority is of the view that the goods, services or works of required quality / specifications etc. may not be available in the country, or sufficient capacity or competition does not exist domestically, and it is necessary to undertake global competitive bidding, the procuring authority may allow the same after recording reasons. In such cases, 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;
- 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.
 - 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:-
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

....Contd. p/3

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

.....Contd. p/4

- 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)(ixh) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

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

.....Contd. p/5

- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

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

- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
- 13. Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- 14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
- a. reduce the minimum local content below the prescribed level; or
 - b. reduce the margin of purchase preference below 20%; or
 - c. exempt any particular item or supplying entities 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 provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

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

.....Contd. p/6

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

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

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

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

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

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

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

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


(Arun Mahendru Baira)
Senior Development Officer
Tel: 2306 2635

No. P-45021/2/2017-B.E.-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

Now therefore the following Order is issued :

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

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

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

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

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

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

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

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

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
 - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

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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.
18. **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.

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


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

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

Dated 16th February, 2021
Shastri Bhawan, New Delhi

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

Whereas Department for Promotion of Industry and Internal Trade (DPIIT), 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, which is partially modified by Order no. P-45021/2/2017-PP (BE-II) dated 28.05.2018, Order no. P-45021/2/2017-PP (BE-II) dated 29.05.2019, Order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

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 DPIIT, 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. DPIIT vide O.M. no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal department for product category Medical Devices shall be Department of Pharmaceuticals.

Now, therefore, Department of Pharmaceuticals, in supersession of the guidelines issued earlier vide F.No. 31026/36/2016-MD dated 18.05.2018, F.No. 31026/36/2016-MD dated 16.10.2018, F.No. 31026/36/2016-MD (Vol-II) dated 12.12.2019 and F.No. 31026/36/2016-MD dated 09.11.2020, issues the following guidelines for implementation of the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, as revised by DPIIT on 16.09.2020, with respect to public procurement of Goods & Services in Medical Devices:-

1. **Local Content:** 'Local content' means the amount of value added in India which shall 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.
2. **Class-I Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
3. **Class-II local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 25% but less than 50%.

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4. **Non-Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 25%.

5. **Verification of Local Content:**

- a. The 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The following Committee is being formed for independent verification of self-declarations and auditor's/accountant's certificate on random basis and in the case of complaints-

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
4. Member - Dr. Akshaya Srivastva, Associate Professor, National Institute of Pharmaceutical Education and Research, Ahmedabad
5. Member - Dr. Jitendra Sharma, CEO & MD, Andhra Pradesh Medtech Zone Ltd, Andhra Pradesh

- d. 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 complaint 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.

6. These guidelines shall be applicable to all Central Sector Schemes/Centrally Sponsored Schemes for procurement made by States and local bodies if project or scheme is fully or partially funded by Government of India.

7. All other provisions of Public Procurement (Preference to Make in India) Order 2017, as revised by DPIIT on 16.09.2020, shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.

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8. These guidelines shall remain applicable, until further orders, from the date of issuance.

9. These guidelines will supersede the guidelines issued earlier by DoP vide F.No. 31026/36/2016-MD dated 18.05.2018, F.No. 31026/36/2016-MD dated 16.10.2018, F.No. 31026/36/2016-MD (Vol-II) dated 12.12.2019 and F.No. 31026/36/2016-MD dated 09.11.2020.

81-9-16/2
(Dr. Sumit Garg)
Deputy Secretary
Tele: 011-23389840

Copy to:

1. All Ministries/Departments of Government of India
2. Cabinet Secretariat
3. PMO
4. NITI Aayog
5. Comptroller and Auditor General of India
6. AS&FA, Department of Pharmaceuticals
7. Joint Secretary (DPIIT), Member-Convener of Standing Committee of Public Procurement Order
8. Internal Circulation

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.

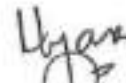
16. Standing Committee: A standing committee is hereby constituted with the following membership:

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

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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. 23081257

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

Dated / 8th 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

Original

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

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Enclosure-I

Calculation of Local Content

Name of manufacturer	Calculation by Manufacturer (Cost per unit of product)		
Cost Component	Cost (Domestic Component) a	Total Cost b	Percentage of Local Content $c = (a/b) \times 100$
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

Dulaple

For and on behalf of _____ (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Director)

APPENDIX-B
INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ____31ST ____ day of the month of ____ 2023____

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhawan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HITES”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s., with office at _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller”/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with HITES.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
 - 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.
 - 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award

the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, 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 introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders / Contractors / Subcontractors

-
- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
 - 4.2 HITES will enter into agreements with identical conditions as his one with all Bidders and Contractors.
 - 4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HITES will be entitled to all or any of the actions mentioned in Para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6.Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present

case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HITES has appointed Shri RadhakrishnaKini A, IPS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri RadhakrishnaKini A, IPS (Retd.) Independent External Monitor (IEM) Office: HLL Infra Tech Services Ltd B-14-A, sector 62, Noida 201307, U.P Tel: 0120 4071500 Email: iem1@hllhites.com

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of

the both HITES and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of HITES.

Clause.13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Infra Tech Services Ltd.

Bidder

Witness

1.....

2.....

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.