

INDIAN INSTITUTE OF TECHNOLOGY (IIT)

KHARAGPUR

**GLOBAL e- TENDER ENQUIRY
DOCUMENT**

FOR

Supply, Installation, Testing & Commissioning of Integration and Data Management System for Modular Operation Theatres for Indian Institute Of Technology (IIT), Kharagpur.

VOLUME-I

DECEMBER 2017



HSCC (INDIA) LTD.

(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)

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Tender No. HSCC/SES/IOT/IIT-Kharagpur/2017

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SECTION I**INDIAN INSTITUTE OF TECHNOLOGY****KHARAGPUR****NOTICE INVITING e-Tender (Global)****Dated 04.01.2018**

Online Bids are invited on behalf of Director-IIT Kharagpur from eligible contractors/firms for the following works:

Tender No.	Name & description of work	Completion period of work (in months)	Estimated cost (in Rs.)	Bid Security (in Rs.)	Last date to fill/upload the tender through e-tendering
HSCC/SES/IOT/IIT-Kharagpur/2017	Supply, Installation, Testing & Commissioning of Integration and Data Management System for Modular Operation Theatre at Indian Institute of Technology (IIT), Kharagpur.	4 calendar months	4.68 Cr	936000/-	12.02.2018 up to 14.30 hrs. & opening at 15.00 hrs.

The bid document is available online from 08.01.2018. For submission & other tender details, please refer detailed NIT on HSCC e-tender portal <http://www.tenderwizard.com/HSCC>.

IIT Kharagpur/HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

Prospective bidders are advised to regularly scan through HSCC e-tender portal <http://www.tenderwizard.com/HSCC> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Chief General Manager, HSCC (I) Ltd.
For & on behalf of Director, IIT Kharagpur

INDIAN INSTITUTE OF TECHNOLOGY**KHARAGPUR****HSCC/SES/IOT/IIT-Kharagpur/2017****Dated 04.01.2018****Detailed tender information**

Online Bids are invited on behalf of Director-IIT Kharagpur from eligible contractors/firms for the following works:

Name & description of work	Completion period of work (in months)	Estimated cost (in Rs.)	Bid Security (in Rs.)	Last date to fill/upload the tender through e-tendering	Opening date and time through e-Tendering
Supply, Installation, Testing & Commissioning of Integration and Data Management System for Modular Operation Theatres at Indian Institute of Technology (IIT), Kharagpur.	4 (Four)	4.68 Cr	936000/-	Up to 14.30 Hrs on 12.02.2018	At 15:00 Hrs on 12.02.2018

The bidder would be required to register at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from 08.01.2018. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. The bidders are required to submit (a) Original non refundable Demand Draft of Rs.3,000/- (Rs. Three Thousand only) as cost of tender document , in favour of “ *HSCC India Limited* “ payable at Noida/Delhi (b) Original bid security in Performa for bid security bank guarantee, as per Section XV /Original DD in favour of HSCC (I) Ltd. to the office of Chief General Manager , HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin 201301, before date and time fixed for opening of bid either by registered post or by hand failing which the bid will be declared non-responsive.

Complete set of Tender Documents has been made available at e-tender portal <http://www.tenderwizard.com/HSCC>.

Interested applicant contractors/firms may like to attend the pre bid meeting which will be held at 15:00 hrs at HSCC INDIA LTD., Corporate Office , Noida on 18.01.2018.

IIT Kharagpur/HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

Prospective bidders are advised to regularly scan through HSCC e-tender portal <http://www.tenderwizard.com/HSCC> and HSCC website www.hsccltd.co.in as corrigendum/amendments etc., if any, will be notified on this portal and HSCC website only and separate advertisement will not be made for this.

Chief General Manager , HSCC (I) Ltd.
For & on behalf of Director , IIT-Kharagpur, New Delhi

DISCLAIMER

This document has been prepared by HSCC, on behalf of Director, Indian Institute of Technology (IIT), Kharagpur. The information is provided to prospective Bidders, who are interested to Bid for Supply, Installation, Testing & Commissioning of Integration and Data Management System for Modular Operation Theatres at Indian Institute of Technology (IIT), Kharagpur. This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party. The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While HSCC have taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Further IIT Kharagpur/HSCC do not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein. IIT- Kharagpur reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent. No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

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GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. Definitions and Abbreviations

A. PREAMBLE

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 Indian Institute of Technology (IIT), Kharagpur.
- (ii) “e-Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “e-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 articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (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 the IIT, Kharagpur)/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (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) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xxxi) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
- (xxxii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxiii) "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, *inter alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read

and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

➤	Section II	– General Instructions to Tenderers (GIT)
➤	Section III	– Special Instructions to Tenderers (SIT)
➤	Section IV	– General Conditions of Contract (GCC)
➤	Section V	– Special Conditions of Contract (SCC)
➤	Section VI	– List of Requirements
➤	Section VII	– Technical Specifications
➤	Section VIII	– Quality Control Requirements

- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer's Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List

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 writing by registered/speed post or by fax/telex/e-mail, to all prospective tenderers, who have received the TE documents and will be binding on them.
- 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. **The purchaser will respond in writing to such request provided the same is received by the purchaser ON OR BEFORE THE PRE BID MEETING (unless otherwise specified in the SIT). Representation sent after the pre bid meeting date will not be taken into cognizance.**

C. PREPARATION OF TENDERS

11. The tender shall be submitted online **ONLY EXCEPT TENDER FEE & EMD** (in physical form) as mentioned below:
- (i) Technical Bid (Consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate etc.) . Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.
 - (ii) Price Bid (To be filled up in the Proforma , & attach separately under PRICE BID .

DO NOT 'S

Bidders are requested **NOT** to submit the hard copy of Financial Bid along with the physical form of tender. In case the hard copy of financial 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) Technical Tender (Un priced Tender)

All Technical details (eg. Eligibility Criterias requested (as mentioned below)) should be attached in C-Folder of e-tendering module , failing which the tender stands invalid & REJECTED.

Bidders shall furnish the following information along with technical tender (in pdf format):

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form.
- 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.
- viii) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation.
- x) Checklist.
- xi) Cost of tender document should be payable by DD / pay order. Cheque will not be accepted.
- xii) Self Attested copies of VAT registration certificate and PAN Card.
- xiii) Non conviction / no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiv) Self Attested copies of quality certificates i.e US FDA / CE Certificate issued by competent authority, if applicable.
- xv) Documentary evidence stating the status of bidder.
- xvi) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvii) Self attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xix) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xx) A self-declaration on Rs 10/ Non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State / Central / other Institute in India).
- xxiii) **Product catalogues / original Data Sheet must be enclosed of all quoted items.**

B) Price Tender:

1. Prices are to be quoted in the attached Price Bid format online on e-tender portal & apply digital signature certificate. **While uploading the price the tenderer has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.**
2. The price should be quoted for the accounting unit indicated in the e-tender document.

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.

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 Tender sent by fax/telex/cable/electronically shall be ignored.
12. **Tender currencies**
 - 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
 - 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
 - 12.3 Tenders, where prices are quoted in any other currency 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.
The bidders have to quote for all the schedules while quoting. The purchaser will have the right to award the work to any site as per the eligibility and to the best benefit of the exchequer.
- 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. All sundry equipments, fittings, units assemblies, accessories, hardware items, foundation bolts,

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

- 13.3 The 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. Detailed breakup of the prices for the main equipment and accessories/optional items must be provided separately, item wise in the same serial order as listed in the technical bid.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 6 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 rates quoted by the tenderer, shall be firm and fixed and inclusive of all taxes including GST, work contract taxes , custom central duties and levies and all charges for packing forwarding, insurance , freight and delivery , installation , testing commissioning etc at site i/c temporary construction of storage , risk, overhead charges general liabilities/ obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work. Octroi duty shall be paid separately but the department on demand can furnish octroi exemption certificate. However the department is not liable to reimburse the octroi duty in case the concerned authorities do not honour exemption certificate.; and
 - g) 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 6 months

beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;

- d) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- e) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule
- g) The running, operation and maintenance charges during warranty after installation.

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 Excise Duty:

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

13.5.3 Sales Tax/GST:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the

date of receipt of request from the supplier.

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

13.5.5 Customs Duty:

The Purchaser will pay the Customs duty wherever applicable.

- 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 Foreign tenderer should engage 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) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
 - e) Principal/ manufacturer's original proforma invoice with the price id

15. Firm Price

Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price and total price. Item wise price will remain fixed. However actual payment will be based on final measurement.

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

16.2 Deleted.

16.3 **If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. It may also be noted that Principal OEM cannot authorize more than one agent for a particular product in a particular tender.**

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
- b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
- d) in case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

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

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

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

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 Deleted
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque and
 - iii) Bank Guarantee
- 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. 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 180 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a

holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

Deleted

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tender shall be submitted online only.

- (i) Pre-qualification and Technical compliance as per following documents (**ONLY Online submissions for all the documents.**)
 - 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) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc
 - d) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
 - e) Copy of PAN.
 - f) Certificate of Incorporation/Declaration being a proprietary firm.
 - g) Abridged Annual report of last 05 years (Balance sheet and Profit & Loss Account) in pdf format.
 - h) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
 - i) Quality Control Requirements as per Section VIII
 - j) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
 - k) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
 - l) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
 - m) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
 - n) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.

(ii) **PRICE BID (ONLY ONLINE).**

1. The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
2. Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance / reputed central / state government hospitals should be uploaded in pdf form for price reasonability.
3. The bidder should submit the original proforma invoice from the foreign manufacturer along with the price bid.
4. The bidder should not quote in Indian Rupees any foreign products, which are not already imported at the time of submitting the tender. Price bid in INR, if the product is not imported in India will not be considered and will be ignored.

23. Late Tender

- 23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

- 25.3 Two - Tender system as mentioned in Para 21.6 above will be as follows. 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.

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 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot

subsequently be made responsive by the Tenderer by correction of the nonconformity.

- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
 - (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 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.
 - (vii) Deleted
 - (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.
 - (xiii) Tenderer has not agreed for the delivery terms and delivery schedule.

Violation of any of the conditions mentioned in GIT Clause 22.1 (i - l, m, & n) and 22.1(ii - 3 & 4) will make the bid non-responsive.

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 may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, 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 'Price Tender' opening.

33. Schedule-wise Evaluation

33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

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 Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

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

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

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

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

35.3 Deleted

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

- 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 or on the basis of least cost to the purchaser.

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

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within 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 XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered /

speed post. **The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per price quote) within 21 days from the date of NOA.**

- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.
- 43. Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/Consignee:**
- 43.1 Failure of the successful tenderer in providing performance security, Proforma Invoice 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 anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

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

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

SUBMISSION OF e-TENDERS

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- (ii) Except Tender Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF 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 Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.
- (v) The file name of price bid should match the file of the price bid format uploaded by the purchaser in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the event is in **Display Mode**.

SECTION - IV**GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES**

Sl. No.	Topic
1	Application
2	Use of contract documents and information
3	Patent Rights
4	Country of Origin
5	Performance Security
6	Technical Specifications and Standards
7	Packing and Marking
8	Inspection, Testing and Quality Control
9	Terms of Delivery
10	Transportation of Goods
11	Insurance
12	Spare parts
13	Incidental services
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods
15	Warranty
16	Assignment
17	Sub Contracts
18	Modification of contract
19	Prices
20	Taxes and Duties
21	Terms and mode of Payment
22	Delivery
23	Liquidated Damages
24	Termination for default
25	Termination for insolvency
26	Force Majeure
27	Termination for convenience
28	Governing language
29	Notices
30	Resolution of disputes
31	Applicable Law
32	Withholding and Lien
33	General/Miscellaneous Clauses

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

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, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

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

5. Performance Security

- 5.1 Within thirty (30) 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.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, 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.

7. Packing and Marking

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

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

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number

- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

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

- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 Following delivery of the items the joint inspection by HSCC and respective IIT Kharagpur at site will be carried out to verify the quantity and quality of goods.**

9. Terms of Delivery

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

10. Transportation of Goods

- 10.1 Instructions for transportation of 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 6 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 6 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 6 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

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
 - v) Running, operation and maintenance of goods supplied

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

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

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

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

arrangement

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Certificate of origin;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) 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) 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

The supplier is to assure uninterrupted service without compromising OT

15.1 Complete system including labour & spares should have comprehensive onsite warranty for one years; commencing from the date of issue of installation certificate by the institute. Post guarantee annual comprehensive maintenance contract (CMC) to cover main equipment/ civil construction including all accessories supplied with the unit should be quoted separately for additional five years with year wise break up. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The price comparison shall be made taking into account on basic price and post warranty CMC.

- Incremental Cost (if any) for, up gradation, if required, should form part of the contract for the Warranty and Post Warranty period.

The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire turnkey system being offered, at short notice during the warranty and post warranty period. **The technical maintenance personnel of the supplier responsible for**

supervision and maintenance shall be available to reach the site(s) within 1 hour's notice.

- If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
- All faults appearing and their rectification shall be periodically advised to the hospital, the period being not more than a month.
- Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
- The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.
- 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.
- a. The **warranty** shall remain valid for 12 months from the date of installation & commissioning with a regular up gradation of newer technology as and when evolved 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.
- b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- c. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work

No conditional warranty will be acceptable.

- a. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
 - All kinds of painting, civil, HVAC and electrical work
 - b. Replacement and repair will be under taken for the defective goods.
 - c. 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 till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and 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.
- 15.11 The supplier has to run, maintain the Integration system for 5 years from the date of installation. The detailed scope of work is attached with the technical specification.

16. Assignment

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

17. Sub Contracts

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

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of despatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) On delivery:

Seventy (70%) payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Manufacturers warranty certificate

b) Twenty (20%) payment of the delivered goods price shall be paid on installation and commissioning upon submission of following document:-

Installation and commissioning certificate in original issued by the consignee

c) On Acceptance:

Balance Ten (10%) payment of the delivered goods value would be made against 'Final Acceptance Certificate'(FAC) as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

- d)** Payment of Other services, installation commissioning charges:- Payment of other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee.

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:

Seventy (70)% 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) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VARITUS and TUV prior to despatch.

- b)** Twenty (20)% 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 the following document

i) Installation and commission certificate issued by the end user**c) On Acceptance:**

Balance payment of 10% of net CIP price of goods would be made against 'Final Acceptance Certificate'(FAC) as per Section XVIII 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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

- d) 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.

e) Payment of Indian Agency Commission:

Indian Agency commission will be Page 40 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 bidder/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 of Running, Maintenance and Operation for initial five year period after installation:- Payment for running maintenance and operation will be paid quarterly within 7th day of the first month of the following quarter, by the respective institute / consignee on the basis of satisfactory performance certificate issued by the end user.

E) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract.

The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract valid till 2 months after expiry of entire CMC period.

21.2 The supplier shall not claim any interest on payments under the contract.

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.4 Deleted

21.5 The payment of CMC shall be made in Indian Rupees.

21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.

21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.8 While claiming reimbursement of duties, taxes etc. (like 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 Final Acceptance Certificate duly receipted by the consignee or any communication from the purchaser or the consignee

about non-receipt, shortage or defects in the goods supplied. I/We ____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (ii) 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, interalia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense

related to such supply shall lie against the purchaser.

22.6 Passing of Property:

- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

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

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

24. Termination for default

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

25. Termination for insolvency

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

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 -) 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 the Director (IIT, Kharagpur). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

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

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

33. General/ Miscellaneous Clauses

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material

change would impact on performance of its obligations under this Contract.

- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 33.8 Preference to Make in India : As per the order issued by Department of Industrial Policy and promotion (DIPP) vide No. P- 45021/2/2017 – BE –II dated 15.06.2017 ; the purchase reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix – A which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of ‘local supplier’ is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without such preference mentioned in the DIPP order dated 15.06.2017.
- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self – certification that the item offered meet the minimum local content and shall give details of the location(s) at which local value addition is made .
 - b. In case of procurement for a value in excess of Rs. 10.0 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 practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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.

The warranty conditions will be as mentioned in the list of requirement as per section VI of the tender enquiry.

SECTION - VI

LIST OF REQUIREMENTS

Part -I

Sch No.	Equipment Name	Consignee Name	Total Qty	Warranty required
1	Integration and Data Management System for Modular Operation Theatre	IIT Kharagpur	9	1 year

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

120 days from date of Notification of Award to delivery, installation and commissioning at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period). 120 days is inclusive of installation and commissioning.

b) For Imported goods directly from foreign:

120 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Tenderers may quote the earliest delivery period). 120 days is inclusive of installation and commissioning.

The complete delivery, installation and commissioning has to be completed within 120 days

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

Note: Deleted

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Five (5) persons from IIT Kharagpur need to be trained for Integration and Data Management System for MOT.

Part IV:

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

Part V:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 12 months from the date of installation, commissioning and acceptance or 18 months from the date of last shipment/dispatch, whichever is earlier.

Part VI:

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above.

Part VII:

Required Terms of Delivery and Destination.

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

At Consignee Site(s)

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

The shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XIX. - Deleted

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 6 months beyond date of delivery.

Destination/Consignee details are given in Section XXI

Section – VII Technical Specifications

- Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.
- Note 2:** General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.
- Note 3:** Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel onsite for a minimum period of 1 month

All software updates should be provided free of cost during warranty period and CMC period

Note 4: DISMANTLING AND DEMOLISHING

Providing all tools, tackles, manpower for demolishing /dismantling, alteration/ addition for lime concrete, cement concrete, R.C.C, R.B work, precast concrete or stone slabs in walls, partition walls , stone rubble masonry, dressed stone work, ashlar face stone work, marble work or precast concrete work, dismantling doors, windows and clerestory window (steel or wood) shutter including chowkhats, architrave, holdfasts etc. CI or asbestos rain water pipes of any diameter with fittings and clamps, dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, taking out doors, windows and clerestory window shutters (steel or wood), wood work in frames, trusses, purlins and rafters, dismantling steel work in single sections including dismembering and stacking, dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc., old plaster or skirting raking out joints and cleaning the surface for plaster, dismantling of R.C.C. spun vent shaft including excavating the cement concrete pit completely, taking out the shaft, refiling the excavated gap, stacking the useful materials near the site extra for cutting reinforcement bars, Dismantling aluminium/ Gypsum partitions doors, windows, fixed glazing and false ceiling including disposal of unserviceable surplus material and stacking of serviceable material within 1000 meters lead and any other work as directed by engineer-in-charge.

Disposal of building rubbish/ malba/ similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge.

TECHNICAL SPECIFICATION OF INTEGRATION AND DATA MANAGEMENT SYSTEM FOR OT

Scope of Works : Complete plan, design, supply construction, testing and commissioning of **Integration and data management system for Modular Operating Theatre** in accordance with the specifications, bill of quantities

The above works should also entail necessary Turnkey works including providing of free spare parts and service during warranty and CMC period.

- **Integration of OT equipment inside OT**
- **Integration OT to OT**
- **Integration of OT with seminar hall/Class Room & Consultant room and outside hospital through bidirectional audio and video system. AV system comprising of different cameras and output devices will also be integrated with VC system.**
- **Recording system.**

Detail features of integration are as under:

1. DIGITAL DISPLAY MONITOR

- 1.1 Should have 2 nos. monitors 26"-32".
- 1.2 Monitors should be high-definition medical graded flat panel LED color screen
- 1.3 Monitor 1 should be mounted on a boom arm ceiling suspended spring arm, Monitor 2 shall be placed on surgical pendant, prewired with fiber optic cables and video cables.

Both Monitors on boom arm will enable greater movement and placement of the Monitors in the line of sight of Surgeon and Assistants and will improve viewing capability and ergonomics of the OT.

2. AUDIO-VISUAL COMMUNICATION SYSTEM

- 2.1 The operating rooms should be connected to the Conference room for video conferencing and live transmissions. Fibre Optic cable should be laid accordingly.
- 2.2 Audio – Video system comprising of Room camera, Endoscopy camera, Overhead camera, Archiving System, Auxiliary devices like C-Arm, video Microscope, Mobile ultrasound etc and output devices shall be integrated with VC system. VC should be compatible to the audio video system and output devices. Also the signal compatibility with the integration system is mandatory.

The Audio/Video Router system should have the minimum following outputs. The router should be having 12x12 Digital and upgradable to 18x18 (DVI-I) with open architecture and upgradable to future input / output requirements. The routing system should be able to integrate HD signal (e.g. Room Camera) inside OT.

S. No.	I/P (Source)	Signal Type	Output (Destination)
1.	Endoscopic Camera	DVI/HD-SDI	DVI Monitor -1
2.	In-Light Camera	DVI	Monitor -2
3.	Room Camera	HD DVI(No upgrade card should be used) Native resolution of camera 1080p	Conference Room
4.	C-Arm	DVI	Monitor – 3
5.	Navigation System	DVI	Archiving System
6.	Microscope	DVI	Monitor -I
7.	Patient vital sign	DVI/VGA	Spare
8.	Archiving System-1	DVI	Spare
9.	Free for Future Use	DVI	Spare
10.	Free for Future Use	DVI	Spare
11.	Archiving System-II	DVI	Spare
12.	Conferencing Solution (Polycom)	DVI	Spare

The routing system should allow selection of multiple views for simultaneous transmission in QUAD or PIP format. PACS dedicated PC has to be provided in each OT for suitable system to receive and transmit the PACS from OT.

Two loudspeakers shall be installed within the Operating room. 3-Channel Loudspeaker with Digital volume control and Audio mixer and Audio equalizer should be installed at a most suitable place. Wired speaker should be offered.

A pair of high quality echo cancellation active loudspeakers shall be installed within the Operating room along with wireless Mic. Suitable HD-SDI/ Fiber cable material and a patch panel should be offered as per the position of the Loudspeaker. The system should be independent of the Video Conferencing system and Hospital LAN/ IP. It should not use the CODEC of the video conferencing system.

The surgeon and his team should be able to do Bi-Directional Audio/Video communication from OT to Conference Room.

An HD 1080P (Mobile/stationery) Video Conferencing system along with wireless head wearing Microphone and speaker and amplifier system in OT should be offered for external

communication from operating room in the Operation Room Complex. The system should be able to transfer high quality real time images and audio signals from multipoint at a minimum speed of 6-7 Mbps. The system should be compatible to both NTSC and PAL system with resolution up to XGA for transmission over the ISDN lines or IP Service. The conferencing system should be controlled via the touch screen of the integration system/ Remote Control of the Video Conferencing system from the OT. Suitable Number / Sets of Transmitters, Receivers and Cables, connectors and accessories should be offered as per the requirement.

Full High definition (1080p) Video Conferencing system should be integrated with head wearing microphones of the surgeon along with amplifier - speaker of the OT for Audio from the far-site.

Static IP along with LAN network in the OT & seminar hall will be provided by the contractor.

Dedicated one number of Full High Definition Video Conferencing system shall be deployed in the seminar hall and outside hospital and outside country by the contractor.

All the necessary Audio cable, speaker cable both within Operation Theatre & outside, which is necessary for Bi-directional Audio communication between OT & Seminar Hall and outside hospital and outside country shall be within the scope of the bidder

A telephone system shall be connected to the system and shall allow the surgeon or his assistant to make telephone calls by Dialling from the touch screen. The telephone system should be controlled via the central control panel. For conference calling, VC shall be used. An In-ear system is equipped with the Surgeon Control panel (To be provided by the MOT contractor) of the MOT to allow the caller to make discrete telephone conversation. Wireless Head wearing microphone shall be used with Full High Definition Video Conferencing and speaker/amplifier shall be used for play back of any audio sources inside the OT

Two way communication of Audio & Video should be done from OT to OT. Two way communication of Audio should be possible from change room of Resident, Sister faculty and sister incharge room.

3 CENTRAL CONTROL SYSTEM

- 3.1 Medical grade touch screen or tablet (19"-22") for controlling the AV communication, documentation and review/preview of Live images and video sequences from the OT (eg. Images from C-arm, endoscope, OR light camera and Microscope).
- 3.2 Should have provision to record the images and video sequences from OT.
- 3.3 The Full High-Definition Dual channel Digital Documentation System for parallel recording of videos/stills from two Video sources should be a high-end computer system based on Windows embedded platform (for security purposes) designed specifically for recording, managing, and archiving surgical images and video in native full HD resolution. The captured full high-definition images & videos can be accessed from the hard drive for printing or saving onto multiple forms of external media which includes

CD/DVD, USB Flash Drive & Hospital network It should be able to preview and simultaneously record views from two video sources parallel and archive as single patient file.

Patient and image data should be able to call up and distributed to required monitors in the operating room.

- 3.4 The system should be capable to route any running high-definition surgical videos, which is being recorded in it, onto any display device in an operating room.
- 3.5 It should have at least 2 TB or more internal Hard Disk Drive (HDD) for in-system archiving. Also, it should have a feature of real time in-procedure DVD burning besides at-the-end procedure DVD burning. 500 GB internal storage and 2 TB external storage HDD for archiving. Compatibility to Network attached Storage (NAS) in the specs. for more storage of huge data. The recorder should have one output each for DVI, HD-SDI, Composite Video & S-video for routing the image if required. The recorder should have two inputs of DVI, HD-SDI, Composite video & S-video inputs for recording from various sources on 2 channels.
- 3.6 WHO surgical safety check list should be provided

4 HIGH DEFINITION MONITOR FOR IMAGE DATA MANAGEMENT SYSTEM

- 4.1 Should have individual high definition medical grade 42"-46" or more wall mounted LED monitor, wall mounted (**to display images from PACS**). The positioning of the monitor is flexible and shall be decided at the time of finalization of layout for construction of Modular OT.
- 4.2 Patient and image data should be able to call up and distributed to required monitors in the operating room

5 CAMERA (PTZ) INSIDE OT'S

- 5.1 The bidder should install the room camera inside OTs
- 5.2 It should have high speed 100 degree per sec for Pan angle, 90 deg per sec for tilt angle and 18X optical, 12X digital for zoom with power supply and reliable strong mounting assembly.
- 5.3 It should be integrated to the central control system. and it should be controlled via touch screen of integrated system
- 5.4 It should be high speed cameras, with pan tilt with power supply and reliable strong mounting assembly.

6. IN ADDITION TO THE ABOVE, FOLLOWING TURNKEY WORKS FOR INSTALLATION AND COMMISSIONING OF MODULAR OT ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR :

- The turnkey work includes all modifications to the built up space provided at the hospital site including civil modifications, electrical works, all cable trenches and railings wherever required, interior decoration, air conditioning duct and other related works of the integration of OT required for the smooth and efficient functioning of the centre. These works shall comply with all relevant safety and standards guidelines. The vendor is fully responsible for installation and commissioning of all equipment mentioned in the tender. Bidders are strongly advised to visit the site for assessment before the submission of tender offer. Demolishing, re-constructing, repainting and replacement Any demolition , reconstruction, necessary anti-microbial painting, replacement to provide complete integration of modular OT
- Providing and fitting of all video cables for the integration and data management works for the OT.

In addition to the above mentioned equipment/appliances, if the contractor thinks it necessary to include any other equipment/appliances, accessories etc. for the integration of OT then that may be provided and any other necessary work required for satisfactory working of the integration of Modular OT and not mentioned

The sizes are approximate. Minor variations in sizes shall be acceptable subject to prior approval of the Engineer.

Note: All electrical accessories like cable wire, electrical outlets, switches etc supplied by the contractor should be fire proof of reputed make, certified for electrical safety.

- **Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of HSCC.**
- **The contractor should provide test certificate for all material used for integration of Modular OT**
- **The contractor should prepare and submit layout plans and Data Flow chart for integration of Modular OTs, Electrical Wiring and network, to HSCC for approval before beginning of supply and installation and As-built drawing after installation.**
- **The contractor shall be responsible for the complete works including submission of working drawing and walk through view.**
- **The contractor should provide complete Operation Manual/Equipment &parts manual/Service manuals for all systems and subsystems.**
- **The contractor shall bear the cost of Final electrical safety test, system test and calibration to be done by authorized person with test instruments.**
- **Training for 7 working days should be provided by the contractor.**

- **Third party quality certification of the integration items from SGS/TUV(sud)/Lloyds/Bureau Veritas should be submitted by the contractor with contract No (Contract No. in the third party certificate should be mentioned).**

BILL OF QUANTITY (Prices NOT TO BE FILLED HERE)						
Package - Plan, design, Supply, installation, testing & commissioning of INTEGRATION AND DATA MANAGEMENT SYSTEM FOR OT on turnkey basis including 1 year Defect Liability Period						
PART-I						
Item No.	Description 2	Unit 3	Qty 4	RATE IN FIG in Rs 5	RATE IN WORDS in Rupees 6	AMOUNT in Rs. 7
1.0	DIGITAL DISPLAY MONITOR 26"- 32" Full HD Flat Panel Medical grade LED Complete with all accessories as per technical specification	Nos	18			
2.0	AUDIO-VISUAL COMMUNICATION SYSTEM Complete with all accessories as per technical specification	Nos	9			
3.0	CENTRAL CONTROL SYSTEM 19"-22" Full HD Flat panel LED Complete with all accessories as per technical specification	Nos	9			
4.0	FULL HIGH DEFINITION MEDICAL GRADE MONITOR 42"-46"OR MORE LED FOR IMAGE DATA MANAGEMENT SYSTEM Complete with all accessories as per technical specification	Nos	9			
5.0	CAMERA (PTZ) INSIDE OT'S Complete with all accessories as per technical specification	Nos	9			
6.0	TURNKEY WORKS Complete with all accessories as per technical specification	Lot	9			
					SUB TOTAL Rs.	

Item No 1	Description 2	Unit 3	Qty 4	AMOUNT in Rs. 7
	Comprehensive Maintenance Charges for the complete INTEGRATION AND DATA MANAGEMENT SYSTEM FOR OT appliances including spares, repair or replacement of defective equipments/parts, tools, tackles, accessories, consumables, labour charges etc. complete in all respect after completion of one year DLP as per the contract.			
	1st Year	Job	1	
	2nd Year	Job	1	
	3rd Year	Job	1	
	4th Year	Job	1	
	5 th Year	Job	1	
	SUB TOTAL Rs.			
	SUMMARY OF RATES QUOTED			
	TOTAL (PART-I)			
	TOTAL (PART-II)			
	Grand Total Amount (PART - I + PART - II) (in Figures) :-			

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) One year Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) from the date of installation, commissioning and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

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

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee.

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 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.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey:

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

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

The Turnkey Work should completely comply with AERB requirement, wherever applicable.

Section – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number

- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. . type test
 - b. . BIS/ISO certification
 - c. . any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

1.0 PRE-QUALIFICATION CRITERIA:

1.1 Pre-Qualification will be based on meeting all the minimum criteria for pre-qualification and other qualification criteria regarding the Applicant's work experience, personnel and equipment capabilities and financial position as demonstrated by the Applicant's responses in the forms attached to the Letter of Application.

1.1.2. **Status:** The Bidder should be a Manufacturer or its authorized Agent.

1.2.1 The Applicant or its Principle/Manufacturer should meet the following minimum criteria for Pre-Qualification :

- (i) Average annual financial turnover during the last three consecutive financial years [2014-2015, 2015-2016, 2016-2017] should be at least 30% of the estimated cost.
- (ii) Experience of having successfully completed similar work by the **bidder or its principle** during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following :

Three similar* completed works in India/Abroad costing not less than the amount equal to 40% of the estimated cost.

or

Two similar* completed works in India/Abroad costing not less than the amount equal to 50% of the estimated cost.

or

One similar* completed work in India/Abroad costing not less than the amount equal to 80% of the estimated cost.

In case of assignments completed abroad, the firm is required to submit completion certificate duly authenticated/ verified by the Indian mission/ embassy of the said place/ country.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.

Indian Agent quoting on behalf of principal firm/manufacturer in addition to above mentioned principles/bidder performance should have completed one similar work not less than the amount equal to 10% to the estimated cost with in India.

***Similar nature of works means supply, installation, testing & commissioning of Integration and Data Management System for Modular Operation Theatres.**

A Certificate from client for completion of work(s) must be submitted along with application. Own works/ Certification of agencies shall not be considered for prequalification.

- (iii) A solvency certificate from Applicant's bank (Nationalized/ Scheduled) that Applicant is solvent for the sum of 30% of the estimated cost.
- (iv) The Company should have positive Net Worth and should not have incurred loss in more than Two years in last Five years ending 31st March 2017 duly certified by the Chartered Account.

2 **Office in India:- The bidder must have office/offices in India at the time of submitting bid. Proof of having office in India must be submitted along with the bid.** If the contract is awarded ,the bidder should submit an under taking in a non judicial stamp paper duly notarised that they will continue operation in India during the post installation period of at least 10 years to ensure required standard of service delivery with respect to warranty, operations and maintenance of the equipments supplied and installed.

3.0. **Financial Status:** Eligible Bidders should not have incurred any loss in more than 2 years during the last five years ending 31st March 2017. Audited Profit & Loss account and Balance Sheet (duly notarized copies) for the immediate last five consecutive financial years should be submitted along with the bid.

4.0 **Manufacturer Authorization:** Eligible bidders should submit a mandatory letter of authority from the Foreign Principal / Manufacturer, mentioning country of origin with name of manufacturing company for major/imported products quoted by them.

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

MOT INTEGRATION

1. AUDIO-VISUAL COMMUNICATION SYSTEM
2. CENTRAL CONTROL SYSTEM

For all the other items, Manufacturer's Authorization as per Section XIV- B should be submitted.

12.10. Bid for Complete Schedule/Part Schedule: Bidder cannot choose to submit bid for part schedule/part sub schedule. If the bid is submitted for part schedule/sub schedule, the same will be termed as non- responsive. A bidder intending to get qualified and be considered for award of work for more than one schedule , will be required to meet the above qualification criteria on cumulative basis related to experience as well as financials, for such number of schedules.

Least Cost Method: - Least cost method to the purchaser means award of work that has least cost to the purchaser.

Notes:

In support of 1.2.1 &3.0, the bidder shall furnish Performance statement in the enclosed Proforma 'A'.

The bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly endorsed by country embassy with counter endorsement of Indian embassy in the country of origin, alongwith the tender .

1. The bidder shall furnish a brief write-up, along 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.
2. 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.
3. 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.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last seven years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

Section – X TENDER FORM

Date _____

To _____

HSCC (India) Ltd.,**E-6 (A), Sector -1,****Noida - 201301****Uttar Pradesh**

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including Amendment/corrigendum No....., dated.....(If any), the receipt of which is hereby confirmed. We now offer to supply and deliver_____ (*Description of goods and services*) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

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

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

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

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

(Signature with date)

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

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

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

Total Tender price in Rupees: _____

In words: _____

Note: -

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

Name _____
Business Address _____Place: _____ Signature of Tenderer _____
Date: _____ Seal of the Tenderer _____

SECTION – XI PRICE SCHEDULE**B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

1	2	3	4	5							6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)							Total price on CIP Port of destination of destination + Extended Insurance + local transportation and storage at consignee site) 4X 5 (h)
				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)	Custom Duty (d)	IGST (e)	Loading & unloading at name place/port of entry in India + local transportation and storage to the consignee site + Extended Insurance for a period including 6 months beyond date of delivery** (f)	Incidental Services (including installation, commissioning, supervision, demonstration & training) at consignee's site (g)	

** To be paid in Indian Currency (Rs.)

In case custom duty is not mentioned in the above format by the bidder, it will be presumed that the same is inclusive in the total price and nothing will be paid extra to the supplier on this account. The custom duty will be paid as described below.

Total Tender price in foreign currency: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

-
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
 3. The Tenderer will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition as per terms of DDP at Consignee's site as per INCOTERMS, if applicable
 4. Custom Duty & IGST applicable as per Item HSN Code will be added to CIP charges to arrive at Price at consignee site for evaluation purpose.
 5. Specify HSN Codes : ().

Indian Agency Commission - ___% of FOB/FCA.

Note : Reimbursement of Custom Duty : The Custom Duty amount as mentioned in the price schedule (converted in INR at the exchange rate mentioned in Bill of Entry will be compared with the actual total Custom Duty amount paid to custom department and the same will be reimbursed to the supplier as per the following:

- a). If the custom duty amount as mentioned in the price schedule is equal to the actual total custom duty amount levied by the custom department, the actual total custom duty amount levied by custom department shall prevail and reimbursed to the supplier in INR accordingly.
- b). If the custom duty 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 shall prevail and reimbursed to the supplier in INR accordingly.
- c). If the custom duty amount as mentioned in the price schedule is less than the actual total custom duty amount levied by the custom department, the custom duty amount as mentioned in the price schedule shall prevail and reimbursed to the supplier at exchange rate mentioned on Bill of Entry in INR accordingly.

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

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

1	2	3	4					5	6
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for Each Unit for 5 years (4a+4b+4c+4d+4e)	Annual Comprehensive Maintenance Contract Cost for 05 years
			1st	2nd	3rd	4th	5th		
			a	b	c	d	e		
	Integration and Data Management System for Modular Operation Theatres	9							

* After completion of Warranty period

NOTE:-

Place:

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. **“Whether service tax on CMC is inclusive or extra ,if extra, indicate the present rate.....”**.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.

Date: _____

Name _____
Business Address _____
Signature of Tenderer _____

Seal of the Tenderer__

D) PRICE SCHEDULE FOR TURNKEY/ OTHER SERVICES:-

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE CODE	Price (Rs.)

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:-
 - fails or refuses to furnish the performance security for the due performance of the contract or
 - fails or refuses to accept/execute the contract or
 - if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of 180 days from the date of tender opening and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
Name and designation of the officer

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

To be enclosed with Techno-Commercial Bid

ANNEXURE-A

BIDDER PARTICULARS

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

Telephone:

Telex : Fax

:

E-mail address :

Witness:

Signature

Name Address

Designation

Company Date

Company Seal

To be enclosed with Techno-Commercial Bid

ANNEXURE-B

UNDERTAKING

To,

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

Sir,

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

Signature and Seal

(In the capacity of)

Only Authorized to sign bid for and on behalf of

To be enclosed with Techno-Commercial Bid

ANNEXURE-C

BIDDER PROFILE

A. General Information:

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

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

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

Date.....

Signature and seal of bidder

SECTION – XIV-A

MANUFACTURER'S AUTHORISATION FORM

HSCC (I) Ltd.,
E-6 (A), Sector -1,
Noida -201301
Uttar Pradesh

Dear Sir,

Ref: Your TE document No _____ dated _____

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

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

(*please provide reason here*).

We 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.

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

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

Yours faithfully,

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

- Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original Letter may be sent. Photocopy not acceptable.

SECTION – XIV-B

MANUFACTURER'S AUTHORISATION FORM

HSCC (I) Ltd.,
E-6 (A), Sector -1,
Noida -201301
Uttar Pradesh

Dear Sir,

Ref: Your TE document No _____ dated _____

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

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

(*please provide reason here*).

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

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

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

Yours faithfully,

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

- Note: 1. *This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
2. *Original Letter may be sent. Photocopy not acceptable.*

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

HSCC (I) LTD,
E-6 (A), Sector-1,
Noida -201301
U.P.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

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

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

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

This guarantee shall be valid up to 2 Months after DLP from the date of Notification of Award i.e. up to ----- (indicate date).

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

.....
Name and designation of the officer

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

To be enclosed with Techno-Commercial

ANNEXURE

PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

To,
.....
.....
.....

Sub: Tender No.....

Dear Sir,

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

We the supplier hereby give a guarantee for the supply of all necessary spares demanded for the routine and emergency maintenance of being supplied by us to for a period of not less than 5 years after the warranty period of 1 year and life time spares thereafter in case asked for by the purchaser.

We further clarify that for the first years i.e. warranty period of 1 year, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and thereafter for the life time, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance.

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

Witness : (Name of manufacturers):

Signature and Seal:

(Signature) Name:

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

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

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

Contract No _____ dated _____

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

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) Purchaser's Notification of Award

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

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

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

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

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

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

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any

- 6. Warranty clause
- 7. Payment terms
- 8. Paying authority

**(Signature, name and address
of the Purchaser's/Consignee's authorised official)**
For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

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

Annual CM Contract No. _____ dated _____

Between _____

(Address of Head of Hospital (IIT,
Kharagpur) 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

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

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

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

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment 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.

-) 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 (IIT, KHARAGPUR) authorised official)

(Signature, name and address of Hospital (IIT, KHARAGPUR) 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 _____

ToM/s _____

Subject: Certificate of commissioning of equipment/plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
- b) He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the

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

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

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

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

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

(Signature)

(Name)

(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
ANNEXURES**

Annexure 1

DELETED

2. BILLS OF LADING

(i) C.I.F./C&F/TURNKEY SHIPMENTS

The Bills of lading should be drawn to indicate Shipper and 'Consignee' as under:

SHIPPER: The C.I.F (C&F)/TURNKEY SUPPLIERS concerned.

CONSIGNEE: As per consignee's particulars in the contract (The name and address of the 'Port Consignee' and 'Ultimate' both should be indicated).

(ii) F.O.R SHIPMENTS

The Bills of lading should be drawn to indicate shipper Consignee as under:

SHIPPER: The F.O.R suppliers Concerned

CONSIGNEE: Supplier's Indian Agent on order

Note:

1. Moreover the name of the 'Purchaser' and 'Ultimate' Consignee should appear in the body of the Bills of Lading as the 'Notify' or as a remark.
2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to The Shipping Co-ordination Officer, Ministry of surface Transport (Chartering Wing), New Delhi after the shipment of each consignment is effected.
3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used the cost of additional. Insurance, if any, shall be borne by the seller.

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 180 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?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			

No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
	Have you submitted copy of the order(s) and end user certificate? It is requested not to hide prices as the same will be required for establishing price reasonability. Provide latest purchase order copies issued by INI.			
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 180 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			

No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

N.B.

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

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the

**Tenderer)
For and on behalf of**

(Name, address and stamp of the tendering firm)

Section – XXI Consignee List

Medical Institutions	Contact Address.	AirPort	Sea Port
Indian Institute of Technology (IIT), Kharagpur	The Director, Indian Institute of Technology, Kharagpur, West Bengal	KOLKATA	KOLKATA DRY PORT

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

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

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

Now therefore the following Order is issued :

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

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

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

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

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

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

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

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

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

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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

..... Contd.p.4/-

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."

.....Contd.p.5/-

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

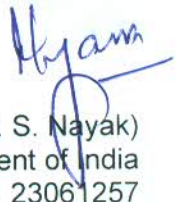
15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing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

.....Contd.p.6/-

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


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