

NATIONAL TENDER ENQUIRY DOCUMENT

**FOR PURCHASE OF MEDICAL EQUIPMENT
FOR & ON BEHALF OF**

SAFDERJUNG HOSPITAL, NEW DELHI

On E-Tender Basis

HSCC/SJH/Medical Equipment/2018/42 Dated 28.04.2018

BY



HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

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

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

Tender Enquiry No.: HSCC/SJH/Medical Equipment/2018/42

Dated 28.04.2018

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

Sr. No.	Name of Equipment	Qty.	Department	EMD (Rs.)
1.	Adult Cardiac Instrument	14 Set	CTVS Deptt. in SSB Block	5,60,000.00
2.	Pediatric Instrument Set	07 Set.	CTVS Deptt. in SSB Block	2,80,000.00
3.	Coronary Set	12 Set.	CTVS Deptt. in SSB Block	4,80,000.00
4.	Cardiac Instrument Set	13 Set	CTVS Deptt. in SSB Block	7,80,000.00
5.	Thoracic Instrument	08 Set.	CTVS Deptt. in SSB Block	2,40,000.00
6.	Minimal Invasive Cardiac Surgery Instrument	4 Set.	CTVS Deptt. in SSB Block	2,00,000.00

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through **E-tendering basis**. For submission and other details please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For

submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, CPPP Portal for downloading from **02.5.2018 to 05.6.2018**. Prospective bidders are advised to regularly scan through HSCC E-tender portal www.tenderwizard.com/HSCC as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate advertisement will be made for this.

Tender Enquiry No.: HSCC/SJH/Medical Equipment/2018/42

Dated 28.04.2018

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	02.5.2018 to 05.6.2018 , 10.00 hrs to 14.00 hrs IST
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd, Plot No. 6-A, Block-E, Sector-1, Noida (U.P)-201301
iii.	Cost of the Tender Enquiry Document	NIL
iv.	Pre Tender Meeting Date & Time	16/05/2018, 1400 hrs. IST
v.	Pre Tender Meeting Venue	Medical Superintendent Office, Conference Room, Safdarjung Hospital, New Delhi
vi.	Closing date & time for receipt of Tender	05/06/2018, 1430 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	05/06/2018, 1500 hrs IST
viii.	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

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

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

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

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

- i) **Tender Fee NIL [As per GFL 2017 Rule 161 (iv)] & EMD (Exempted, In case of MSME self-manufacturing unit [As per GFL 2017 Rule 170 (i)]).**
- (ii) Affidavit as per Section XIX
- (iii) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- (iv) Technical compliance for the quoted goods vis-à-vis the Technical specifications and with all related brochures/catalogues in the tender enquiry, technical bid.

Part-II Online

- I. Tender Fee NIL [As per GFL 2017 Rule 161 (iv)] & EMD (Exempted, In case of MSME self-manufacturing unit [As per GFL 2017 Rule 170 (i)]).**
- II. Power of Attorney
- III. Tender Form as per section X
- IV. Manufacturers Authorization Form
- V. Affidavit as per Section XIX
- VI. Performa A
- VII. Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- VIII. Technical compliance for the quoted goods vis-à-vis the Technical specifications.
- IX. Name, address and details of account with respect to bidder and/or beneficiary of L/C. Copy of PAN. Certificate of Incorporation/Declaration being a proprietary firm.
- X. Audited Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account). Certificate of Regn. Issued by Directorate of Industries/NSIC, if SSI unit.
- XI. Quality Control Requirements as per Section VIII.

Price Bid (Only online)

- Price Schedule
- CMC Price Schedule
- Turnkey Price Schedule

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

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

6. Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com for downloading. The cost the Tender Enquiry Document is **NIL**. Tenderer may download the tender enquiry documents from the website and submit its tender online after logging in to their user ID. The bidders are required to be registered at HSCC e- tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for uploading its tender on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC.

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

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

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

**Medical Superintendent
Safdarjung Hospital, New Delhi**

SECTION – II
GENERAL INSTRUCTIONS TO TENDERERS (GIT) CONTENTS

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GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations:

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

1.2. Definitions:

- (i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document, i.e. Medical Superintendent, SafdarjungHospital & VMMC, New Delhi.
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) "Goods" means the instruments, machinery, equipment, medical equipment, etc. which the supplier is required to supply to the purchaser under the contract.
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means SafdarjungHospital, New Delhi/person to whom the goods

are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.

- (x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) “Day” means calendar day.

1.3 Abbreviations:

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

maintenance)
(xxxi) "RT" means Re-Tender

2. Introduction:

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

3. Availability of Funds

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

4. Language of Tender

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.

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:

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

6. Eligible Goods and Services:

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

Section II- General Instructions to Tenderers (GIT)
Section III- Special Instructions to Tenderers (SIT)
Section IV-General Conditions of Contract (GCC)
Section V- Special Conditions of Contract (SCC)
Section VI- List of Requirements
Section VII-Technical Specifications
Section VIII- Quality Control Requirements
Section IX- Qualification Criteria
Section X- Tender Form
Section XI- Price Schedules
Section XII- Questionnaire
Section XIII- Bank Guarantee Form for EMD
Section XIV- Manufacturer’s Authorisation Form
Section XV- Bank Guarantee Form for Performance Security/CMC Security
Section XVI- Contract Forms A & B
Section XVII-- Performa of Consignee Receipt Certificate
Section XVIII- Performa of Final Acceptance Certificate by the consignee.
Section XIX- Affidavit
Section XX- Check List
Section XXI- Consignee

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

9. Amendments to TE documents

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

10. Clarification of TE documents

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

C. PREPARATION OF TENDERS

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

- I. Tender Fee, EMD, Pre-qualification as per Tender Terms and referred in checklist at section XIX and as mentioned in para A below.
- II. Technical Bid
- III. Price Bid (Only online).

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

(A.) Techno-Commercial Tender(Unpriced Tender)

- I. Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- II. Tender Form as per Section X (without indicating any prices).
- III. Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- IV. Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish

Manufacturer's Authorization Form.

- V. Power of Attorney in favour of signatory of TE documents.
- VI. Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- VII. Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate/Installation Reports.
- VIII. Certificate of Incorporation in the country of origin.

B) Price Tender:

- 1. Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.
- 2. The price should be quoted for the accounting unit indicated on the website. The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

Note:

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

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to 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 fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

12.1 The tenderer supplying indigenous goods shall quote only in Indian Rupees.

12.2 For goods imported, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen, bidders should quote price in foreign currency only and not in Indian Rupees.. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price

schedule and will be payable in Indian Rupees only.

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

13. Tender Prices:

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

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

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

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

13.4.1 For domestic goods or goods, 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 **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 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) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.

D) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule.

E) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.

F) The price of annual CMC, as mentioned in List of Requirements, Technical

Specification and Price Schedule.

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

a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule

B) The price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List

c) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule.

d) The charges for Incidental Services, as in the List of Requirements and Price Schedule

e) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.

f) The Total tender price of goods quoted CIP basis at consignee site in India as indicated in the List of Requirements, Price Schedule and Consignee List.

g) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5) Additional information and instruction on Duties and Taxes

13.5.1) If the Tenderer desires to ask for GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2)Excise Duty

A.) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

b.) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

C.) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

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

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

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

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

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

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

13.9 The need for indication of all such price components by the tenderers, as required in this

clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

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

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

15. Firm Price

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.

- b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

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

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be)
- 19.3 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Banker's cheque and
- iii) Bank Guarantee
- iv) FDR

- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "**HSCC (India) Ltd**" payable at New Delhi/Noida. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from the **original last date** for submission of the tender/bid.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

20. Tender Validity

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

automatically be extended up to the next working day.

21. Signing and Sealing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 The tender shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:
 - (i) **Tender Fee NIL [As per GFL 2017 Rule 161 (iv)] & EMD (Exempted, In case of MSME self-manufacturing unit [As per GFL 2017 Rule 170 (i)])** (Both online and physical).
 - (ii) Pre-qualification and Technical compliance as per following documents (Online submissions for all the documents and physical submission only for affidavit as per point i) below and original Technical brochures/catalogues against point j):
 - a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - b) Tender Form as per section X.
 - c) Copy of PAN.
 - d) Certificate of Incorporation/Declaration being a proprietary firm.
 - e) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
 - f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
 - g) Quality Control Requirements as per Section VIII
 - h) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
 - i) Affidavit as per Section XIX
 - j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry (Both online and physical)
- (iii) Price Bid (Only online)

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of tender. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender. Unless otherwise specified, the tenderers are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at HSCC (India) Ltd., E-6A, Sector-1, Noida-201301, ((UP).

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

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

E. TENDER OPENING

25. Opening of Tenders

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

25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

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

27.2 Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence 27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

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

- (i) Tender form as per Section IX (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification.

(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

(ix) Poor/ unsatisfactory past performance.

(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.

(xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.

(xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

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

(i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).

(ii) Tender validity is shorter than the required period.

(iii) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.

(iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.

(v) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.

(vi) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

(vii) Poor/ unsatisfactory past performance.

(viii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.

(ix) Tenderer is not eligible as per GIT Clauses 5 & 17.1.

(x) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

(xi) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Infirmary/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit

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

- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Equipment-wise Evaluation

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

34. Comparison of Tenders

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

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

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

- I. **GST on actuals after considering all input, taxes shall be paid as CGST rules** which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

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

36. Tenderer's capability to perform the contract

36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

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

37. Contacting the Purchaser

37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

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

38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or

more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

39. Award Criteria

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

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

40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to fifty (50) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to fifty (50) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award. Further, Purchaser reserves the rights to delete any of the tendered items without assigning any reason whatsoever. Purchaser as deemed fit, out of the total tendered quantity for the tendered items may place Notification of Award for the quantity as per the requirements and may defer the balance quantity of the item(s) to be supplied later.

41. Notification of Award

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

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

42. Issue of Contract

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

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

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

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

43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the

Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of E M D

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

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

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

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the Purchaser of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION – III SPECIAL INSTRUCTIONS TO TENDERERS(SIT)

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B	8 to 10	TE documents	No Change	26
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E	25	Tender Opening	No Change	26

F	26 to 27	Scrutiny and Evaluation of Tenders	No Change	26
G	36 to 46	Award of Contract	No Change	26

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

Submission of Tenders

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF or JPEG format as prescribed) and uploaded for on-line submission of Proposal. However, physical documents as per NIT to be submitted in “**ORIGINAL**” to HSCC (India) Ltd. before the prescribed date & time for submission of physical tender restricted to the following documents only.
- a) **Tender Fee NIL [As per GFL 2017 Rule 161 (iv)]**
b) **EMD in the prescribed format in favour of HSCC (India) Ltd EMD (Exempted, In case of MSME self-manufacturing unit [As per GFL 2017 Rule 170 (i)]).**
c) Technical Data Sheet and original technical literature/ Brochure (if any)
d) Affidavit as per Section XIX
- (ii) All document(s)/ information(s) other than above including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF PRICE BID/FINANCIAL PROPOSAL**) should be **uploaded online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may scan the documents in low resolution (**75 to 100 DPI**) instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (iv) The prospective bidders may upload Drawing files, if any, in “**.dwf**” format so that the size of document is less. This is a generic format and all software supports this format.
- (v) At the time of cover content creation, the prospective bidders would have to define the document type as “**.rar**” format.
- (vi) The prospective bidders should be asked to zip all the .dwf files to a .rar file & upload it

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GENERAL CONDITIONS OF CONTRACT (GCC)

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.

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

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

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

a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

For Radiology, the equipment viz. CT Scan, MRI, Digital Radiography, Digital Radio Fluoroscopy, Ultrasound, X-Ray Machines etc. Should be DICOM 3.0 enabled & complied with HL7 (Health Level 7) Standards. DICOM 3.0 provides reliable protocols for integration of image data between imaging, non-imaging modalities, devices & systems.

For Laboratory Equipment, equipment should be ASTM (American Society for Testing & Materials) compliant for integration of System Software with Lab. Records & Database.

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

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage,

deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

7.3 Packing instructions:

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

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

8. Inspection, Testing and Quality Control

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

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same

to the purchaser's inspector for conducting the inspections and tests again.

- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre- despatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 Third Party Inspection to include only Physical & Relevant records Inspection of the Ordered Goods. However, Dispatch Clearance Certificate is issued without prejudice to the Purchaser's right to accept/reject the Ordered Goods after it's arrival at site/destination, if not found in accordance with the Purchase Order during the installation and testing at site and during the performance guarantee period. This dispatch clearance certificate will not absolve manufacturer from his responsibility to ensure that the Ordered Goods supplied are totally in accordance with the Purchase Order/Notification of Award.
- 8.10. The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency like SGS, Lloyd, TUV & Bureau Veritas prior to dispatch prior to dispatch at the supplier's cost and furnish necessary Certificate from the said agency in support of their claim
- To enable HSCC to issue Dispatch Clearance Certificate, supplier/manufacture is to furnish following documents:
1. Copy of supplier's invoice showing contract number, goods description, quantity, unit price & total amount.
 2. Country of Origin Certificate
 3. Quality & Quantity Certificate
 4. Packing List with Complete contents.
 5. Internal Factory Inspection Report
 6. Warranty Certificate

7. Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd, TUV & Bureau Veritas, prior to dispatch All such Certificates/Reports as mentioned above shall be addressed as: **Medical Superintendent Safdarjung Hospital & VMMC, New Delhi. through HSCC (I) Ltd., Noida** After scrutiny, if the documents found in order, **Dispatch Clearance Certificate** shall be issued to the supplier **No goods (both Indians & Import origin goods) shall be dispatched before issue of Dispatch Clearance Certificate by HSCC**

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

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

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

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

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

11. Insurance:

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

i.) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware

house (consignee site) on all risk basis.

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

12. Spare parts

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

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

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

13. Incidental services

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

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

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

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may

be) the goods in terms of the contract.

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

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract)
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
 - (iii) Two copies of packing list identifying contents of each package;
 - (iv) Inspection certificate issued by the nominated Inspection agency, if any.
 - (v) Certificate of origin;
 - (vi) Insurance Certificate as per GCC Clause 11.
 - (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- B) For goods imported from abroad

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

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

15. Warranty

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

15.2 The **warranty** shall remain valid for **60 months** from the date of installation & commissioning followed by a **CMC for a period of 5 (Five) Years** for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:-
 - X-ray and CT tubes and high-tension cables.
 - Helium replacement
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors including oxygen sensors.
 - All kind of coils, probes and transducers
 - All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys etc
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

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

15.5 In the event of any rectification of a defect or replacement of any defective goods during

the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of sixty (60) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.
- 16. Assignment**
- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
- 17. Sub Contracts**
- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").
- 18. Modification of contract**
- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,

- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until final acceptance of the contracted goods to the purchaser. However, for goods directly imported shall be guided by the INCOTERM.
- 20.2 Further instruction, if any, shall be as provided in the SCC

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for Domestic Goods Or Foreign Origin Located Within India.

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

a) On delivery:

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for

- payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
 - (vii) Dispatch Clearance Certificate issued by HSCC.

b) On Acceptance:

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

B) Payment for Imported Goods:

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

a) On Shipment:

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

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

b) On Acceptance:

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

handing over the equipment to the consignee.

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

C) Payment of Turnkey, if any:

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

D) Payment for Annual Comprehensive Maintenance Contract Charges:

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

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

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

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

22. Delivery/Delay in the supplier's performance

22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of 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 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 Passing of Property:

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

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

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

23. Liquidated damages

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

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

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

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

24. Termination for default

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

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part,

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

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

25. Termination for insolvency

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

26. Force Majeure

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

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

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

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

27. Termination for convenience

27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the

date with effect from which such termination will become effective.

- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

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

30. Resolution of disputes

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

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. General/ Miscellaneous Clauses

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

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

- 34.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, **GST** etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, **GST** and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract

is awarded on the tenderer.

- 34.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 34.3 i. In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- ii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.

SECTION - V SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

SECTION - VI LIST OF REQUIREMENTS

Sr. No.	Name of Equipment	Qty.	Department	EMD (Rs.)
1.	Adult Cardiac Instrument	14 Set	CTVS Deptt. in SSB Block	5,60,000.00
2.	Pediatric Instrument Set	07 Set.	CTVS Deptt. in SSB Block	2,80,000.00
3.	Coronary Set	12 Set.	CTVS Deptt. in SSB Block	4,80,000.00
4.	Cardiac Instrument Set	13 Set	CTVS Deptt. in SSB Block	7,80,000.00
5.	Thoracic Instrument	08 Set.	CTVS Deptt. in SSB Block	2,40,000.00
6.	Minimal Invasive Cardiac Surgery Instrument	4 Set.	CTVS Deptt. in SSB Block	2,00,000.00

Part II: Required Delivery Schedule:

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

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

b) For Imported goods directly from foreign:

60 days from date of opening of L/C except, for MRI, CT Scan, DR System, DRF System, DSA, Gamma

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

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

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

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

Part III: Scope of Incidental Services:

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

Part V:

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

Part VI: Required Terms of Delivery and Destination.

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

At Consignee Site – Specified in the List of Requirements

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

b) For Imported goods directly from abroad:

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

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

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

Consignee/destination details as mentioned in Section-XXI.

Turnkey Works:

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

costs associated with the supply, installation and commissioning of the equipment.

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

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

For X-Ray and related equipment, bidders who have Type Approval/NOC of AERB/BARC shall only be considered with documentary evidence. It shall be bidder’s responsibility to get the equipment installed and commissioned as per AERB / BARC guidelines and installed and commission on “Turn Key basis”. Bidders must take into consideration in its bid the costs to be incurred for any additional work viz. Electrical cabling, plugs of suitable ratings from the source, Electrical points of suitable ratings, water connection, water drainage, plumbing, air-conditioning, Radiation protection/shielding, mechanical & allied requirement for the equipment etc. required for successful installation, commissioning and running of the Equipment and the quoted “All inclusive lump sum price” should include all such costs.

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

LIST OF APPROVED MAKES : CIVIL WORKS

S.No	Material	MANUFACTURERS
1	Doors & Windows fixtures/ Fittings	<i>Dorma, Godrej, Ozone, Austavision</i>
2	Door Closer / Floor spring	<i>Ozone, hettich, Dorma, Godrej,</i>
3	Aluminium Sections.	<i>Hindalco, Jindal, BALCO, Alom</i>
4	Clear Glass/ Clear Float Glass/ Toughened Glass	<i>Saint Gobain(SG), Modi, Asahi, Glaverbel</i>
5	Laminates	<i>Formica, Decolam, Century, Marino, Greenlam</i>
6	Synthetic Enamel Paints	<i>Berger, Asian, ICI , Nerolac, Shalimar</i>
7	Oil Bound Distemper	<i>Berger, Asian, ICI , Nerolac, Shalimar</i>
8	Cement Paint	<i>Snowcem plus, Berger, Nerolac, Asian, ICI</i>
9	Plastic Emulsion Paint	<i>Berger, Asian, ICI , Nerolac, Shalimar</i>
10	Other Paints/Primers	<i>Berger, Asian, ICI , Nerolac, Shalimar</i>

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11	MS Pipe/ Sections	Jindal Hisar, Prakash-Surya, BST, Kalinga, Tata
12	Polycarbonate Sheets	GE, <i>Macrolux, Plastic, Vergola, Skyarch, Polytechno</i>
14	Wooden Fire Check Doors	Navair, Pacific Fire Control, Kutty Promat, Sukri
15	Metal Fire Check Doors	Navair, Shakti- Met, Godrej, Sukri, Pacific Fire Control
16	Ceramic Tiles	Johnson, Somany, Kajaria, Nitco, <i>Bell, Hindustan,</i>
17	Pre-Laminated Particle Board	Novopan, Greenlam, Kitlam, Marino, <i>Century, Archid ply</i>
18	Flush Door Shutters	Century, Kitply, Green Ply, <i>Duro</i>
19	Glazed Tiles	Bell, Somany, Johnson, Kajaria, <i>Nitco</i>
20	PVC Water Stops	<i>Prince/Supreme/Finolex/BASF</i>
21	White Cement	Birla White, J.K., <i>Grasim</i>
22	Dash Fasteners./Anchor bolts	Hilti, Fischer, Bosch,
23	Stainless Steel Bolts, Washers and nuts	Kundan , Puja , Atul
24	6mm thick Reflective Glass	Glaverbel, Glavermas, Saint Gobain, <i>Asahi</i>
25	Door Locks	ACME, Godrej, <i>Dorma</i>
26	Door Seal – Woolpile Weather Strip/ <i>Acoustic seal</i>	Anand -Reddiplex, <i>Enviroseal, Viper</i>
27	Aluminium Grill	Hindalco, Jindal
28	Vitrified Tiles	Naveen, Bell, Kajaria, Somani, <i>Nitco, Johnson, Euro</i>
29	Aluminium Cladding sheets	Alstrong , Alpolic, Alucobond, Alstone International, Aludecor Lamination
30	Stainless steel D-handles	D-line, Giesse, Dorma, Dorset, ozone
31	Stainless Steel Pipes/Flats	304 Grade (as approved by Engineer)
32	Structural Steel	TATA, SAIL, RINL, JINDAL
33	Epoxy Flooring/ wall coating	Fosrock, Beck, Famaflor, <i>Araldite, STP, Sika, BASF</i>
34	Ply board	Greenply, Kitply, Century, Archid, Marino, <i>Duro</i>
35	PVC Flooring	LG, Tarkett, Responsive , <i>Armstrong, Gerflor</i>
36	SS Railing	<i>Ozone, D-Line, Jindal,</i>
37	Fire rated door closer/Mortice Lock/ Door Co-ordinator	Dorma, Becker F.S. Australian or approved equivalent
38	Gypsum Board System	Gyproc (Saint Gobain), Lafarge, Boral, <i>Hilux,, Aerolite</i>
39	Adhesive for Door Work	<i>Fevicol/ Vamicol/ Dunlop/ Piditite/ Sika/ Thermoshield</i>
40	Epoxy Paint	<i>Nerolac/ Shalimar/ cico/ Fairmate/ sika/ BASF/ Berger/ Asian/ Pidilite</i>

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41	Polysulphide sealant	Pidilite/ Fosroc/ Choksey/chematal rai/ cico/ sika, MC Bouchemie, BASF, STP
42	Glass Doors (Motorised)	<i>DORMA/ Hafle/ Ozone</i>
43	Calcium silicate boards	<i>Hilux/ Aerolite, Armstrong</i>
44	Calcium Silicate Tiles	<i>Hilux/ Aerolite, Armstrong</i>
45	Texture Paints	<i>Spectrum/Heritages/ICI Dulux/Asian</i>
46	Wall care putti	<i>J.K. White/Birla/Gyproc wall putty</i>
47	Frameless glass partition fixtures	<i>Dorma/Hafle/Ozone</i>
48	U-PVC Windows	<i>Fenesta, Window Magic, Aluplast</i>
49	Toilet Cubicles	<i>Greenlam, Marino or approved equivalent</i>
Note:	<p>If the makes given in the list are not available, other equivalent makes can be considered subject to approval by the Purchaser/HSCC based on credentials of the company and test certificates of the product, subject to price adjustment.</p> <p>Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Purchaser/HSCC.</p>	

LIST OF APPROVED MAKES: PLUMBING WORKS

Sl.No	Material	Relevant IS Code	MANUFACTURERS
1	Vitreous China Sanitary ware	2556	Kohler, Roca, American Standard, Toto
2	White Glazed Fire Clay Sink	771	Sanfire, Cera, Neycer, Hindware.
3	Stainless Steel Sink		Jayna, <i>Neelkanth</i> , Commander, Nirali
4	Plastic seat cover of W.C	2548	Kohler, Roca, American Standard, Toto
5	Geyser		Racold, Venus, Voltas, Usha Lexus, Jaguar, Havells
6	C.P. Fittings Mixer/Pillar taps Washers, C.P. brass accessories ,CP Angle Valve,Bibcocks,CP waste	1795/4291/4827	Kohler, Roca, American Standard, Toto
7	Centrifugally /Sand cast iron pipes & fittings	3989/1729	Neco, Hepco, <i>SKF</i>
8	G.I. Pipes	1239 Part I	Jindal-Hissar, Tata, Prakash-Surya
9	G.I. Fittings	1239 Part I	Unik, K.S., Zoloto, R
10	Stoneware pipes & Gully Traps	651	IS Marked pipes
11	Mirror		Atul, Modi guard, <i>Asahi</i> , <i>Saint Gobain</i>
12	Hand drier		Kopal, Automat, Euronics, <i>Utech</i>

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14	Insulation of Hot water pipes		Vidoflex insulation, Superlon, <i>Thermafex, Kaiflexkaimenn</i>
15	D.I pipes		Jindal, Tata, Electrosteel., <i>Kesoram</i>
16	PVC/UPVC pipes & fittings		FIinolex , Prince,
17	Infrared Sensor operated Faucets/Urinals		Kohler, Roca, American Standard, Toto
18	Gratings, Strainers, Cleanouts etc		Neer Brand (Sage Metals), <i>ACO</i>
19	Decorative bath room fittings		Jaquar (Florentine range), Aquabaths, Kohler
20	HDPE pipes and fittings		Oriplast, So-Soon, Finolex, Gebreti, Nosil,
21	CPVC pipe, fittings and Solvent		Flowguard, Astral, Prince,
22	Copper Pipe		Raj Co., Maxflow, <i>Mehta Tubes</i>
23	Copper Fittings		Viega, IBP, <i>Yorkshire, Mehta Tubes, Rajco</i>
24	Lab drainage		Viega, Duraline, Rex
25	Lab Fittings		Vijay, Viega
26	SS pipe(EN-10312) & press type fitting		Viega, Jindal
27	Oxilyte (Mixed oxident)		Oxybee Solutions, I2M Technologies, Faith Innovations

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

LIST OF APPROVED MAKES : FIRE FIGHTING WORKS

Sl.No	Material	Relevant ISI Code	MANUFACTURERS
1	G.I./M.S. Heavy class pipe	1239/3589	Jindal-Hissar, Tata, Prakash -Surya,
2	Portable Fire Extinguisher	2171	Minimax, <i>Safex</i> , Ceasefire, Newage,
3	Sprinkler Heads		
4	Pendent type		Tyco, <i>Viking, HD, Grinnel</i>
5	Side wall type		Tyco, <i>Viking, HD, Grinnel</i>
6	Sprinkler Side wall extended through		Tyco, <i>Viking, HD, Grinnel</i>
7	Standby battery lead acid		Exide, Standard, Amco
8	Cables		As per Electrical Works
9	G.I. Fittings	1239 Part I	Unik, K.S., Zoloto, <i>R</i>
10	DI pipes		Jindal, TATA, Electrosteel, Kesoram
11	Pipe coat material (Pipe protection)		<i>Pypkote Integrated water proofing co. Madras/ coaltek Rustech products (P) Ltd. Syndcate Enclave, Dabri/Makphall</i>
12	Fire Man's Axe		<i>Safeguard/safex/Newage/Gunnebo</i>

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

LIST OF APPROVED MAKES FOR ELECTRICAL SYSTEM

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

S.No.	Item Description	Make list
1	Timers in Distribution board	Legrand/ Hager/ Siemens/ ABB/ GE
2	MCB distribution Boards	L &T /Hager/ MDS/Legrand/ Siemens, ABB/GE/ Schenieder (MG)
3	MCB	L &T /Hager/ MDS/Legrand/ Siemens, ABB/GE/ Schenieder (MG)
4	Rewirable porcelain wire	CPL, KEW
5	Data and Voice wire	Finolex, Delton, Skyton, Anchor, L&T, AT&T, Avaya
6	RCCB	L & T Hager/ Legrand/ Siemens, GE/Schenieder (Merlin –Gerin)
7	ELCB/ELMCB	Merlin Gerin-multi 9, Legrand, Hager, Siemens
8	11 KV LT XLPE cables	RPG/ Polycab/ NICCO/ UNIVERSAL/Rallison/KEI/Skytone/ Havells

26	Main PC with CPU monitor	HP/ Compaq/Del
27	PVC Tape	Steel Grip
28	Batton Holder, Angle holder, Ceiling Rose	Anchor
29	Exhaust Fan with Gravity Louvers	Usha Lexus/Orient/ Crompton/Industriel-Almonard/ GEC
30	TV Cable- Co axial	Finolex, airtech, bhansali

31	Chemical Earthing	Ashlok, Erico, Pioneer, Nimbus, JK Earthing
32	LCD/LED Monitor	Sony, Panasonic, Samsung

LIST OF APPROVED MAKES AND MANUFACTURERS

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

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

S.No	Material/Item	Approved Makes
1	Precision AC units	Emerson/Blue box/Stulz/Hiross
2	Window/split AC	Carrier /Hitachi/Voltas/Bluestar/Daikin/Ogeneral
3	VRV/VRF	Carrier /Hitachi/Daikin/Ogeneral
	Ducting & Grilles	
4	Factory fabricated duct	Zeco/ Ductofab/Rolastar/Technofab
5	G.I. Sheet Metal Duct	Jindal /National/ Tata/Sail
6	Spiral duct	Atco/Seven Star
7	Grilles/Diffusers/Volume Controller	Ravistar/Caryaire/ Mapro/Dynacraft/Airmaster
8	Fire Dampers UL listed	Caryaire/Dynacraft / Ravistar/Ruskin
9	Sound Attenuator	Caryaire/Dynacraft/Ravistar/Trox
10	G.I. Sheets	TATA/SAIL/Jindal/Bhushan Steel
11	Aluminium Sheets	Balco/Nalco/Hindalco
12	Stick Pins	Prima Seal/Air flow
	Pipes	
13	G.I.	ITC/ Jindal Hissar/Tata/SAIL/HSL
14	M.S. upto 150 mm	ITC/ Jindal Hissar/Tata/SAIL/HSL
15	M.S. 200 mm and above dia factory rolled	ITC/ Jindal Hissar/Tata/SAIL/HSL
	Valves	
16	Butterfly Valves	Advance/Audco
17	Motorised butterfly valve(actuator)	Belimo/Honeywell/Invensys/siemens
18	Non Return Valve	Advance/Kirloskar/Audco
19	Balancing Valves	Advance/Audco/Danfoss/Honeywell
20	Gate/Globe Valves	Leader/Divine/Sant/Bankim Sarkar /Zoloto

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21	GM valve upto 40mm	Leader/Divine/Sant/Bankim Sarkar /Zoloto
22	Ball Valve with Y strainer	Rapid Control/Sant/Leader/Zoloto
23	Pressure independent Balancing Accessories	Danfoss/Flowcon/TA
24	Y-strainer	Emerald/Sant/Rapid cool
25	Pressure Gauge	Fiebig/Emerald/H Guru/Japsin
26	Thermometer	Fiebig/Emerald/H Guru/Japsin
27	Flow Switch	Rapid Control/Anergy
28	Automatic Air Vent	Rapid Control/Anergy
29	Suction Guide	Anergy/ Rapid Control/Flowcon
30	Filters(pre,fine Hepa) Insulation	Thermadyne/Spectrum/Kirloskar /Anfilco/Johnflower/Dynafilter
31	Expanded Polystyrene	Beardsell Ltd./ BASF/Styrene Packing/ Indian Packaging
32	Glass Wool	FGP Ltd./UP Twiga/Kimmco / Owens Corning
33	Polyurethane Foam	Malanpur /Superurethane
34	Crossed linked Polyethylene Foam	Trocellene / Aeroflex/Armacell/
35	Closed Cell Elastomeric Insulation	K-flex /Vedoflex/Armacell
36	Non woven fibre material	Mikron/ Du pont
37	Mineral wool	Rockwool India Pvt Ltd,
38	Pre-moulded PUF section for pipe &	Malanpur/ Lloyd
39	Fibreglass rigid Board/Pipe section	FGP Ltd./UP Twiga/Kimmco / Owens Corning
40	Aluminium Tape	Johnson/Birla 3M/Garware
41	Thermostats	Honeywell/Johnson controls/Belimo/Danfoss/Siemens/Oventrop
42	Humidistat Miscellaneous	Honeywell/Johnson control/ Belimo/Danfoss
43	V Belt	Dunlop/Fenner
44	Anchor fastners	Fischer/Hilti
45	Dash fastner	Fischer/Hilti
46	Welding rods	Advani/L&T
47	Wire Rope duct supporting	Gripple
48	Flexible pipe connection	Dunlop/Kanwal/resistoflex
49	Hessian Cloth (fire rated)	Navair/Pyrogaurd
50	Vibration isolator	Resistoflex, Dunlup, Kanwal
51	Copper Refrigerant Piping	Diamond/Star/Rajco

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

Section – VII Technical Specifications

Item No. 1**Adult Cardiac Instruments Set**

S.No.	Items	Qty
	<i>ADULT BY-PASS SET (O H Set)</i>	
1	Mosquito forceps 5" Curved	12
2	Mosquito forceps 5" Straight	12
3	Baby Mosquito forceps 4" Straight	6
4	Baby Mosquito forceps 4" Curved	6
5	Artery forceps 6" Straight	12
6	Artery forceps 6" Curved	12
7	Kocher forceps 6" Straight	12
8	Kocher forceps 8" Curved	2

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9	Allis forceps 6"	2
10	Allis forceps 8"	2
11	Babcock forceps 6"	2
12	Babcock forceps 8"	1
13	Towel clip (backhus) 4"	12
14	Towel clip (backhus) 5"	18
15	Kellies artery forceps 9" Curved	2
16	Right angle forceps STD 7" Kantrovitz (20cm)	1
17	Right angle forceps STD 8" kantrovitz (23cm)	1
18	Right angle forceps fine 7"	2
19	Robert artery forceps 7" curved	2
20	Robert artery forceps 8" curved	2
21	Robert artery forceps 9" curved	2
22	Sponge holding forceps 10"	6
23	Duval Lung Holding forceps	1
24	B.P. Handle # 3	2
25	B.P. Handle # 4	2
26	B.P.Handle # 7 +7L	2 each
27	Metzenbaum Scissor 7"Curved, TC	2
28	Metzenbaum Scissor 8" Curved, TC	1
29	Metzenbaum Scissor 9" Curved, TC	1
30	Mayo Scissor 7" Straight, TC	2
31	Mayo Scissor 7"Curved, TC	2
32	TC Crile wood needle holder 8"	2
33	Debakey Needle Holder 7" TC 18cm	2
34	Debakey Needle Holder 8" TC 23cm	2
35	Debakey Needle Holder 9" TC 26cm	2

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36	Ryder Needle Holder 7" TC	2
37	Ryder Needle Holder 8" TC	2
38	Wire Twister / Sternal Needle Holder 8" TC (17cm to 20 cm)	3
39	Finochietto Rib Retractor (Small) With Single Blade 12mmx20mm blade(95mm spread, 75 mm arm length)	1
40	Finochietto Rib Retractor (Medium) With Single Blade 42mm x 62mm blade, (175mm spread, 140mm arm length)	1
41	Morse Sternal Spreader (Small) With Double Blades 20mm	1
42	Morse Sternal Spreader (Medium) With Double Blades 28mm	1
43	Morse Sternal Spreader (Adult) With Double Blades 42mm	1
44	Morse Sternal Spreader (Adult) With Deep Double Blades 55mm depth	1
45	IMA Retractor includes all Blades & Hooks	1
46	Kocher- Langenbeck Retractor (Small) 25x6 1.0 x 40	2
47	Kocher- Langenbeck Retractor (Medium) 25x8 1.3 x 40	2
48	Langenbeck Retractor (Big) 40x13 16 x 40	2
49	Dismarre valve Retractor light weight blade made up of Ba-cu sharp semi malleable 18.5 cm, Blade width- 8mm, 10mm, 12mm, 15mm	1 each
50	Harrington Retractor (Medium)/ Dever's retractor	1
51	Harrington Retractor (Big)	1
52	Allison Lung Retractor (Medium) 32cm, 5.8cm width	1
53	Cats paw Retractor (4 prongs), blunt, 08mm width	2
54	Czereny Retractor	2
55	Muller-Senn / Retactor 19x6.3mm, blunt, 08mm width	2
56	Malleable / Ribbon Retractor small & medium size	2 each
57	Nerve Hook Blunt tip 90degree, 19 cm	1
58	Nerve Hook Sharp (Fine) 19cm	1
59	Snugger Rod Small / Medium / Big	3
60	Babcock forceps 18.5cm length 11mm	6

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61	Babcock forceps 18.5cm length 7.5mm	2
62	Allis willauer forceps 5x6 teeth 28cm	4
63	Allis willauer forceps 5x6 teeth 35cm	2
64	Toothed Dessecting Forceps 7"	2
65	Non-Toothed Dessecting Forceps 7"	2
66	Adson Toothed Forceps 5"	2
67	Debakey Vascular Forceps 8" long 1.0 mm tip	2
68	Debakey Vascular Forceps 8" long 1.5 mm tip	4
69	Debakey Vascular Forceps 8" long 2.0 mm tip	4
70	Debakey Vascular Forceps 8" long 2.0 mm 45 Deg Angled tip	2
71	Debakey Vascular Forceps 8" long 2.7 mm tip	2
72	Morse- Andrews Suction Tube Paediatric 25.4cm long, 6mm	1
73	Yankauer Suction Tube 29cm 2mm diameter of tip	1
74	Cooley sump suction, 320mm, detachable suction diameter 8mm suction tip	3
75	Fine microsuction tube, 1.4mm tip, length230mm, working length 165mm	1
76	Wire-Cutter Single Action 7"	1
77	Wire Cutter 8" Double Action TC	1
78	Doyen Respiratories Right / Left	2
79	Overholt Periosteal Elevators 6.4mm & 13mm wide blade & 27 cm long	1 each
80	Bone Nibbler 8"	1
81	Bone Hole	1
82	Scoop 8"	1
83	Bethune Rib Shears 13 3/4"	1
84	DeraCoolyDebakey Vascular Clamp 7", 16mm Jaw (Small)	1
85	DeraCoolyDebakey Vascular Clamp 7", 20mm Jaw (Medium)	1
86	DeraCoolyDebakey Vascular Clamp 7" 26mm Jaw (Big)	1
87	Dissecting & Ligature Debakey Vascular Clamp 7 1/2"	1

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88	Dissecting & Ligature Debakey Vascular Clamp 9", 35mm jaw	1
89	Beck Debakey Vascular Clamp 8", 30mm Jaw	1
90	Beck Debakey Vascular Clamp 8 1/2", 45mm Jaw	1
91	Harken Debakey Vascular Clamp 10" # 1	1
92	Harken Debakey Vascular Clamp 9 3/4" # 2	1
93	SatinskyDebakey Vascular Clamp 9", 32mm jaw	1
94	SatinskyDebakey Vascular Clamp 10 1/4", 48mm Jaw	1
95	SatinskyDebakey Vascular Clamp 10 1/4", 40mm Jaw	1
96	Debakey Vascular Cross Clamp 7", 65mm Jaw, 60 degree	1
97	Debakey Vascular Cross Clamp 9", 55mm Jaw, 60 degree	1
98	Debakey Vascular Cross Clamp 11", 65mm Jaw, 60 degree	1
99	Debakey Aorta Aneurysm Clamp, 75mm slight Curved Jaw, 10 3/4"	1
100	Bebakey LAMBERT-KEY Aorta Anastomosis Clamp, 21cm length, 5cm jaw	1
101	Hegar Dilators 1mm to 28mm (Set of 14 Nos)	1
102	Tracheal Dilator	1
103	Tube Clamp 6"	4
104	Tube Clamp 8"	8
105	Tube Organiser	1
106	Debakey peripheral vascular clamp, angled jaw 65mm, 18cm length	1
VALVE SET		
1	Nelson Metzenbaum Scissor 11" Curved,TC	1
2	Potts Scissor 7" 45 Degree Super Cut	1
3	Potts Scissor 9" 45 Degree Super Cut	1
4	Thomson Valve Cutting Scissor, With Deep Curve	1
5	Valve needle Holder curved 10" TC stratte 23cm	2
6	Debakey Needle Holder 10" TC	2
7	Debakey Needle Holder 11" TC	2

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8	Cooly Mitral Valve Retractor, RIGHT (22mm,38mm, 48mm) Depth 45-48mm	1 each
9	Cooly Mitral Valve Retractor, LEFT (17x19, 38x19, 45x22)mm	1 each
10	Mitral Hook Long (Right Angled Tip)	1
11	Mitral Hook (rounded)	2
12	Russian Forceps 10""(25cm)	2
13	Aortic Valve Rongeurs Straight	1
14	Aortic Valve Rongeurs Upward	1
15	Aortic Valve Rongeurs Downward	1
16	Debakey Vascular Forceps 12" long 3.5 mm tip	2
17	Debakey Vascular Forceps 9 1/2" long 3.5 mm tip	2
18	Self retaining Mitral Valve Retractor System Adult with 2 atrial retractors	1
LEG SET		
1	B.P.Handle # 4	2
2	Debakey Vascular Forceps 6"(15cm) long 2.0 mm tip	2
3	Toothed Dessecting Forceps 6"(15cm)	2
4	Baby Mosquito forceps 4" Curved (10cm)	15
5	Mayo-Hegar Needle Holder TC 8" (23cm)	2
6	Crile-wood Needle Holder TC 7" (20cm)	2
7	Fine Right angle forceps 5 1/2"	1
8	Fine Right angle forceps 7"	1
9	Metzbaum Scissor 7" TC (17cm)	1
10	Mayo Scissor 7" TC Straight(17cm)	1
11	Mayo Scissor 7" TC Curved(17cm)	1
12	Henly Popliteal Self Retaining Retractor (Small)	1
13	Henly Popliteal Self Retaining Retractor (Medium)	1
14	Henly Popliteal Self Retaining Retractor (Big)	1

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15	Allis Forceps Small 6"	2
16	Dietheich Bulldog Clamp Straight L 44 x J 08 mm closing pressure 180	3
17	Dietheich Bulldog Clamp Straight L 44 x J 12 mm closing pressure 180	3
18	Dietheich Bulldog Clamp Angled L 44 x J 08 mm closing pressure 180	3
19	Dietheich Bulldog Clamp Angled L 44 x J 12 mm closing pressure 180	3
20	Bulldog Clamp Curved L 44 x J 10mm closing pressure 180	3
21	Frazier suction tube 17.8 cm angled, working length 10.8 cm with 10 fr.	--
22	Microcoronary bull dog clamp (5cm length, 10mm Jaw angled, Tention 55 gms	02
23	Tubbs Mitral valve Dialator(small, medium, and large)	01 each

- Company should be registered with US-FDA & status should be active or CE approved with four digit no from certified body required.
- Certificate of company origin should be enclosed.
- All instruments made from German grade steel
- Quality will be judged by demonstration
- It should have Lot number, Article Number, Company name emboss on each instruments.
- It should provide with sterilization container and wire basket, and the container should meet all international standards of quality and approved for steam sterilization procedure of EN 285.2008. as well as it should be from same parent company.
- Company should have service facility in India.
- Every instrument should be quote separately and not as a set and will be consider individually

Item No. 2

Paediatrics Instrument Sets

S.No.	Items	Qty
	<i>Paediatric BY-PASS SET (O H Set)</i>	
1	Mosquito forceps 5" Straight	12
2	Baby Mosquito forceps 4" Straight	15
3	Baby Mosquito forceps 4" Curved	12
4	Artery forceps 6" Straight	12

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5	Allis forceps 6"	2
6	Babcock forceps 6"	2
7	Babcock forceps 8"	1
8	Towel clip (backhus) 4"	12
9	Towel clip (backhus) 5"	12
10	Right angle forcps STD 7" (Small)	1
11	Right angle forceps fine 7"	2
12	Robert artery forceps 7" curved	2
13	Sponge holding forceps 8"	6
14	B.P. Handle # 3	2
15	B.P. Handle # 4	2
16	B.P.Handle # 7	2
17	Metzenbaum Scissor 7"Curved, TC	2
18	Mayo Scissor 7" Straight, TC	2
19	Mayo Scissor 7"Curved, TC	2
20	Crile wood Needle Holder 7"	2
21	Debakey Needle Holder 7" TC	2
22	Sorat Needle Holder 7 1/2" TC	2
23	Ryder Needle Holder 7" TC	2
24	Wire Twister / Sternal Needle Holder 6" TC	2
25	Infant Fino chietto retractor with single blade spread 69 mm, Blade 14 mm, deep 14 mm, arm length 5 cm.	1
26	Child fino chietto retractor with single blade spread 15.3 cm, blade 45mm deep, 38 mm wide, arm 13cm.	1
27	New Born Castinada Retractor with Single Curved Blade	1
28	Cooley vascular suction tube 29cm long & 6mm wide tip	2
29	New Born Fino chietto Retractor With Single Blade W12xD14, arm length 50mm, spread 54mm	1

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30	Finochitto Rib Retractor Single Blade New Born D 6 x W 7, spread 37 mm, arm length 25cm	1
31	Morse Sternal Spreader With Double Blades New Born W-15mxD 10 mm spread 120mm	1
32	Morse Sternal Spreader With Double Blades W 20mm x D 12mm spread 150mm	1
33	Morse Sternal Spreader With Double Blades W 20mm x D 20mm spread 150mm	1
34	Kocher- Langenbeck Retractor (Small)	1
35	Kocher- Langenbeck Retractor (Medium)	1
36	Langenbeck Retractor W 10mm x D 6 mm L 16cm	1
37	Langenbeck Retractor (Medium) 17x5mm L 16cm	1
38	Langenbeck Retractor (Big) 20x 6mm L 16 cm	1
39	VSD Retractor (Set of 5 Different Size) 8, 10, 12mm	2each
40	Davidson Scapula Retractor	1
41	Allison Lung Retractor (Small) L- 26cm, w- 3.8cm	2
42	Moriss Retractor	1
43	Rack Retractor (4 prongs)	2
44	Czereny Retractor 20 cm	2
45	Muller-Senn / Cats Paw Retactor 19 x 6.3 mm sharp Promh & Blunt Prong	02 each
46	Malliable / Ribbon Retractor 10, 12, 17, 20, 25, 30mm	6
47	Cushing's Adsons Nerve Hook Blunt tip 90degree, 19cm	2
48	Nerve Hook Sharp (Fine) tip	2
49	Toothed Dessecting Forceps 6"	2
50	Non-Toothed Dessecting Forceps 6"	2
51	Toothed Dessecting Forceps 7"	2
52	Non-Toothed Dessecting Forceps 7"	2
53	Debakey Vascular Forceps 8" long 1.5 mm tip	4
54	Debakey Vascular Forceps 8" long 2.0 mm tip	2

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55	Debakey Vascular Forceps 8" long 1.0 mm tip	2
56	Morse- Andrews Suction Tube (Small)	1
57	Yankauer Suction Tube 10fr., 29.2cm	1
58	CardiotomySution Tube (Small)	2
59	Debakey adson suction tube 15.2cm length with four side opening 3mm long, 4 mm diameter.	2
60	Frazier Suction tube 17.8cm angled, working length 10.8cm (size 10Fr. & 12Fr.)	2
61	Cooleys Jump Suction Tube 7.5 mm wide tip	2
62	Entire handle removable 33 cm length	2
63	Doyen Respiratories Right / Left (Peadiatric)	2
64	Micro Clamp, Straight Debakey, 30 mm Jaw length, Straight Shank, 12 cm	1
65	Micro Clamp, Side Biting Debakey, 20 mm Jaw length, Slightly Angled Shank, 11.2 cm	1
66	Micro Clamp, Spoon Debakey, 26 mm Jaw length, Straight Shank, 11.8 cm	1
67	Micro Clamp, 45 Deg Angled Debakey, 25 mm Jaw length, Straight Shank, 11 cm	1
68	Micro Clamp, 60 Deg Angled Debakey, 25 mm Jaw length, Straight Shank, 11 cm	1
69	DeBakey Ring Handle Bulldog Clamps, Angled 45 Degree, 5".	1
70	DeBakey Ring Handle Bulldog Clamps, Right Angled 90-Deg, 4 1/8".	1
71	Fine DebakeyNeonatales Castaneda Curved 15mm Jaw 6" atraumatic	1
72	Fine DebakeyNeonatales Castaneda Curved 18mm Jaw 6" atraumatic	1
73	Fine DebakeyNeonatales Castaneda Curved 23mm Jaw 6" atraumatic	1
74	Fine DebakeyNeonatales Castaneda Curved 25mm Jaw 6" atraumatic	1
75	DebakeyMulti Purpose Clamp Deep Curved 31mm Jaw, 6 1/2"	1
76	DebakeyMulti Purpose Clamp 40mm Jaw, Angled 30 Degree 6 1/2" 16.5cm long	1
77	DebakeyMulti Purpose Clamp 40mm Jaw, Angled 60 Degree 6 1/2" 16.5 cm	2
78	DebakeyMulti Purpose Clamp 40mm Jaw, Angled 90 Degree 6" 16.5 cm	1
79	DebakeyDerra Cooley Clamp 16mm Jaw, 6 3/4"	1

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80	DebakeyDerra Cooley Clamp 20mm Jaw, 6 3/4"	1
81	DebakeyDerra Cooley Clamp 26mm Jaw, 7"	1
82	DebakeyDerra Cooley Clamp 24mm Jaw, 6 1/4"	1
83	Renauld Clamp, angle 50 degree, 18cm Jaw Length 35mm, depth 7mm	1
84	Debakey Vascular Cross Clamp 7", 65mm Jaw, 60 degree	1
85	Debakey Vascular Cross Clamp 7", 65mm Jaw, 30 degree	1
86	Tracheal Dilator	1
87	Tube Clamp 6"	6
88	Tube Clamp 8"	8
89	Tube Organiser	1
90	Kidney Tray Small	1
91	Kidney Tray Big	1
92	Artery forceps 6" curved	12
93	Right Angle forceps STD 8" (medium)	1
94	Ryder Needle Holder 8" TC	1
95	Heparin / Irrigation Cannula 5cm malloble with 3mm olive tip	1
96	Wire cutter Double Action 7"	3
97	Bone Hole 16 cm	1
98	Milker 8"	2
99	SS scale 6"	1
MICRO INSTRUMENTS SET		
1	18.5 cm length Babcock forceps 11mm	4
2	18.5 cm length Babcock forceps 7.5mm	2
3	Allis willaure forceps 5x6 teeth 28cm	4
4	Allis willaure forceps 5x6 teeth 35cm	2
5	Castrovijio Micro Needle Holder 7" (for 7-o) or smaller	1

6	Castrovijio Micro Needle Holder 7" (for 5-o) or smaller	1
7	Castrovijio Micro Needle Holder 8 ¼" (for 7-o) or smaller	1
8	Castrovijio Micro Needle Holder 8 ¼" (for 8-o)	1
9	Micro Debakey Vascular Forceps 7" Round Handle 0.5 mm tip	1
10	Coronary Spring Potts Scissor Round / flat Handle 45 Degree, 7" , 11 mm blade	1
11	Coronary Spring Potts Scissor Round / flat Handle 125 Degee, 7" 11 mm Blade	1
12	Diethrich Pott's Coronary Artery Super Cut Scissor 45 Degree, 7"	1
13	Diethrich Pott's Coronary Artery Super Cut Scissor 125 Degree, 7"	1
14	Metzenbaum Scissor Normal Curved 7" Super cut	3
15	Metzenbaum Scissor Sharp Curved 7" Super cut	2
16	Bullet Suction tip (Small, Medium, Big) (1set = 3 Nos.)	1
17	Bulldog Clamp Straight L 44 x J 8 mm closing pressure 80mm	2
18	Bulldog Clamp Curved L 44 x J 10 mm closing pressure 80 mm	2
19	Bulldog Clamp Angled L 44 x J 8 mm	2
20	Micro Instruments Tray with silicon mat (Imported)	1

- Company should be registered with US-FDA & status should be active or CE approved with four digit no from certified body required.
- All instruments made from German grade steel
- Quality will be judged by demonstration
- It should have Lot number, Article Number, Company name emboss on each instruments.
- It should provide with sterilization container and wire basket, and the container should meet all international standards of quality and approved for steam sterilization procedure of EN 285.2008. as well as it should be from same parent company.
- Company should have service facility in India.
- Every instrument should be quote separately and not as a set and will be consider individually
- Medical grade and rust free stainless steel is must.

Item No. 3

CORONARY INSTRUMENT SET

Sl.	Instrument name	Qty.
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No		
1	Jacobson micro needle holder, round handle straight, diamond dust jaw, never shear, dual guide, extended 10mm diameter knurling regular box lock with ratchet-size 8"/20cm (titanium) for suture- 7.0 and smaller(Titanium)	1
2	Jacobson micro needle holder, round handle straight, diamond dust jaw, never shear, dual guide, extended 10mm diameter knurling regular box lock with ratchet-size 9"/23cm (Titanium) for suture- 7.0 and smaller (Titanium)	1
3	Jacobson micro needle holder, round handle straight, diamond dust jaw, never shear, dual guide, extended 10mm diameter knurling regular box lock with ratchet-size 8"/20cm (Titanium) for suture- 5.0 and smaller (Titanium)	1
4	Micro forcep, round handle, 1 mm straight diamond dust, ring tips- 7 ¼" (18.5cm) (titanium)	2
5	Debakey forceps, flat handle-1 mm straight debakey tips size-7 ¾" (19.5 cm) (stainless steel)	3
6	Lilehei – potts scissors, ring handle curved blades, sharp tips – 7" (18cm)	1
7	Debakey scissors, ring handle – 45 degree angled blades, sharp tip – 6 ¼" (16cm)	1
8	Jacobson micro scissors round handle, spring style 45 degree angled micro fine blades – 6 ¾"	1
9	Jacobson micro scissors, round handle, spring style, v-neck-125degree angled micro fine blades size- 6 ½" (16.5cm)	1
10	Micro forceps, round handle, straight 1.0mm diamond dust platform tips 8 ¼" /21cm (titanium)	1

- Company should be registered with US-FDA & status should be active and CE approved with four digit no from certified body required.
- Certificate of country origin should be enclosed.
- All instruments made from German grade steel
- Quality will be judged by demonstration
- It should have Lot number, Article Number, Company name emboss on each instruments.
- It should provide with sterilization container and wire basket, and the container should meet all international standards of quality and approved for steam sterilization procedure of EN 285.2008. as well as it should be from same parent company.
- Company should have service facility in India.
- Every instrument should be quote separately and not as a set and will be consider individually

Item No. 4

Cardiac Instrument set

s.no.	Items	Qty.
1	Castrovijeo Needle Holder Diamond Dusted 8 ¼" (for 6-0)	1
2	Castrovijeo Needle Holder TC 7" (for 6-0)	1
3	Castrovijeo Needle Holder TC 8 ¼" (for 5-0)	1
4	Micro Needle Holder 9" Diamond Dusted Round Handle (Heavy Type) for 2-0	1
5	Debakey Vascular Forceps 7"	1
6	Debakey Vascular Forceps 8"	1

7	Debakey Vascular Forceps 7" (45 Degree Angled)	1
8	Debakey Vascular Forceps 8" (45 Degree Angled)	1
9	Ring Tip forceps Diamond Dusted 7" 0.5mm	1
10	Micro Ring Tip forceps Diamond Dusted 8" 0.5mm	1
11	Gerald Forceps 7"	4
12	Coronary Spring Potts Scissor Round Handle 45 Degree, 7" , 11 mm blade	1
13	Coronary Spring Potts Scissor Round Handle 125 Degree, 7" 11 mm Blade	1
14	Coronary Spring Potts Scissor Round Handle 45 Degree, 8" , 13 mm blade	1
15	Coronary Spring Potts Scissor Round Handle 125 Degree, 8" 13 mm Blade	1
16	Diethrich Pott's Coronary Artery Super Cut Scissor 45 Degree, 7"	1
17	Diethrich Pott's Coronary Artery Super Cut Scissor 125 Degree, 7"	1
18	Steven Tonotomy Scissor curved 7" Super cut	1
19	Metzenbaum Scissor Normal Curved 7" Super cut	1
20	Metzenbaum Scissor Sharp Curved 7" Super cut	1
21	Metzenbaum Scissor Normal Curved 9" Super cut	1
22	Olivekrona double end dissation 8"(OL 165, FF 300, FK 292) medium curve	3
23	Coronary Probe, 0.5mm, 1mm, 1.5mm, 2.0mm	4
24	Metzenbaum Scissor 7" Curved, TC	2
25	Metzenbaum Scissor 8" Curved, TC	1
26	Metzenbaum Scissor 9" Curved, TC	1
27	Ryder Needle Holder 7" TC	2
28	Ryder Needle Holder 8" TC	1
29	Rizzuti Angled forceps 17-18 cm	2

- Company should be registered with US-FDA & status should be active and CE approved with four digit no from certified body required.
- Certificate of country origin should be enclosed.
- All instruments made from German grade steel
- Quality will be judged by demonstration
- It should have Lot number, Article Number, Company name emboss on each instruments.
- It should provide with sterilization container and wire basket, and the container should meet all international standards of quality and approved for steam sterilization procedure of EN 285.2008. as well as it should be from same parent company.
- Company should have service facility in India.
- Every instrument should be quote separately and not as a set and will be consider individually

Item No. 4

Thoracic set

S.no	Description	Qty
------	-------------	-----

HSCC (India) Limited

1	Right & left 16.5cm Doyen Rasp. Small left & right	01 each
2	Right & left 16.5cm Doyen Rasp. large left & right	01 each
3	Yankauer Suction Tube 23.8cm, 21cm, 29.2cm	01 each
4	Metzenbaum Scissors 9" (22.9cm),cvd,del.,	04
5	Martin Tissue Forceps 7 1/2" (19cm),7x8T	1
6	Potts-Smith Tissue Forceps 9 3/4"(24.8cm)	1
7	Kelly Forceps 5 1/2" (14cm),cvd	12
8	Coller Forceps 6 1/4" (15.9cm),cvd	12
9	Backhaus Towel Clamp 5 1/4" (13cm)	12
10	Debakey Needle Holder 8" (20.3cm), TC Insert	1
11	Ryder Needle Holder 10", TC Insert, Serrated	1
12	New Orleans Needle Holder 7" (17.8cm), carb-n-sert jaws	1
13	Mayo-HegarNedle Holder 10" (26.7cm), carb-n-sert jaws	1
14	Richardson Retractor 1" (2.5cm)x 3/4" (1.9cm)	1
15	Richardson Retractor 1 1/2" (3.8cm)x 1 1/2" (3.8cm)	1
16	Kelly Retractor 2" (5cm)x 1 1/2"(3.8cm)	1
17	Kelly Retractor 3" (7.6cm)x 2 1/2"(6.4cm)	1
18	Harrington Retractor 12"(30.5cm),2 1/2"(6.4cm) wide	1
19	Harrington Retractor 12"(30.5cm),1 1/2"(3.8cm) wide	1
20	Volkman Retractor 6 prongs ,sharp	2
21	Volkman Retractor 4 prongs ,blunt	2
22	Freer Elevator , double end 22cm	1
23	DeBakey Tissue Forceps 8" (20cm) 02mm tip	2
24	DeBakey Multipurpose Clamp 20cm & 18cm	2 each
25	Doyen Rib Raspatory ,right 16.5cm small & large	01 each

HSCC (India) Limited

26	Doyen Rib Raspatory ,left 16.5cm small & large	01 each
27	Matson Rib Elevator and stripper 8 3/4"(22cm)	1
28	Alexander-Farabeauf Periosteotome 8 1/2" (21cm)	1
29	Burford-Finochietto Rib Spreader, 2 pr. blades (spread- 16cm, arm length – 10.5cm, blades 2.5cm, 3.5cm & 05cm)	2
30	Bailey Rib Contractor (apperoximater) 20cm Adult & 16cm Peaditric	1
31	Allison Lung Retractor 12 3/4" (length 26cm x width 3.8cm peaditric) (length 32cm x width 5.4cm adult)	02 each
32	Stille-Luer Bone Rongeur 8 3/4" (22cm),cvd	1
33	Sauerbruch Rib Rongeur 12" (30.5cm),str.17mm sq. jaws	1
34	Duval Tissue Grasping Forceps 9" (22.9cm),1" (2.5cm) wide	2
35	Mixter Thoracic Forceps 11" (27.9cm)	3
36	B.P.HANDLE NO.3 Normal length & long length	1 each
37	DISSECTING FORCEPS Vascular 6" tip 2mm & 1mm	02
38	DISSECTING FORCEPS TOOTHED 6" tip 01mm	1
39	MAYO HEGAR NEEDLE HOLDER T.C. 8"	1
40	MOSQUITO ARTERY FORCCEPS ST 5"	1
41	MOSQUITO ARTERY FORCCEPS CD. 5"	1
42	SPONGE HOLDER 10"	3
43	ALLIS FORCEPS 8"	3
44	MASTOID RETRACTOR weitlanner 2x3 peongs length 11.4cm (15mm, 17mm deep)	2 each
45	MASTOID RETRACTOR SMALL length 20cm weitlanner 3x4 Prongs (18mm, 20mm deep)	1 each
46	TRACHEAL DILATORS	1
47	TWO PRONG RETRACTOR (cats paw)	1
48	LANGENBACK RETRACTOR Distal blade tip slightly curved flat handle L- 21.5cm Blade- w 1cm x D 4.2 cm	02 each

	w 1.6 cm x D 4.2 c,	
49	S.S.BOWL 6 C.M	1
50	SUCTION TIP FRAZIER 1, 2 ,3, 4	1
51	Lung Holding Forceps, Duval, Jaw, Small, 15mm X 20cms / 8"	1
52	Retractor, Scapula, Davidson, Adult	1
53	Retractor, Scapula, Davidson, Small	1
54	Malleable Retractor set	1
55	Bowl, S.S, Small, 10cms / 4"	4
56	Bowl, S.S, Medium, 13cms / 5"	1
57	Bowl, S.S, Large, 20cms / 8"	1
58	Kidney Tray, 25cms / 10"	2
59	Mayo scissors 23cm	2
60	Cushing vein Retractor	1
61	Russian forceps 18 cm & 20cm	2 each
62	Smith wick hook 31cm	2
63	Super cut Mayo scissors 11"	2
64	Houirtons forceps right angle 12.5"	4
65	Beckman Laminectomy retractor (3x4 sharp prongs, 28mm deep & 24cm length	02 each
66	Bone nebbler	2
67	Rib Shear	1
68	Davidson Scapula Retractor (Big/Small)	1each

- Company should be registered with US-FDA & status should be active or CE approved with four digit no from certified body required.
- All instruments made from German grade steel
- Quality will be judged by demonstration
- It should have Lot number, Article Number, Company name emboss on each instruments.

- It should provide with sterilization container and wire basket, and the container should meet all international standards of quality and approved for steam sterilization procedure of EN 285.2008. as well as it should be from same parent company.
- Company should have service facility in India.
- Every instrument should be quote separately and not as a set and will be consider individually
- Medical grade and rust free stainless steel is must.

Item No.6**Minimally Invasive Cardiac Surgery instruments**

Minimally Invasive Cardiac Surgery instruments	
1	Long Instruments for MICS
a	Long Valve Forceps, for MICS. Should be made of high grade surgical Steel and have balanced weight for less fatigue of muscles, Should be available in straight and angled shape with Jaw dimensions of 1 to 3mm width and 10 to 15mm length, the shaft diameter should be 5.0mm and over all length from 335-350mm. should also have anti reflecting surface coated with Ceramic.
b	Long Needle Holders with Lock for MICS. Should be made of high grade surgical steel and have balanced weight for less fatigue of muscles, should be available in Straight and angled shape with jaw dimensions of 2mm to 3mm width and 8 to 10mm length, the shaft diameter should be 5.0mm and overall length from 335-350mm. Should also have anti reflecting surface coated with Ceramic.
c	Long Scissors for MICS. Should be made of high grade surgical Steel and have balanced weight for less fatigue of muscles, should be available in straight and angle of 45° and 90° also in curved shape with shaft diameter of 5.0mm and overall length from 335mm to 350mm. Should also have anti reflecting surface coated with Ceramic.
d	Long Knot Pusher, for MICS. Should be made of high grade surgical steel and have balanced weight for less fatigue of muscles, Should be available in Star shape and with 25° angled shape with shaft diameter of 5.0mm and overall length 335- 340mm Should also have anti reflecting surface coated with Ceramic
e	Long Clip applicators, for MICS. Should be made of high grade surgical steel and should be compatible with small and midum clips for occluding bleeders with shaft diameter of 5.0mm and overall length be 335-340mm. Should also have anti reflecting surface coated with Ceramic.
f	Long Nerve hook, with tip diameter of 1x7mm and over all length be 335 to 340mm should have ante reflecting surface coated with Ceramic.
g	Long Non Traumatic Forceps, Should be made of high grade surgical steel with one Jaw movement, should be available in Jaw dimensions of 3.5x 50mm and overall length 330mm, 2.8 x 70mm and overall length 290mm and 5.5x 80mm and overall length 360mm.
h	Long suture hook with the length between 340- 350mm along with saperate handle for suture hook. Should also have anti reflecting surface coated with ceramic

2	Coronaries Long Instruments for MICS
a	Long Forceps, for MICS. Should be made of high grade surgical Steel and have balanced weight for less fatigue of muscles, Should be available in straight and angled shape with Jaw dimensions of 1 to 2mm width and 8 to 15mm length, the shaft diameter should be 3.5mm and over all length from 280-290mm. should also have anti reflecting surface coated with Ceramic.
b	Long Needle Holders with Lock for MICS. Should be made of high grade surgical steel and have balanced weight for less fatigue of muscles, should be available in Straight and angled shape with jaw dimensions of 1mm to 2mm width and 8 to 10mm length, the shaft diameter should be 3.5mm and overall length from 270-280mm. Should also have anti reflecting surface coated with Ceramic.
c	Long Scissors for MICS. Should be made of high grade surgical Steel and have balanced weight for less fatigue of muscles, should be available in straight and angle of 45° and 125° also in curved shape with shaft diameter of 3.5mm and overall length from 270mm to 280mm. Should also have anti reflecting surface coated with Ceramic.
3	MICS Retractor System
	The MICS retractor system should comprises of retractor frame which can attach various size blades along with ball joint adapters and extension to hold atrial hook of different sizes along with blade guide and guiding forceps for atrial blades. Should also have attachments for holding telescope and suction devices. The retracting blades depth should be 35x 40mm to 35x 60mm and atrial hook length should be 40mm to 70mm. The retractor should also be able to mount the tissue heart stabilizer during midcab.
4	Self Retaining IMA retractor system.
	The retracting system can be mounted on OT table for hands free retraction with blade guide, coupling rider, IMA Blades in different length and width, retracting blade in different sizes. Should be able to facilitate LIMA & Rima Harvesting.

- Company should be registered with US-FDA & status should be active or CE approved with four digit no from certified body required.
- All instruments made from German grade steel
- Quality will be judged by demonstration
- It should have Lot number, Article Number, Company name emboss on each instruments.
- It should provide with sterilization container and wire basket, and the container should meet all international standards of quality and approved for steam sterilization procedure of EN 285.2008. as well as it should be from same parent company.
- Company should have service facility in India.

- Every instrument should be quote separately and not as a set and will be consider individually
- Medical grade and rust free stainless steel is must.

Section – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

01 Name of the manufacturer

a. full postal address

b. full address of the premises

c. telegraphic address

d. telex number

e. telephone number

f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quotedfor

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 tenderer must be a manufacturer or its authorized Indian Agent. They may authorize their agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.

2. (a) The Manufacturer should have supplied and installed in last **Seven** years from the date of Tender Opening, at least **One order** of the quoted quantity of the similar/ like nature equipment meeting major parameters of technical specification which is functioning satisfactorily.

2.(b). The Tenderer quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least one contract in the **last Seven years** from the date of tender opening of similar equipment meeting major parameters of Technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer. **Bidder should also submit the Performa invoice of the price of Principal manufacturer in their price bids.**

1. The tenderer shall give an affidavit as per Section-XIX of the TE document.

2. In support of 2(a) & 2(b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'. The manufacturer/Indian Agent as Tenderer shall furnish Satisfactory Performance Certificate/Installation Reports in respect of above, duly notarized in the country of origin, along with the tender. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

4. Tender shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by chartered accountant bearing their membership No.

5. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

6. The Tenderer shall furnish copy of all Purchase Orders (complete with specifications and prices) in their Technical Bid for the same model supplied to Govt. Hospitals/PSU Hospitals/UN Agencies/Govt. Labs/Corporate Hospitals in the last one year from the date of Technical Bid opening.

7. The manufacturer should have supplied quoted model in India in last 7 years

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

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

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

Section – X TENDER FORM

To,
Medical Superintendemnt & VMMC,
SafdarjungHospital,
New Delhi.

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____, the receipt of which is hereby confirmed.

We now offer to supply and deliver _____ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

Signature with date

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

SECTION – XI PRICE SCHEDULE

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

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

Total Tender price in Rupees:

In words:

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. Specify HSN Codes: ()

Name
Business Address

Place:

Signature of Tenderer _____

Seal of the Tenderer

Date :

SECTION – XI PRICE SCHEDULE

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)						Total price on CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site) 4X5 (f)
				FOB/FCA price at port/airport of Lading (a)	Carriage & Insurance (port of loading to port of destination) and other Incidental costs (b)	CIP Price (name place/port of destination in India (c)	Loading & unloading at name place/port of entry in India + local transportation and storage to the consignee site + Extended Insurance for a period including 3 months beyond date of delivery (d)	Incidental Services (including installation, commissioning, supervision, demonstration & training) at consignee's site (e)	Unit Price on CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site) (f)=c+d+e	

Total CIP Price in words.....

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

Bidder must specify IGST: INR.....

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition as per CIP at Consignee’s site
4. Custom Duty & IGST quoted as applicable as per Item HSN Code will be added to Total CIP Price to arrive at Price at consignee site for evaluation purpose.
5. Specify HSN Codes : (_____).

Indian Agency Commission - ___% of FOB/FCA Name _____

Business Address _____

Signature of Tenderer

Seal of the Tenderer

Place: _____

Date:

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

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

- a). If the custom duty & IGST amount as mentioned in the price schedule is **equal** to the actual total

custom duty amount levied by the custom department & actual IGST paid, the actual total custom duty amount levied by custom department & actual IGST paid shall prevail and reimbursed to the supplier in INR accordingly on submission of original documentary evidence.

b). If the custom duty & IGST amount as mentioned in the price schedule is **more** than the actual total custom duty amount levied by the custom department, the actual total custom duty amount levied by custom department & actual IGST paid shall prevail and reimbursed to the supplier in INR accordingly on submission of original documentary evidence.

c). If the custom duty & IGST amount as mentioned in the price schedule is **less** than the actual total custom duty amount levied by the custom department and the actual IGST paid, the custom duty amount and IGST as mentioned in the price schedule shall prevail only and reimbursed to the supplier in INR accordingly

SECTION- XI PRICE SCHEDULE

C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

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

* After completion of Warranty period

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place: ____

Date: ____

Name
Business Address _____
Signature of Tenderer _____
Seal of the Tenderer

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

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE	Turnkey price

Note: -1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions.

Place: _____

Date: _____

Name
Business Address _____
Signature of Tenderer _____
Seal of the Tenderer

**SECTION - XII
QUESTIONNAIRE**

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

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

SECTION- XIII
BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Tenderer") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "tender" against the purchaser's tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank) having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____. The conditions of this obligation are

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - b) fails or refuses to accept/execute the contract. or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).
This guarantee will remain in force for a period of forty-five days after the period of tender validity

and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION - XIV MANUFACTURER'S AUTHORISATION FORM

To

Medical Superintendent,
Safdarjung Hospital & VMMC,
New Delhi

Dear Sirs,

Ref. Your TE document No. _____ dated ____ We _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____ hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with

you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully

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

Name & address of the manufacturers]

*Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent to legally bind the manufacturer.
2. Original letter may be sent.*

SECTION- XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Medical Superintendemnt & VMMC,
SafdarjungHospital,
New Delhi

WHEREAS _____(Name and address of the supplier (Hereinafter called the supplier has undertaken, in pursuance of contract no _____ date _____ to supply (description of goods and services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the

contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

Signature with date of the authorized officer of the Bank

Name and designation of the officer

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

SECTION - XVI
CONTRACT FORM - A
CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL
RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

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

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier

2. Purchaser's TE document No_____ Dated_____ and subsequent Amendment No_____ dated_____ (if any), issued by the purchaser
3. Supplier's Tender No_____ dated_____ and subsequent communication(s) No_____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract.
 - i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) Purchaser's Notification of Award

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

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

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

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

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

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

2. Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

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

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

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

3. Warranty clause

4. Payment terms

5. Paying authority

(Signature, name and address

**of the Purchaser's/Consignee's authorised official)
For and on behalf of**

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

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

Annual CM Contract No

Dated:

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

And

Name & Address of the Supplier)

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

In continuation to the above referred contract

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

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

Total value (in figure) _____ (In words)

b) The CMC commence from the date of expiry of all obligations under Warranty i.e from _____ date of expiry of Warranty) and will expire on _____ (Date of Expiry of CMC)

C. The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts___&___ and Turnkey (if any).

D. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

E. During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

F. All software updates should be provided free of cost during CMC.

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

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION - XVII CONSIGNEE
RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with
telephone No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____

- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of
Authorized Representative of
Consignee : _____
- 8) Signature of Authorized
Representative of Consignee with
date : _____
- 9) Seal of the Consignee : _____

SECTION - XVIII
Proforma of Final Acceptance Certificate by the Consignee

No ____
Date _____

To
M/s _____

Subject: Certificate of commissioning of equipment/plant

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

- a. Contract No. _____ Dated _____
- b. Description of the equipment(s)/plants _____
- c.) Equipment(s)/ plant(s) nos _____
- d. Quantity _____
- e. Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____
- f. Name of the vessel/Transporters _____
- g. Name of the Consignee _____
- h. Date of commissioning and proving test _____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

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

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

contract is

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

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

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

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

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

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

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

SECTION – XIX
AFFIDAVIT/UNDERTAKING

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

Date:

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

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

SECTION – XX
CHECKLIST

Name of Tenderer:
Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			

b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
Sl N	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
5. a.	Have you submitted satisfactory performance certificate/ Installation Reports as per the Proforma for			
b.	Have you submitted copy of the order(s) and end user certificate/ Installation			
Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income			
10.	Have you intimated the name an full address of your Banker (s) along with your Account Number			

1 1.	Have you fully accepted payment terms as per TE document?			
1 2.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			
18.	Have you enclosed the Affidavit as per Section XIX of the TE Document?			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section - XXI Consignee List

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

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

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.

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

duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

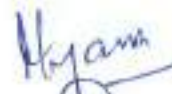
A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department of Industrial Policy and Promotion—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DIPP)—Member-Convenor

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

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