

e-TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENT (RADIOLOGY) FOR
INSTITUTIONS GETTING UPGRADED UNDER PMSSY PHASE IV
FOR
GOVERNMENT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE
HITES/PCD/PMSSY-IV/16/GNS/2021-22

Through



HLL INFRA TECH SERVICES LIMITED

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

B-14 A, Sector-62, Noida-201 307

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SECTION I
NOTICE INVITING TENDERS (NIT)

Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) – Phase IV					
Tender Enquiry Document No: HITES/PCD/PMSSY-IV/16/GNS/2021-22 dated 20-07-2021					
Procurement & Consultancy Services Division of HLL INFRA TECH SERVICES LIMITED (a fully owned subsidiary of HLL Lifecare Limited, a Govt. of India Enterprise) for and on behalf of Ministry of Health and Family Welfare, Government of India invites e-tenders in two bid system (technical and price bid) from the reputed, eligible & qualified firms/ manufacturers for purchase/supply of following goods as per Consignee List in Section XIX.					
Sl. No.	Tender ID	Short Description of goods	QTY (Nos.)	Bid Security (EMD)	Tender Processing Fee (₹)**
1	2021_HLL_81944_1	Multipurpose OT Table	83	Bid Security declaration has to submitted by participating bidders as per SCC	8,850
2	2021_HLL_81944_2	Minor OT Table (Hydraulic)	6		1,180
3	2021_HLL_81944_3	OT light for Minor OT	6		2,360
4	2021_HLL_81944_4	Mobile Examination Light	15		590
5	2021_HLL_81944_5	Electro cautery system	32		3,540
6	2021_HLL_81944_6	Electro Surgical Unit with vessel sealing	57		5,900
7	2021_HLL_81944_7	Ultrasonic cutting & coagulation, advanced Radio frequency/ Bipolar energy system	6		3,540
8	2021_HLL_81944_8	Open Surgery Instruments (Set) for General Surgery	21		5,900
9	2021_HLL_81944_9	ETO sterilizer	5		3,540
10	2021_HLL_81944_10	Laparoscope Set	15		8,850
**Tender processing Fee is inclusive of GST (Our GSTIN:09AADCH4882R1ZP)					
Venue for:- ➤ Pre-bid video conference meeting with prospective bidders ➤ Submission of tender processing fee in physical form ➤ E-Tender Opening-Tech Tender			HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307		
Last date for submitting pre-bid query			28-07-2021 at 05:00 PM		
Date & Time of pre-bid meeting			30-07-2021 at 11:00 AM		
Last date and time of online submission of tender			17-08-2021 at 01:00 PM		
Date & time of online tender opening			18-08-2021 at 02:00 PM		
Last date and time of physical submission of Tender processing Fee, any other document specified in the Bidding Document			23-08-2021 at 02:00 PM		
Contact Details			Ph:0120-4071520/556 Email: pcd@hllhites.com (Commercial) bmenoida@hllhites.com (Technical)		

2. This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16th September 2020). Participating bidders need to submit relevant make in India authorization certificate.
3. Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.
4. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above.
5. Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations should be entertained after pre-bid meeting.
6. Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission.
For trouble shooting, problem in document uploading or any other help for CPP Portal, go to link below:
<https://etenders.gov.in/eprocure/app?page=FrontEndContactUs&service=page>.
7. Interested bidders are advised to download the complete Tender Enquiry document from the websites <https://etenders.gov.in/eprocure/app>, <http://hllhites.com/tenders> or <http://www.lifecarehll.com/tender> for complete details.
8. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPP website: <https://etenders.gov.in/eprocure/app> only. **No DEVIATION is acceptable.**
9. Bidders are advised to follow the instructions provided in the “Instructions for Online Bid Submission” in Clause 11 of GIT of Tender Enquiry Document.
10. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft/ Banker’s Cheque/ NEFT/ RTGS) in physical form in favour of ‘**HLL Infra Tech Services Limited**’ at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organisation.
11. Tender Processing Fee to be transferred by NEFT / RTGS should be credited to following bank account detail:
Name of the Beneficiary: HLL INFRA TECH SERVICES LIMITED
Bank Details: HDFC BANK LTD, NOIDA, UTTAR PRADESH
IFSC Code: HDFC0000088
Account No.57500000119955
12. Tender Processing Fee, when submitted in form of Banker’s Cheque or Demand Draft, in original should be deposited within the scheduled date & time in the Tender Box located at: **HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh.** Submission beyond stipulated date & time would result in REJECTION of TENDER
13. All prospective bidders (maximum two representative of a firm bearing ID proof issued by their firm) may attend the Pre-bid conference meeting. The venue, date and time indicated above.
14. The Bidder shall download the Tender Enquiry Document along with other Formats directly from the websites <https://etenders.gov.in/eprocure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected.
15. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.
16. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
17. Interested bidders should constantly monitor the tender on CPP Portal for all updates including Auto Extension of Last date of online submission & opening. In Auto Extension feature of CPP, last date of online submission and opening is auto extended when a minimum number of bids is not received. This iteration is repeated three times.

Chief Executive Officer
HLL Infra Tech Services Limited

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
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A. PREAMBLE**1. Definitions and Abbreviations**

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

1.2 Definitions:

- (i) **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) **“e-Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online.
- (iii) **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/Quotation/e-Tenders.
- (iv) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) **“Earnest Money Deposit (EMD)”** means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.
- (viii) **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) **“Consignee”** means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (xi) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) **“Day”** means calendar day.
- (xiv) **“Local supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- (xv) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (xvi) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

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

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction 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
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- Section XIII – FORMAT FOR BID SECURITY DECLARATION
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- Section XVI – Contract Forms A & B
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- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Consignee List
- Appendix A – Department of Pharmaceuticals, Order, 2018
- Appendix B – Integrity pact

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

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

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing in their letter head duly signed and scanned through email to pcd@hllhites.com and bmenoida@hllhites.com. The purchaser will respond to such request provided the same is received by the purchaser **two day prior to the pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF e-TENDERS

11. Documents comprising the e-Tender

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

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

Note:

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

A) Details of Technical Tender (Un priced Tender)

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

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) Bid Security Declaration in accordance with SCC.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- vi) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).
- vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation / a Declaration in case the firm is being a proprietary one/ Documents confirming to Partnership in the country of origin as the case may be.
- xi) Self-Attested copies of GST registration certificate and PAN Card.
- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Self-Attested copies of quality certificates i.e. US FDA /CE/ BIS Certificate issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.

- xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii) 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.
- xviii) 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).
- xix) Copies of original product catalogues/ data sheet must be enclosed of all quoted items.
- xx) Deleted.
- xxi) *The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason*
- xxii) The bidder/Manufacturer should submit details of registered office/ registered service centre along with the contact details across India in the following regions i.e. East, West, North & South.
- xxiii) This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16th September 2020). Participating bidders need to submit relevant make in India authorization certificate.
- xxiv) Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.

B) Price Tender:

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

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

Note:

- (i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.
 - (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
 - (iii) The bidders have to follow the steps listed in *CPP Portal* for uploading the Price Bid.
- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 A tender which does not fulfil any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender Currencies

- 12.1 The price to be quoted only in Indian Rupees. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected..
- 12.2 Deleted.
- 12.3 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.
- 12.4 Deleted

13. Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 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.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
 - a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.;
 - b) Any taxes and duties including GST, which will be payable on the goods in India if the contract is awarded;
 - c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading& Unloading etc. would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.
 - f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.5 Additional information and instruction on Duties and Taxes:
 - 13.5.1 If the Tenderer desires to ask for GST or any other taxes 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 taxes and no claim for the same will be entertained later.
 - 13.5.2 Local Duties & Taxes, if any applicable:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on 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.

13.5.3 Customs Duty:

Deleted

13.5.4 Goods and Services Tax (GST):

- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

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

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

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

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

14. Indian Agent

14.1 Deleted

15. Firm Price

16.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price (uniform unit prices must be quoted for same BOQ items across India) and total price.

16. Alternative Tenders

16.2 Alternative Tenders are not permitted.

16.3 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single Bid security declaration.

16.4 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

17. Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

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

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

19. Earnest Money Deposit (EMD)

Deleted

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. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period, no action shall be initiated against them.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Digital Signing of Tender

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

D. SUBMISSION OF TENDERS

22. Submission of e-Tenders

- 22.1 The tender shall be submitted online only.

(i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format:

- a) Scanned copies of tender processing fee and Bid Security Declaration
- b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- c) Tender Form as per Section X
- d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc.
- e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt. Dept./ Agencies
- f) Copy of PAN& GST.
- g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.
- h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2017, in pdf format.
- i) Name, address and details of account with respect to bidder.
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- m) Deleted.
- n) Deleted.
- o) Deleted.
- p) Deleted.
- q) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be rejected without assigning any reason.***

(ii) PRICE BID (ONLY ONLINE):

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
- b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
- c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.
- d) The bidder should submit the copy of original proforma invoice from the manufacturer along with the price bid.

e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

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

23. Late Tender:

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

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.

- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 Deleted
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender validity is shorter than the required period.
 - (ii) Required Bid security declaration have not been provided.
 - (iii) NSIC or Udyam registration Number has not been provided for MSE exemptions.
 - (iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
 - (v) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
 - (vi) Poor/ unsatisfactory past performance.
 - (vii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (viii) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (ix) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted schedule.
 - (x) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law etc.
 - (xi) deleted
 - (xii) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be rejected without assigning any reason.***
 - (xiii) ***This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16th September 2020). Participating bidders need to submit relevant make in India authorization certificate.***
 - (xiv) ***Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.***

28. Minor Informality/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 tenders. 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 Not applicable being e-Tender.

31. Qualification Criteria

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

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

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

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

32. Conversion of tender currencies to Indian Rupees

Deleted.

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.

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 Site Modification Work prices and Comprehensive Annual Maintenance charges (CMC) prices will also be added for comparison/ranking purpose for evaluation. **"Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period shall be considered for bid comparison and the NPV will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum."**

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) Deleted.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
 - iv. Special provision for Micro and Small Enterprise owned by women:– Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

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

- 35.4 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 16-Sep-2020. The purchaser reserves the right to give preference to the local supplier. **This bid is reserved for Class I and Class II bidders only as per make in India Policy.**

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

36. Tenderer’s capability to perform the contract

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

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (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 action will be initiated as per bid security declaration 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 Manufacturer (if applicable as per contractual price) within 21 days from the date of NOA.
- 42.3 The Purchaser/Consignee reserve the right to issue the Notifications of Award consignee wise.

43. Non-receipt of Performance Security, 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 action as per bid security declaration and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of EMD

44.1 Deleted.

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.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

AWARD OF CONTRACT

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

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

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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 twenty one (21) days from date of the issue of notification of award by the Purchaser/ Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to three percent (3%) 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, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled 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 fifteen (15) 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, extension of time (with or without Liquidated Damages) & 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.

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 Deleted

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

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

11. Insurance

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

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

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) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC periods.

- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

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

14. Distribution of despatch 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) Four copies of packing list identifying contents of each package;
 - (iii) Certificate of origin for goods of foreign origin;
 - (iv) Insurance Certificate as per GCC Clause 11.
 - (v) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
 - (vi) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV
- B) Deleted.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular updates of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.
- No conditional warranty will be acceptable.
 - Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification 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
 - Replacement and repair will be under taken for the defective goods.
 - All kinds of painting, civil, HVAC, mechanical and electrical work
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per 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 twice in 6 months (i.e., minimum 4 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.
- 16. Assignment**
- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
- 17. Sub Contracts**
- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 (“Country of Origin”).

18. Modification of Contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of dispatch,
 - 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.

TERMS AND MODE OF PAYMENT

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

a) On delivery:

75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

- (i) Four copies of supplier's invoice indicating Bill to Consignee through M/s HLL Infra Tech Services Limited and Ship to Place of supply, showing contract number, goods description, quantity, unit price and total amount. Invoices should be raised by the supplier in the name of consignee with their GSTN only.
- (ii) Two copies of packing list identifying contents of each package

- (iii) Inspection certificate issued by the nominated Inspection agency, if any
- (iv) Insurance Certificate as per GCC Clause 11
- (v) Certificate of origin for imported goods
- (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

b) On Acceptance:

Balance Twenty Five percent (25%) payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

B) Payment For Imported Goods:

- (i) Deleted.

C) Payment of Site Modification Work, if any:

Site Modification Work payment will be made to the bidder/ manufacturer's agent opt its Indian Office in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/ exchange variation. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee

D) Payment for Annual Comprehensive Maintenance Contract Charges:

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

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

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

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

22. Delivery

- 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 no later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and
 - (iii) Termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
 - (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST 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 GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own

risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6.1 Passing of Property:

22.6.2 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.

22.6.3 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.

22.6.4 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, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc., 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. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

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

24. Termination for default

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

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

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

25. Termination for insolvency

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

26. Force Majeure

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

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

27. Termination for convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post or by email. 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 or amendments thereof. 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 arbitrator appointed by CEO (HITES). 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 lakh (Rs. 1,00,000/-)
- 30.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA
- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi/NCR, India.
- 30.5 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

- 31.1 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

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

33. General/ Miscellaneous Clauses

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee/the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/ constituent of the Supplier/ its Indian Agent/ CMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/ Consignee/ Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

1. Warranty: Clause 15.4, Added Para:

Penalty against non-performance/ non-rectification of defects during warranty and CMC Period:

Penalty, as mentioned in the Technical specifications of the equipment, will be applicable in case of non-performance/ non-rectification of defects during warranty and CMC Period.

2. Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the order. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 16-Sep-2020. Only Class-I and Class-II Local suppliers as per MII order dated 16-Sep-2020 will be eligible to bid. Non - Local suppliers as per MII order dated 16-Sep-2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>.

https://dipp.gov.in/sites/default/files/Letter%20to%20All%20Ministries03042021_clarification.pdf

3. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, as specified in Annex I of order F.No.6/18/2019-PPD dated 23-July-2020 (see link below) and bidder must comply with all provisions mentioned in the order. Said order is available for download from the link below and also on from website of Department of Expenditure (DoE), Public Procurement Division, Ministry of Finance.

<https://www.doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

4. With respect to provisions contained in the tender document regarding submission of Earnest Money deposit (EMD) / Bid security, interested bidders are required to sign "**Bid Security Declaration**" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline

defined in the request for bids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.

5. It shall be mandatory for sellers providing Goods & Services to Central Government organizations to be registered on GeM and to obtain a unique seller ID at the time of placement of order / acceptance of order. This GeM Seller ID shall be invariably incorporated in supply order/ contract/ agreement/ purchase order while awarding. GeM Seller ID is not mandatory at the time of tendering and it is only required for the successful bidder at the time of Award of contract / placement of order.

Bidder must submit an undertaking in this regard along with techno commercial bids else there bid will be treated as non-responsive.

SECTION - VI
LIST OF REQUIREMENTS

Part I

Sl. No.	Tender ID	Short Description of goods	QTY (Nos.)	Warranty	CMC
1	2021_HLL_81944_1	Multipurpose OT Table	83	5 Years	5 Years
2	2021_HLL_81944_2	Minor OT Table (Hydraulic)	6	5 Years	5 Years
3	2021_HLL_81944_3	OT light for Minor OT	6	5 Years	5 Years
4	2021_HLL_81944_4	Mobile Examination Light	15	5 Years	5 Years
5	2021_HLL_81944_5	Electro cautery system	32	5 Years	5 Years
6	2021_HLL_81944_6	Electro Surgical Unit with vessel sealing	57	5 Years	5 Years
7	2021_HLL_81944_7	Ultrasonic cutting & coagulation, advanced Radio frequency/ Bipolar energy system	6	5 Years	5 Years
8	2021_HLL_81944_8	Open Surgery Instruments (Set) for General Surgery	21	5 Years	NA
9	2021_HLL_81944_9	ETO sterilizer	5	5 Years	5 Years
10	2021_HLL_81944_10	Laparoscope Set	15	5 Years	5 Years

Part II: Required Delivery Schedule:

- a. For goods to be supplied as per List of Requirement:
75 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.
Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.

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

If the delivery gets delayed due to site related issues, the supplier must get the revised tentative delivery date duly vetted by the consignee.

(The supplier has to ensure the site readiness from the Director/MS of respective consignee/Executing agency before dispatching the equipment. Any delay attributable to site readiness of individual institutes shall be communicated to M/s. HLL Infra Tech Services Limited in writing, for extension of delivery period, with proof from respective Institutes).

Site Readiness means that the site is ready in all aspects for successful delivery, installation and commissioning.

Note:

- i) The delivery schedule for different sites may be staggered based on the site readiness.
- ii) Deleted

iii) Deleted

iv) Deleted.

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V: Warranty

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

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

Part VI:

Required Terms of Delivery and Destination:

a) For goods to be supplied as per tender:

At Consignee Site(s) – FOR basis

b) Deleted

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

Destination/Consignee details:

A list of Consignee is given in Section XIX. The goods mentioned at Part-I in this section are intended to be supplied to the following hospitals/medical institutes. However, order may be placed for any hospital/institute across India.

SECTION – VII
TECHNICAL SPECIFICATIONS

Sl. No.	Item No. 01 Multipurpose OT Table		
1	Electro Hydraulic /Electromechanical / Powered Operating Tables are tables for performing surgical procedures and it works with electrical power.		
2	Operational Requirements		
a	OT Table is required for general surgery and should have X-Ray translucent tops.		
3	Technical Specifications		
a	Four/ Five section table top with divided foot section (split leg section)		
b	Table top should permit x-ray penetration and fluoroscopy with full length X-ray cassette tunnel accessible from either end.		
c	Should have a handset for various functions		
d	There should be inbuilt standby control enabling full use of table in case of handset failure with manual/electric override		
e	All table positioning, i.e., height, back section adjustment, lateral tilt, Cranial- caudal traversing or longitudinal movement , Trendelenburg and anti-Trendelenburg, should be operated through handset and standby control		
f	The casings on the frame and centre supporting column should be made of hygienic stainless steel.		
g	Mattress should be radiolucent and of PU make and suitable for fluoroscopy		
h	Table should have mobile base with lockable castors		
i	Should have built in electronic controlled kidney position with additional manual / electronic control by Kidney Bridge for better positioning if required		
j	Zero level button		
4	Measurements: ($\pm 5\%$ tolerance allowed in the sizes/measurements/ angles/dimensions)		
a	Height: 690-1080mm with 50 -80 mm mattress.		
b	Side tilt: minimum ± 15 degrees		
c	Back section adjustment: - 30 degrees to 60 degrees or more		
d	Foot section adjustment: - 90 to 0 degree, detachable		
e	Trendelenburg: minimum 25 degree		
f	Anti-Trendelenburg: minimum 25 degree		
g	Head section adjustment: ± 45 degree, detachable		
h	Width: 550 mm or less		
i	Length: 2000 mm or better		
j	Cranial and caudal traversing or longitudinal movement of minimum 200 mm		

Sl. No.	Item No. 01 Multipurpose OT Table		
k	Weight – 250 Kg or more in all positions		
5	System Configuration Accessories, spares and consumables		
	All the accessories should be from the same manufacturer (except gel pad & light weight transfer board) and same quality standards as asked for table (para 8). The price of the following accessories should be quoted separately and will be taken for price bid evaluation and ranking purpose.		
a	Padded arm rest with straps - pair with dampers – 1 set		
b	Anaesthesia screen with clamps – 1 set		
c	Side supports: pair with clamps – 1 set		
d	Shoulder supports: pair with clamps – 1 set		
e	Knee crutches: pair with dampers – 1 set		
f	X-ray cassette tray with pushing rod – 1 set		
g	The machines should be supplied with the following accessories for operating prone position		
	i. Gel Flat button chest roll (medium) – 2 nos		
	ii. Gel prone positioner (feet) – 1 no		
	iii. Gel prone head rest (large) – 1 no		
h	X-Ray Top with 9" Urology extension – 1 no		
i	Metal Drain pan – 1 no		
j	Power lift stirrup set with side rail clamp – 1 set		
k	Anti-Trendelenburg restraint strap – 3 no		
l	Light weight transfer board – 1 no		
6	Environmental factors		
a	The unit shall be capable of being stored continuously in ambient temperature of 0 -50 deg C and relative humidity of 15-90%		
b	The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90%		
7	Power Supply		
a	Power input: 220-240V/ 50 Hz AC single phase fitted with appropriate Indian plugs and sockets.		
b	Inbuilt battery backup for 5 hrs or equivalent		
8	Standards & Safety		
a	Should be US-FDA or European CE with 4 digit notified body number or Declaration of conformity for quoted model along with ISO 13485 or BIS certified for the quoted model		
b	Manufacturer should be ISO certified for quality standards		
c	Electrical safety conforms to standards for electrical safety IEC 60601-1 General Requirements (or equivalent BIS Standard)		
d	Shall meet internationally recognised standard for Electro		

Sl. No.	Item No. 01 Multipurpose OT Table		
	Magnetic Compatibility (EMC) for electromedical equipment: IEC-60601-1-2: latest edition Or Equivalent BIS or should comply with 89/366/EEC; EMC-directive as amended:		
e	Certified to be compliant with IEC 60601-2-46: Particular requirements for the safety of Operating Tables: latest edition or equivalent		
f	The IEC certificate namely IEC 60601-1, IEC-60601-1-2, IEC 60601-2-46 along with full test report as per IEC guideline for the quoted model should be submitted from anyone of the labs mentioned below TUV, SGS, Intertek, UL, SAMEER, Bharat Test House, Astute Labs or from the labs in their country of origin.		
9	Training		
a	Comprehensive training for staff of user department and support services till familiarity with the system.		
10	Documentation		
a	Product Literature in original along with that of accessories and indigenous components if any is to be provided. Photocopies/computer generated copies are not acceptable		
b	Statement of compliance with tender specifications with clear and unambiguous links to relevant portions of product literature/authentic document, which should be highlighted. Alternatives provided for noncompliant specifications with justification must be described in detail with supporting literature		
11	If required Demonstration shall be arranged at HITES office Noida & bidder should be ready for the same.		
	BOQ	Qty	UOM
1	OT Table as per technical specification	1	No
2	Padded arm rest with straps - pair with damps	1	Set
3	Anaesthesia screen with clamps	1	Set
4	Side supports: pair with clamps	1	Set
5	Shoulder supports: pair with clamps	1	Set
6	Knee crutches: pair with damps	1	Set
7	X-ray cassette tray with pushing rod	1	No
8	Gel Flat button chest roll (medium)	2	Nos.
9	Gel prone positioner (feet)	1	No
10	Gel prone head rest (large)	1	No
11	X-Ray Top with 9" Urology extension	1	No
12	Metal Drain pan	1	No
13	Power lift stirrup set with side rail clamp	1	Set
14	Anti-Trendelenburg restraint strap	3	Nos.
15	Light weight transfer board	1	No

Sl. No	Item No. 02 Minor OT Table (Hydraulic)
1	Description of Function
1.1	Hydraulic operating Tables are simple tables for performing surgical procedures and they work without electrical power.
2	Operational Requirements
2.1	OT Table is required for general surgery and should have X-Ray translucent tops.
3	Technical Specifications
3.1	Four/five section table top with divided foot section
b.	Table top should permit x-ray penetration and fluoroscopy
c.	All table positioning, i.e., height, back section, lateral tilt, trendelenburg, and anti-trendelenburg, except foot and head section should be operated hydraulically
d.	Should have a manual position selector
e.	The casings on the frame and centre supporting column should be made of hygienic stainless steel
f.	Mattress should be radioluscent and suitable for fluoroscopy
3.2	Measurements:(approximate)
a	Height: 750-1040 mm (with 50 -70mm mattress)
b.	Side tilt: + 15-20 degrees
c.	Back section adjustment: - 15 degrees to 70 degrees
d.	Foot section adjustment: - 90 to 0 degree, detachable
e.	Trendelenburg: 25-30 degree
f.	Anti trendelenburg: 25-30 degree
g	Head section adjustment: -40 to -30 degree, detachable
h.	Width: 550 mm
i.	Length: 2000 mm
4	System Configuration Accessories, spares and consumables
4.1	System as specified
4.2	ACCESSORIES: All accessories including the ones listed below should be quoted. The specific accessories and their quantity will depend upon actual requirement
a.	Padded arm rest with straps - pair with clamps
b.	Anaesthesia screen with clamps
c.	Side supports: pair with clamps
d.	Shoulder supports: pair with clamps
e.	Knee crutches for lithotomy position: pair with clamps
f.	X-ray cassette tray
g.	Kidney bridge

Sl. No	Item No. 02 Minor OT Table (Hydraulic)
	Optional accessories (Price of each item should be mentioned separately) A. X-Ray Top for 9" Urology extension B. Metal Drain pan C. Power lift stirrup set with side rail clamp D. Foot control E. Split leg pair F. Reverse Trendelburg restraint strap G. Light weight transfer board.
g.	The machines should be supplied with the following accessories for operating ion prone position (Price of each item should be mentioned separately)
d.	Gel Flat buttom chest roll (medium)
e.	Gel prone positioner
f.	Gel prone head rest (large)
j.	Optional accessories for endourology work
5	Environmental factors
5.1	The unit shall be capable of being stored continuously in ambient temperature of 0 -50 deg C and relative humidity of 15-90%
5.2	The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90%
6	Standards & Safety
6.1.	Should be BIS/US FDA or European CE approved product
6.2	Manufacturer and supplier should be ISO certified for quality standards
6.3	Deleted
7	Training
7.1	Comprehensive training for staff of user department and support services till familiarity with the system.

Sl. No.	Item No. 03 OT light for Minor OT
1	Operating Room Surgical Lighting System should provide an ideal combination of brightness, manoeuvrability and shadow resolution without sacrificing colour accuracy through a consistent LED technology.
2	Such Lighting System should have the following technical specifications:
a	Number of Light heads: Two per suspension
b	Colour Temperature range: 3800k-5000 ($\pm 10\%$) - Variable colour temperature.
c	Field Size Diameter: 20 to 28 cm ($\pm 10\%$)
d	Working Range: 750 to 1100 mm ($\pm 10\%$)
e	Illumination Level : 160000Lux Major Dome & Minor dome 120000 Lux
f	Controls : Control Panel (wall and on dome)
g	Rotation : 360-330degrees
h	Sterilizable Handle : 02Nos.
i	Mounting Type : Ceiling
j	Supply Voltage : 230 VAC 50 Hz
k	Bulb Type : LED
l	Dimming Range : 50% - 100%
m	Operating/Storage Humidity : 10 – 95%
n	Should be provision to mount the camera in one dome.
o	Surgical Light System should be compliant with relevant European CE/ US FDA/ BIS standards.

Sl. No.	Item No. 04 Mobile Examination Light
1.1	To provide cool, intense, focused light of 20000 lux or more.
1.2	Should be LED bulb.
1.3	Should have bulb retainer to prevent accidental unplugging and fall.
1.4	Should have protective shade with holds on top to dissipate heat.
1.5	5 spokes stand mounted on caster of 5cm diameter.
1.6	Maximum height – 170 cms
1.7	Tubing of MS, pre-treated and epoxy powder coated.
1.8	Cable length – 2m
2	Standards, Safety and Training
2.1	Manufacturer should have ISO certification

Sl. No.	Item No. 05 Electro Cautery System		
1	Microprocessor/microcontroller controlled		
2	Should provide monopolar output for cut, coagulation (fulguration & spray) & blend		
3	Should have bipolar cut and coagulation in multiple levels with automatic bipolar coagulation.		
4	Activation by foot switch and hand switch		
5	Activation of bipolar by foot switch and automatic start/stop system		
6	Auto diagnosis on switching on and during working to continuously monitor all parameters		
7	Automatic stoppage of output in case of malfunction with acoustic and visual signal with display of error code.		
8	Output powers adjustable automatically or manually from the control panel.		
9	Should be usable with laparoscopic monopolar and bipolar instruments.		
10	System for neutral plate safety by continuous monitoring of contact quality and connection		
11	System for monitoring and control of leakage current		
12	Leakage current on the patient should be less than 10 micro Amp		
13	The maximum power of different type outputs should be as:- Monopolar Cutting Max - 300W- 400W Bipolar Cutting 90 W or more Bipolar Coagulation 90 W or more Spray Coagulation – Max 120 W at 300 Ohms		
14	All the Accessories should be mentioned in BOQ and rate of each accessories should be quoted separately which should be valid for the entire warranty period. The unit should be supplied with all standard accessories such as – Reusable push button Handpiece – 2 nos. / Disposable - 200 nos., Electrode set of 10 Nos. each (Pin point, flat tip-short, flat tip- long blade), Explosion protective double pedal foot switch – 1 no, Reusable Siliconearth pad – 2/Disposable - 200 nos., bipolar forcep with cord straight & angled (18-19.5cm & 19-22.5cm) -2 nos. each. All accessories should be of same make of Main Equipment		
15	The equipment should be European CE with 4 digit notified body no or US FDA or BIS safety standard. It should have IEC 60601-1 certificate		
Sl. No.	BOQ	Qty	UOM
1	System as specified	1	Nos.
2	Reusable push button Handpiece	2	Nos.
	OR Disposable push button Handpiece	200	Nos.
3	Electrode set (Pin point, flat tip-short, flat tip- long blade)	10	Nos. each
4	Explosion protective double pedal foot switch	1	Nos.
5	Reusable Siliconearth pad	2	Nos.
	OR Disposable Siliconearth pad	200	Nos.
6	Bipolar forcep with cord straight & angled (18-19.5cm & 19-22.5cm)	2	Nos. each

Sl. No.	Item No. 06 Electro Surgical Unit with vessel sealing		
1.1	ESUs are used for surgical cutting and for controlling bleeding by causing coagulation (hemostasis) at the surgical site. They deliver high-frequency electrical current through an active electrode tip, causing desiccation, vaporization, or charring by resistive heating in the target tissue.		
2	Operational Requirements		
2.1	Microprocessor/Microcontroller technology		
3	Technical Specifications		
3.1	Integrated touch screen/ touch button system with 300-400W output generator for monopolar cut, 100 - 120Watt or more for monopolar coagulation, bipolar cut 90 Watt or more and Bipolar coagulation 90Watt or more and vessel sealing system for open and laparoscopic surgery with under water cutting current.		
3.2	Should provide monopolar output for cut, coagulation (fulguration & spray) & blend in multiple levels		
3.3	Should have bipolar cut and coagulation in multiple levels with automatic bipolar coagulation.		
3.4	Activation by foot switch and hand switch for all the modes.		
3.5	Activation of bipolar by foot switch		
3.6	Capable of sealing vessels of minimum 7 mm diameter		
3.7	Auto diagnosis on switching on and during working to continuously monitor all parameters		
3.8	Automatic stoppage of output in case of malfunction with acoustic and visual signal with display of error code.		
3.9	Output powers adjustable automatically or manually from the control panel.		
3.10	Programmable memory for output settings/ recall last setting		
3.11	Should be usable with laparoscopic monopolar and bipolar instruments, for which accessories must be available		
3.12	System for neutral plate safety by continuous monitoring of contact quality and connection		
3.13	System for monitoring and control of leakage current		
3.14	Frequency Leakage on the patient should be less than 10 micro Amp.		
4	System Configuration Accessories, spares and consumables		
4.1	System as specified		
4.2	The accessories should include: All the Accessories should be mentioned in BOQ and rate of each accessories should be quoted seperately which should be valid for the entire warranty period.		
(a)	Trolley from OEM, qty 01 no		
(b)	Mains cable with power plug for standard Indian sockets, qty 01		
(c)	foot switches for different outputs, qty 01		

Sl. No.	Item No. 06 Electro Surgical Unit with vessel sealing		
(d)	Reusable Silicon neutral electrode for adults and children along, with cable and fixation device qty 01 each/ Disposable - 100 nos each		
(e)	Sterilisable re usable electrode handle with finger switch with cable for electrode handle, qty 02 nos/Disposable - 200 nos		
(f)	set of electrodes (4 different types) with electrode container with holder, qty 5 of each type		
(g)	tip cleaner, minimum 50 nos		
(h)	bipolar forceps (non stick) with cable, straight (small and large), and Bayonet (small and large), qty 02 of each type		
(i)	Reusable cable for connecting to standard mono polar and bipolar laparoscopic instruments, qty 02		
(j)	Resuable dedicated instruments for open and laparoscopic for vessel sealing use (Life of minimum 50 caes), qty 02 of each/ Disposable - 20 nos. each		
4.3	The codes and rates of all possible individual accessories should be quoted separately with clear mention of period of validity of rates		
5	Environmental factors		
5.1	The unit shall be capable of being stored continuously in ambient temperature of 0 -50 deg C and relative humidity of 15-90%		
5.2	The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90%		
6	Power Supply		
6.1	Power input to be 220-240VAC, 50Hz fitted with Indian plug		
6.2	Deleted		
7	Standards & Safety		
7.1	Should be USFDA or European CE with 4 digit notified body number/BIS approved product		
7.2	Manufacturer should have EN ISO certification for quality standards.		
7.3	Complete system and all accessories mentioned should be from same make.		
8	Training		
8.1	Comprehensive training for staff of user department and support services till familiarity with the system.		
9	Service		
9.1	Percentage of uptime guarantee of the equipment during warranty and CMC period for which commitment is to be given must be specified with acceptance of applicable penalty clauses in case of failure to do so.		
9.2	After sales service must be provided in the city of installation. In situations requiring service/repair of the unit outside the city of installation, the expenditure on account of this will have to be borne by the supplier		
10	Documentation		

Sl. No.	Item No. 06 Electro Surgical Unit with vessel sealing		
10.1	Product Literature in original along with that of accessories and indigenous components if any. Photocopies/computer generated copies are not acceptable		
10.2	Statement of compliance with tender specifications with clear and unambiguous links to relevant portions of product literature/authentic document, which should be highlighted. Alternatives provided for noncompliant specifications with justification must be described in detail with supporting literature.		
10.3	Certificate of compliance with standards and approvals stated above		
10.4	Certificate of manufacturer/principal regarding authorization of service facility provided by the supplier		
	BOQ	Qty	UOM
1	System as specified - 1 no	1	Nos.
2	OEM trolley - 01 nos	1	Nos.
3	Mains cable with power plug for standard Indian sockets - 01 nos	1	Nos.
4	Foot switches for different outputs	1	Nos.
5	Reusable Silicon neutral electrode for adults and children along, with cable and fixation device	1	Nos. each
	OR Disposable	100	Nos. each
6	Sterilisable re usable electrode handle with finger switch with cable for electrode handle - 02 nos/Disposable - 200 nos	2	Nos.
	OR Disposable	200	Nos.
7	set of electrodes (4 different types) with electrode container with holder	5	Nos. each
8	Tip cleaner	50	Nos.
9	Bipolar forceps (non stick) with cable, straight (small and large), and Bayonet (small and large)	2	Nos. each
10	Reusable cable for connecting to standard mono polar and bipolar laparoscopic instruments	2	Nos.
11	Reusable dedicated instruments for open and laparoscopic for vessel sealing use (Life of minimum 50 caes)	2	Nos. each
	OR Disposable	20	Nos. each

Sl. No.	Item No. 07 Ultrasonic cutting & coagulation, advanced Radio frequency/ Bipolar energy system		
A	GENERATOR		
1	System should be a single/dual generator with single/dual footswitch that provides ultrasonic energy and advanced RF energy technology for soft tissue dissection and vessel sealing		
2	Should have the ability to select hand switch or footswitch activation or both for ultrasonic and advanced RF energy instruments and the ability to change selection during use can seal and transect vessel upto 7mm with system feedback mechanism for better patient safety.		
3	Should have very minimal lateral thermal with spread not more than 1mm.		
4	RF energy instruments compatible with generator should have controlled gap mechanism for uniform compression across the instrument jaw for better sealing and transaction of vessels and tissue bundles upto 7mm simultaneously.		
5	Should have standby mode to ensure safety.		
6	Should be able to power ultrasonic energy instruments with 35 KHz and above frequency.		
7	Should be compatible for RF energy and ultrasonic energy instruments for open and laparoscopic surgery.		
8	Should be able to power energy instruments with microprocessor controlled bipolar electrosurgical radiofrequency technology with a sinusoidal forced impedance output.		
9	Should be equipped with smart advanced RF energy technology to measure the tissue impedance and control the power delivery and that can simultaneously seal and transect vessels up to 7mm, large tissue pedicles and vascular bundles with system feedback.		
10	Should be compatible with 360 deg shaft rotation and can simultaneously seal and transect vessel upto 7mm, large tissue pedicles and vascular bundles with system feedback		
11	Should provide temperature controlled energy delivery which should maintain tissue temperature less than 100 deg C and hand instruments that provide tissue/vessel seal strength to withstand bursting pressure of minimum of 3 times the systolic pressure		
12	Should be compatible with integrated RF/bipolar or ultrasonic energy instruments which can simultaneously seal and transect vessels 7mm, large pedicles and vascular bundles with ultrasonic energy with system feedback		
13	All hand probes (description given in BOQ) for open and lap procedures should be able to simultaneously cut and coagulate tissues with integrated hand activation control buttons.		
14	Should have the ability for software updates via USB memory stick/HDMI/Link		
15	System should be European CE with 4 digits notified body no. OR US FDA or BIS approved.		
16	Should provide class I protection against electric shock		
17	Should come equipped with system diagnostics and troubleshooting guide to pin point any problem in the system.		

Sl. No.	Item No. 07 Ultrasonic cutting & coagulation, advanced Radio frequency/ Bipolar energy system		
18	Well-equipped service centre should present in India with trained OEM Engineers/Technicians		
B	FOOT SWITCH & CABLE		
C	Accessories: All the accessories should be mentioned in BOQ and price should be quoted separately. Price should be valid for the entire warranty period.		
1	Generator cart - 1 no		
2	Adapters for ultrasonic and radiofrequency instruments (if required)		
3	Hand piece/Hand pieces (transducer) compatible with various hand instruments used in open and laparoscopic surgeries. Sufficient number of transducers so as to last 90 cases to be supplied (Certificate from OEM regarding life of each transducer)		
4	Ultrasonic 5 mm Laparoscopic hand activated curved tip coagulating probe Quantity 2 nos.		
5	Ultrasonic hand activated curved tip coagulating probe for open surgery: Quantity 2nos		
6	Advanced RF/Bipolar 5 mm Laparoscopic hand activated curved tip coagulating probe: Quantity 2 nos.		
7	Advanced RF/Bipolar hand activated curved tip coagulating probe for open surgery Quantity 2 nos.		
	BOQ	Qty	UOM
1	System as specified	1	Nos.
2	Generator cart	1	Nos.
3	Hand piece/Hand pieces (transducer) compatible with various hand instruments used in open and laparoscopic surgeries. Sufficient number of transducers so as to last 90 cases to be supplied	1	Nos.
4	Ultrasonic 5 mm Laparoscopic hand activated curved tip coagulating probe	2	Nos.
5	Ultrasonic hand activated curved tip coagulating probe for open surgery	2	Nos.
6	Advanced RF/Bipolar 5 mm Laparoscopic hand activated curved tip coagulating probe	2	Nos.
7	Advanced RF/Bipolar hand activated curved tip coagulating probe for open surgery	2	Nos.

Sl. No	Item No. 08 Open Surgery Instruments (Set) for General Surgery		
1	Description of Function		
1.1	Open surgery instruments are required to carry on conventional general, gastrointestinal, urological procedures		
2	2 Operational Requirements		
2.1	The instruments quoted should be of high quality and standard		
2.2	Instrument should be BIS or European CE or USFDA approved & copy to be enclosed		
2.3	The instruments must be ISO certified and copy to be enclosed.		
2.4	The part number and name of manufacturer should be engraved on the each instrument		
2.5	Variation of ($\pm 10\%$) is acceptable in all the sizes.		
2.6	The 90 % of the total items should be quoted from the same manufacturer and 10 % can be from 3rd party.		
3	3 Technical Specifications		
3.1	MAJOR BASIC SET		
	Instrument	Specifications	Qty
1	Sponge Holding Forceps	a- Rampley type. 180 mm long	4
		b- Rampley type. 250 mm long c- FOERSTER-	4
		BALLENGER. Serrated jaws; straight 180 mm long	6
		d- FOERSTER-BALLENGER. Serrated jaws; curved 245 mm long	
		e- FOERSTER-BALLENGER sponge & dressing forcep, smooth jaws 245mm	6
2	Steel Basin	a- Small size b- Large size (These items can be quoted from 3rd party and no certification is required for the same.)	5 5
3	Galley Pots	a- 8.3x5.4x4.1 cm (These items can be quoted from 3rd party and no certification is required for the same.)	20
4	Cheattle forceps	270-280 mm long (These items can be quoted from 3rd party and no certification is required for the same.)	10
5	Kidney trays	a- 170 mm size b- 250 mm size c- 275 mm size (These items can be quoted from 3rd party and no certification is required for the same.)	10 10 10
6	BP handle of standard length and type	a- No. 3 b- No.4 c- No. 7	15 15 05

Sl. No	Item No. 08 Open Surgery Instruments (Set) for General Surgery		
7	Humby"s knife handle	Length of 30 – 32 cm	2
8	Towel Clamps	a) Jones type. 8-10cm	60
		b) Backhaus type. 8-10 cm (These items can be quoted from 3rd party and no certification is required for the same.)	60
9	Metzenbaum Scissors, (Tungsten Carbide)	a- Curved, blunt tip, 145 mm	10
		b- curved, blunt tip, 180 mm long	10
		c- curved, blunt tip, 230 mm long	10
10	Metzenbaum Scissors, (Tungsten Carbide)	a- fine, straight, blunt tip, 145 mm	06
		b- fine, straight, blunt tip, 180 mm	06
11	Baby-Metzenbaum Scissors	a- fine, curved, pointed tip, 145 mm	6
12	Operating scissors	a- Straight, B/B; 14-15 cm long	04
		b- Straight, B/B; 18-19 cm long	04
		c- Straight, S/S; 12-13 cm long	04
		d- Straight, S/S; 16-17 cm long	04
		e- Curved, B/B, 17-18 cm long	04
		f- Curved, S/S, 17-18 cm long	04
13	Suture cutting Scissors	a) Straight, 11-12cm	04
		b) Straight, 16-18 cm	10
		c) Curved, 20-22cm	10
14	Iris Scissors	a- Straight, 11-12 cm	06
		b- Curved, 11-12 cm	06
15	Metzenbaum"s – Thorek Scissors (Tungsten Carbide)	a- 20-21 cm long	6
16	Pott"s Smith Scissors	a- 180-190 mm long; 25 degree with bead at the tip of posterior blade	01
		b- 180-190 mm long; 45 degree	02
17	Debakey vascular forceps	a- 140 mm long with 2 to 2.5 mm tip	2
18	Mayo"s Scissors	a- Straight, bevelled edges, 13-14 cm	05
		b- Curved, bevelled edges, 13-14 cm	05
		c- Straight, bevelled blades, 18-20 cm	05
		d- Curved bevelled blades, 18-20 cm	05

Sl. No	Item No. 08 Open Surgery Instruments (Set) for General Surgery		
19	Stitch cutting scissors	Straight type; 13-15 cm long	10
20	Lister's Bandage scissors	a- Double finger bow of 18-20 cm	2
21	ALLIS Baby tissue grasping forceps 4/5 teeth	a- 130 mm long	15
22	ALLIS tissue grasping Forceps atraumatic jaw 150mm " "	a- 155 mm long	24
		b- 200 mm long	24
23	ALLIS tissue grasping forceps; 4x5 teeth	a- 155 mm long	24
24	ALLIS tissue grasping forceps; 2x3 teeth	a- 155 mm long	12
25	Standard Dissecting forceps, medium width	a. 11-12 cm long	10
		b. 15-16 cm long	10
		c. 30-31 cm long	02
26	Standard Tissue Forceps with 1 x 2 toothed	a- 11-12 cm long	10
		b- 15-16 cm long	10
27	WAUGH toothed dissecting Forceps medium	a- 200 mm long	6
28	ADSON dissecting forceps; bayonet shaped	a- 175 mm long	6
29	Lister Sinus Forceps	a- 12-13 cm long	02
		b- 17-18 cm long	06
30	Micro Dissecting Forceps	15-16 cm long	3
31	Mini-Adson's dissecting Forceps	11-12cm;	10
32	Micro-Adson's tissue Forceps	11-12cm; 1x2 toothed	8
33	DEBAKEY dissecting and tissue forceps; jaws 2mm width	a- 150 mm long	06
		b- 200 mm long	06
		c- 240 mm long	06
34	Mc Indoe's dissecting forceps	a- 15-16 cm long	2
35	Bull dog clamp	a- Debakey's type:30-35mm; angled10 mm jaw	05
		b- 40-45 mm;20mm straight jaw	05
		c- 55-60 mm; straight 20-22 mm jaw length	05
36	SPENCER WELLS Haemostatic Forceps	a- Curved, serrated Jaws, 130 mm	36
		b- Curved, serrated Jaws, 175 mm	36

Sl. No	Item No. 08 Open Surgery Instruments (Set) for General Surgery		
		c- Curved, serrated Jaws, 230 mm	36
		d- Straight, serrated Jaws, 130 mm	36
		e- Straight, serrated Jaws, 175 mm	36
		f- Straight, serrated Jaws, 230 mm	36
37	Dunhill Hemostatic Forceps	a- Straight, 125 mm	24
38	MICRO-HALSTEAD Mosquito Artery Forceps	a- Straight, 120-130 mm	60
		b- Curved, 120-130 mm	60
39	Baby-Mosquito (Hartmann)	a- 100 mm, straight	30
		b- 100mm, curved	30
40	KOCHERS haemostatic forceps	a- Straight, 1x2 teeth, 130-140 mm	10
		b- Curved, 1x2 teeth, 130-140 mm	10
41	KOCHERS- OCHSNER haemostatic forceps	a- Straight, 1x2 teeth, 225 mm	10
		b- Curved, 1x2 teeth, 225 mm	10
42	Lahey's Hemostatic Forceps	a- Curved, 180-200 mm long	06
		b- Curved, 220-230 mm long	06
43	KELLYS Dissecting & Hemostatic Forceps	a- Curved, 190 mm long	12
		b- Curved, 240 mm long	12
44	MIXTERS Dissecting & ligature forceps	a- 160 mm long	04
		b- 220 mm long	04
		c- 250 mm long	04
45	MIXTERS- Baby Dissecting & ligature forceps	a- 130- 140 mm long	6
46	Adson Baby Dissecting and Hemostatic Forceps	a- 140-150 mm long	03
		b- 180 mm long	03
47	BABCOCK tissue grasping Forceps atraumatic jaw	a- 155 mm long	24
		b- 200 mm long	24
48	Duval intestinal and tissue grasping forceps	a- 230 mm long	3
49	PEAN KIDNEY CLAMP	a- 220 mm long	3
50	Kocher Atraumatic Intestinal Clamps; very soft and elastic	a- Straight type; 220 mm long	06
		b- Straight type; 280 mm long	06
		c- Curved type; 220 mm long	06
		d- Curved type; 280 mm long	06
51	Baby Kocher Intestinal clamps: very elastic	a- Straight; 130 mm long	06
		b- Curved; 130 mm long	06

Sl. No	Item No. 08 Open Surgery Instruments (Set) for General Surgery		
52	Stomach clamps large	a- 145mm jaw length; 315mm long	2
53	Desjardins Gallstone Forceps (of different curvatures)	a- 225 mm long, b- 240 mm long	06 06
54	Mixer Gallstone Forceps	22-23 cm long	3
55	Bakes Gall Duct Dilator	a- 5 mm size b- 10mm	02 02
56	Skin Hook	a- Single Sharp hook; 15-16 cm long b- Double Hooklets; 15-16 cm	12 06
57	CUSHING VEIN RETRACTOR	a- 10 X 13 mm, 205 mm long	6
58	DEBAKEY TANGENTIAL OCCLUSION CLAMPS	a- 58mm x 270mm	2
59	KRYENBHUL nerve hook with small ball	a- 180-190 mm long	6
60	Proctoscope	a- Paediatric size b- Adult size	01 05
61	Rectal Punch Biopsy Forceps	a- Paediatric size b- Adult Size	01 02
62	MAYO HEGAR needle holder T/C Tip	a- 150 mm long b- 180 mm long c- 200 cm long	10 10 10
63	De Bakey Needle Holders	a- 250mm long b- 300 mm long	04 04
64	BABY CRILE WOOD Needle Holder	a- 150 mm long	6
65	Ryder-vascular needle holder	a- 155 mm long b- 220 mm long	03 03
66	CASTROVIEJO needle holder, TC tip	a- 145 mm long b- 180 mm long	03 02
67	DENIS-BROWNE abdominal retractors	a- Frame of 175x150 mm with 4 blades of 40x30 mm b- Frame of 175x150 mm with 4 blades of 40x40 mm	2 sets 2
68	Gil-Vernet saddle hook retractors	a- Saddle hook type of 17-18 mm; 23-24 cm long b- Saddle hook type of 20-21 mm; 23-24 cm long c- Saddle hook type of 23-24mm; 23-24 cm long	02 02 02
69	Senn-Miller retractor	a- Triplet hooklets, blunt hooklets; 16-18 cm long	3
70	Langenbeck's retractor	a- Ring type fenestrated handle; 30x11mm, 21-22cm long b- Ring type fenestrated handle; 40x11mm, 21-22cm long c- Ring type fenestrated handle; 50x11mm, 21-22cm long d- Ring type fenestrated handle; 85x15mm, 22-23cm long	15 06 06 04
70	Lahey's Retractor	a- 29x6 mm jaw length; 19-20 cm long	6

Sl. No	Item No. 08 Open Surgery Instruments (Set) for General Surgery		
71	Brunner"s Retractor	a- Jaw length of 14 x 3 cm, 24-25 cm long	2
72	Deaver Retractor	a. 30-35 cm long, 3.8-4.2cm wide.	06
		b. 30-35 cm long, 4.8-5.2cm wide .	06
		c. 30-35 cm long, 7.0-7.5cm wide	06
		d. 30-35 cm long, 2.0-2.5cm wide	02
		e. 20-25cm long, 2.0-2.4cm wide	02
73	Morris wound retractors	a- Limb of 70x40 mm; 245 mm long	04
		b- Limb of 70x65 mm; 245 mm long	05
74	Allisons Lung retractor	a- 320 mm long; jaw width of 54 mm	2
75	Joll retractor	15 - 16 cms size	4
76	Balfour –Standard abdominal Retractor	Size 20 cm; lateral blades of 100x35 mm with one central blades	2
77	Doyen"s retractor	Blade of 45x88 mm , 24- 25 cm long	6
78	Czerny retractor	175mm long, 38 X 22mm	6
79	Abdominal Spatula	a- Soft, Malleable; 32-34cm long, 50mm wide	2
		b- Soft, Malleable; 32-34cm long , 40mm wide	2
		c- Soft, Malleable; 32-34cm long, 30mm wide	2
		d- Soft, Malleable; 20-22cm long, 25mm wide	2
80	Satinsky Tangential clamps	a- 22 cm long	4
81	De Bakey multipurpose vascular clamps	a- 15 cm long	03
		b- 22 cm long	03
82	PEAN hemostatic forceps	a- Straight, 155 mm long	03
		b- Curved, 155 mm long	03
83	De Bakey-Pean Hemostatic Forceps	a- Curved, 200 mm long	06
		b- Straight, 200 mm long	06
84	Lovelace Lung Grasping Forceps	a- Small	01
		b- Large	01
85	Fistula Probe, double ended,	a- DIA.:1.5mm; 145mm long, malleable,	06
		b- DIA.: 2 mm; 200mm long, malleable	06
86	NELATON Grooved directors	CURVED 160MM"	3
87	Universal Trocar	14 m long, 7-09 mm thick	2
88	Suction Tips	a- Frazier type; 3 mm: 19-20 cm long	06
		b- Poole type; Sump suction tube of 10mm size and 23-24 cm long.	06
89	MAYOS safety pin instrument Holder	a- 140 mm long	12
90	DOYEN'S rib raspatories; left, adult	a- 175 mm long	3
91	DOYEN'S rib raspatories; right, adult	a- 175 mm long	3

Sl. No	Item No. 08 Open Surgery Instruments (Set) for General Surgery		
92	SAUERBRUCH RIN RONGEURS Powerful/ action 310mm	a- 310 mm long, round bite	1
93	LISTON-KEY-HORSLEY bone cutting forceps	S shaped; 255mm long	1
94	SIM" S RECTAL SPECULUM	A- 15-16 cm with solid blades	2
95	MOLLISON S/R RETRACTOR	4X4 prongs sharp 150mm	2
96	Hernia Ring Forceps for retraction of cord	a- 145 mm long	6
97	DESCHAMPS-blunt ligature needles; right hand	215 mm long	3
98	FARABEUF periosteal elevators	155	2
99	BRISTOW periosteal elevator	230 mm long	2
100	VOLKMANN double ended bone curette	170-180 mm long	4
101	CUSCO standard vaginal speculum	a- Small, 80x24 mm b- Large, 110x37 mm	01 01
102	FINOCHIETTO chest retractor	a- Infant size; lateral blades of approx. 12x15 mm long b- Baby size; lateral blades of approx. 30x30mm long c- Large size; lateral blades of 80x65 mm long d- Large size; lateral blades of 80x65 mm long	03 02 02 01
103	Bailey Baby rib contractors	155 mm long	1
104	Bailey rib contractors for adults	Long claw; 200mm long	4
105	BENSON pyloric spreader	155 mm long	1
106	DITTEL urethral bougies	No 8-30 Fr Gauze	2 sets
107	Container Systems: Metal	For sterilization and hand instruments and other accessories. Different sizes	3
108	Hemorrhoidal banding gon with accessories	Suction type	4

Sl. No.	Item No. 09 ETO sterilizer		
1	The ETO gas sterilizer should be fully automatic type for sterilization of heat sensitive goods such as anaesthetic tubing and other plastic disposable materials etc.		
2	The sterilization chamber should be double walled, corrosion and gas resistant of suitable alloy. The chamber shall be insulated against heat emission and specify the mechanism of heat insulation.		
3	The inner surface should be smoothly finished to minimize gas deposits.		
4	The sterilizer door shall have a quick release locking arrangement, with door opening to the sides.		
5	Suitable safety interlocking arrangement shall be provided for the door so that the sterilization process does not start unless the door is properly locked in position and during the programme run it should not open if there is any residual gas.		
6	The sterilizer shall be provided with suitable mechanism to separate and evacuate the gas and specify the mechanism.		
7	The ETO sterilizer should be able to operate for the minimum essential following cycles programmes :		
a)	Sterilization cycle for heat sensitive objects that ensure temperature from 37-55degreeC with subsequent aeration for protection of the operating personnel.		
b)	Aeration cycle/programme to extract residual gas out of the sterilized objects after each sterilization cycle.		
c)	Automatic chamber evacuation cycle with subsequent venting before releasing the door lock for opening, thereby prohibiting exposure of the operating personnel by gas dissolving from the chamber walls during shutdown period.		
d)	Appropriate pollution control device for safe disposal of E.O like catalytic converter or equivalent technology / gas disposal management -to be as per local pollution control norms, if any.		
8	Capacity: Should have capacity of 200 litre or more. Conversion from cu.ft to litres is as per standard conversion. For information, 1 cu.ft is 28.317 litres approximately.		
9	Each ETO sterilizer shall be equipped with the following accessories:		
a)	Sterilization basket of suitable size : 1 No.		
b)	Packaging material (1 roll each of different standard sizes) may be quoted and 50 units of chemical & biological indicator should be supplied.		
10	Gas cartridges should be EPA certified.		
11	Technical Data		
a)	Sterilization Gas : Ethylene Oxide 100%		
b)	Sterilization method : Cold sterilization of heat sensitive material		
	The ETO sterilizer should have compliance to BS EN ISO 9001. Certificate to be provided by equipment manufacturer.		
c)	Operating temp. Range : 37 to 55 C		

Sl. No.	Item No. 09 ETO sterilizer		
d)	No. of doors : One		
12	The ETO sterilizer should have compliance toBS EN ISO 9001. Certificate to be provided by equipment manufacturer.		
13	The ETO sterilizer should have compliance to ISO 13485. Certificate to be provided by equipment manufacturer.		
14	The ETO sterilizer should have compliance to OSHA/NIOSH/OHSAS 18001 exposure monitoring.		
15	Should be US FDA/European CE with 4 digit notified body no/BIS approved		
	The required safety & clearance certificate from the concerned department if any should be the responsibility of the supplier.		
	The consumables including cartridges, biological & chemical indicator and packing material required for 200 cycles to be provided. Please indicate the no of cartridges required for 200 cycles.		
	The price of all consumables should be clearly mentioned and quoted separately and it should be valid for the warranty and CMC period.		
	SCOPE OF SITE MODIFICATION WORK		
	The supplier has to undertake supply, Installation, Testing and commissioning of the ETO sterilizers and also undertake all associated civil, mechanical, and electrical, air conditioning and interior furnishing jobs the area allocated for ETO sterilizers (ETO sterilizer rooms).		
	All regulatory requirements for installing ETO sterilizers should be incorporated within the site; including the safe disposal of exhaust gas from the sterilizer as per existing regulatory norms. All modifications to the build-up space provided at the hospital site including Installation of Equipment, civil works, electrical works, plumbing works, interior decoration, air conditioning, furniture and other related work required for the smooth and efficient functioning of the ETO sterilizer. These works shall comply with all relevant safety and standard guidelines. The vendor is fully responsible for installation and commissioning of ETO sterilizer.		
	Bidders are advised to visit the site. Equipment loaded site drawing with actual dimension should be submitted along with the technical bid.		
	The supplier shall obtain all necessary clearances for the commissioning of the ETO sterilizers in liaison with the consignee.		
	ETO Sterilizer room should be provided with proper ventilation, degassing and other regulatory ethylene oxide disposal protection requirements		
	The BOQ of the ETO Sterilizer room		
Item no.	DESCRIPTION	Qty	
1	ETO STERLIZER	1	
2	Compatible WIRE STORAGE SHELF MODULE FOR STERIL STORE	2	
3	WASTE BIN PEDAL OPERATED -SS	1	

Sl. No.	Item No. 09 ETO sterilizer		
4	PASS BOX	1	
	Technical Specifications: Pass Box		
1	Area : Dirty to Clean supply, ETO to Sterile supply & Sterile Issue		
2	Size : 600x600x600mm, internal		
3	Should be made up of SS 304 sheets with double wall construction		
4	Should have UV lights for safe storage of components		
5	UV light should automatically switch off when any one door is opened		
6	Pass-through chamber should be based on electrical sliding hatches and should fit all types of standard racks.		
7	The chamber should consist of two electrically operated sliding hatches.		
8	Each hatch should have its own 24 DC motor that powers a drive belt and ensures smooth operation, as well as its own convenient push-button control to ensure that both hatches cannot be opened at the same time.		
9	The control should feature two modes of operation to open or close the hatch with a press button mechanism.		
10	Should have door interlocking to prevent simultaneous opening of both the doors.		
11	Should have toughened glass panelling for easy visibility.		
	Note:		
	Appropriate pollution control device for safe disposal of E.O like catalytic converter or equivalent technology / gas disposal management -to be as per local pollution control norms, if any.		
	The bidder should ensure training to the local staff at an interval of Six (6) months during warranty period to ensure safe operation of the equipment after installation and commissioning of ETO sterilizer.		
	If any machine required compressed air plant for running the machine it should be supplied as standard.		
	All listed accessories and parts (eg.Vent hoods and exhaust hoods) as per manufacturer's guidelines required for running ETO should be supplied as standard.		
	Site modification work is limited to installation and commissioning of ETO sterilizer only. Only one single/three phase power and plumbing connection will be provided in the room.		
	The area of ETO room will be approx. 200 sq. ft.		

Sl. No	Item No. 10 Laparoscope Set - Technical Specification	
1	Description of Function	Qty
1.1	Laparoscope is used for minimally invasive surgery and comprises of telescope and associated instruments and units	
2	Operational Requirements	
2.1	The set for Laparoscopic surgery should have units/groups of items/components as given below, which should be quoted individually. They could be offered bundled in a comprehensive system or separately for each individual group, which should be adaptable with all major international brands.	
3	Technical Specifications	
3.1	CAMERA CONTROL UNIT & CAMERA	1
	High definition Endoscopic camera system should have following features:	
a)	Pure Digital HD technology with high definition video of 1920 x 1080p (min) native resolution	
b)	Progressive scan technology both on camera head and console	
c)	Consistent use of 16:9 format for input and output for HDTV function	
d)	CCD/CMOS technology for hi-fidelity image transmission	
e)	The system should have optical zoom & Digital zoom	
f)	System should be able to optimize all the settings and should be ready as soon as connected to camera control unit with automatic brightness control	
	Camera control unit should be compatible with full HD three chip camera heads. In case of downtime standby unit provided should also be of full HD three chip camera head.	
h)	Should be compatible for remote controlled operation of various features	
	Technical Specifications :-	
a)	3 x 1/3 Progressive scan CCD or 3 x 1/3 Progressive scan CMOS	
b)	Pixels 1920 X 1080 pixels per chip (min)	
c)	AGC Microprocessor controlled	
d)	Video Outputs: minimum 2nos of DVI/HD-SDI/HDMI	
	Keyboard/ Touchscreen keyboard for character generator	
f)	Camera settings (e.g. white balance, zoom, gain, sharpness etc.) should be possible directly from the camera head buttons.	
g)	Facility of direct recording into external storage from camera HUB should be available (Optional)	
3.2	MONITOR	1
	One Wide Screen Monitor having the following features:	
	HDTV display in 16:9/16:10 HDTV format	
b)	26" or more Medical grade Full HD, LED/ backlit LED Crystal display.	
c)	Resolution : 1920 x 1080 pixels or more	

Sl. No	Item No. 10 Laparoscope Set - Technical Specification	
d)	SDI/DVI/HD-SDI/HDMI Input	
e)	All required cables and connectors, which should be specified	
f)	TFT screen stand/Fixtures for connecting to Pendant System/Ceiling Light Arm	
g)	Dustproof and Drip water protected	
3.3	Telescope (High Definition)	
1	5 - 5.5mm - 30 degree angle of view	1
1	5 - 5.5 mm - 0 degree straight view (each approximately 27-30 cm long)	1
	10 mm- 30 degree angle of view	1
	10 mm- 0 degree straight view(each approximately 30-35 cm long)	1
2	Low risk of object bum	
4	Autoclavable/sterilizable	
5	Fibreoptic light transmission incorporated	
3.4	CO2 Insufflator	1
1	Fully automatic, electronically controlled gas fill	
2	Adjustable flow rate of 45 litres per minute or more and pressure range adjustable between 0 to 30 mm Hg	
3	Optical and acoustic warning signals in case of malfunction or excessive pressure with facility of automatic release in case of over pressure.	
4	Facility for connection to CO2 medical gas pipeline as well as high pressure CO2 cylinder.	
5	Control by keys on front panel or by touch screen	
6	Clear and adjacent front display of actual and pre-set flow rate, actual and pre-set pressure, gas consumed	
7	Facility for preheating of gas to body temperature with internal/external OR both heating devices.	
8	Facility for easy evacuation of smoke and mist	
9	Memory for retention of previous pressure settings	
10	Should include pin-index connection to small/big gas cylinder with regulator, high pressure hose, mains cord, silicone tubing set, universal wrench and gas filter	
3.5	LIGHT SOURCE (Xenon 300W) with One Spare Bulb or Comparable LED Light source.	1
1	Xenon cold light fountain with 300 watts xenon lamp/ LED light source equivalent to 300 W Xenon lamp	
2	Manual and automatic adjustment of light intensity	
3	Brightness control to be regulated manually or automatically via the output signal of a video camera	
4	Display of lamp life/Bulb usage meter warning light in case of Xenon lamp or minimum 5000 hours lamp life in case of LED	
6	Standby mode should be available	
7	DELETED	

Sl. No	Item No. 10 Laparoscope Set - Technical Specification	
b)	DELETED	
3.6	SUCTION-IRRIGATION UNIT	1
1	Controlled suction and irrigation unit with flow rate of atleast 1lit/min	
2	Irrigation pressure control between 0-400 mm Hg	
3	Suction pressure control between 0.6 bar or more	
4	Control from control panel and/or foot pedal	
5	Main unit with digital display/ touch pad	
6	Overflow protection on suction bottles	
7	Accessories should include silicone suction tubing set, reusable pressure domes, bacterial filter and sterilizable suction bottles with cap of 3-5 lit capacity (2nos)	
3.7	VIDEO-CART (Same Make)	1
a.	Made of Stainless Steel/Epoxy coated metal	
b.	Portable on 4 antistatic dual castors, 2 with locking brakes	
c.	Required number of shelves for housing all the units of the set	
c.	Adjustable arm for fixation to either side for fixing the TFT monitor	
d.	One drawer unit with lock and key	
e.	Cable Manager	
f)	It should have minimum 4 shelves	
g.	power box with concealed wiring for providing electrical connections of proper rating to all the units suitable for Indian plugs	
3.8	IMAGE MANAGEMENT SYSTEM	1
a.	Documentation system for digital storage of still images, video sequences and audio files	
b.	Resolution of still images should be 1920x1080 and HD video	
c.	Writes multi-session and multi-patient CDs/DVDs	
d.	Fully controllable from inside and outside the sterile field	
e.	USB support for storage on USB drives	
f)	Latest processor & HDD (atleast 1 TB or more)	
g.	atleast 4GB RAM should be available	
h.	Integrated DVD/CD writer with maximum speed which should be specified	
i)	Compact key board with cordless mouse or touch screen keyboard.	
j.	Deleted	
k.	All types of connecting cables (BNC, DVI) and connectors, which should be specified	
l.	Flat screen colour monitor of 1024x768 resolution with all connectors and connection cables (BNC, S-VIDEO(Y/C), VGA), which should be specified	

Sl. No	Item No. 10 Laparoscope Set - Technical Specification		
m.	deleted		
n.	It should have operating system of Windows Xp or latest.		
3.9	CARBON DIOXIDE CYLINDER (B-type, 10kg x 2 nos)		2
3.1	HAND INSTRUMENTS & OTHER ACCESSORIES		
	Instrument	Specifications	
	Reusable Veress Pneumoperitoneum Needle	Spring loaded blunt stylet luer lock length - (10 -12cm) and 15 cm - 2 each	
	Reusable Trocar :- 5-6mm	Multifunctional valve/Magnetic ball, insufflation stopcock and smooth sleeves, pyramidal tip, length (10-11cm) , autoclavable - 5 nos	
	Reusable Trocar :- 10/11mm	Multifunctional valve/Magnetic ball, insufflation stopcock and smooth sleeves, pyramidal tip, length (10-11cm) , autoclavable - 4 nos	
	Reusable Trocar:- 5-5.5mm	Multifunctional valve/Magnetic ball, insufflation stopcock and threaded sleeves, pyramidal tip, length (10-11cm) , autoclavable - 2 nos	
	Reusable Trocar:- 12.5-13.5mm	Multifunctional valve/Magnetic ball, insufflation stopcock and smooth sleeves, pyramidal tip, length (10-11cm) , autoclavable - 1 no	
	Two ways Suction and Irrigation cannula	Size 5mm, length 33-36cm , used with suction and irrigation handle and handpiece with stopcock - 2 nos Size 10mm, length 33-36cm , used with suction and irrigation handle and handpiece with stopcock- 2 nos	
	Tissue Grasping forceps – toothed 2x3 teeth	Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, plastic handles with ratchet, autoclavable - 1 no	
	Tissue Grasping forceps – toothed 2x 3 teeth	Single action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, plastic handles with ratchet, autoclavable - 1 no	
	Maryland forceps	Maryland forceps- Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, plastic handles without ratchet, autoclavable - 2 nos	
	Grasping forceps- Atraumatic	Double action jaws, spoon shaped with multiple teeth of jaw and rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling	

Sl. No	Item No. 10 Laparoscope Set - Technical Specification		
		facility, plastic handles without ratchet, autoclavable- 1 no	
	Dissecting and Grasping forceps- Alligator type	Double action jaws , rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, plastic handles with ratchet, autoclavable	1
	Dissecting and Grasping forceps-	Single action jaw, with dolphin nose tip, rotating with connector pin for unipolar coagulation, size 5mm, length 33- 36cm, dismantling facility, plastic handles without ratchet, autoclavable	1
	Grasping forceps- Atraumatic – Reddick Olsen type	Double action jaws, with fine serrations on jaw and rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, plastic handles without ratchet, autoclavable	1
	Grasping forceps- Fenestrated	Single action straight jaw with fine serrations and fenestration, rotating, size 5mm, length 33-36cm, dismantling facility, plastic handles with ratchet, autoclavable	1
	Grasping forceps- Fenestrated	Double action straight jaws with fine serrations and fenestration, rotating, size 5mm, length 33-36cm, dismantling facility, plastic handles with ratchet, autoclavable - 1 no	1
	Babcock Grasping forceps- (5 mm)	Double action jaws, atraumatic fenestrated, rotating, size 5mm, length 33-36cm, dismantling facility, plastic handles with ratchet, autoclavable	1
	Babcock Grasping forceps- (10 mm)	Double action robust jaws with large atraumatic gripping surface, rotating, size 10mm, length 33-36cm, dismantling facility, plastic handles with ratchet, autoclavable	1
	Fan shaped retractor	Rotating with 3-5 blades , size 5mm, length 32- 36cm , dismantling facility - 1 no	
	Hook Scissors,	Double action jaws , rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, , autoclavable	1
a.	Rotating Metzenbaum Scissor	Double action jaws of length 14-16mm, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility, autoclavable	1
b.	Insert of Metzenbaum scissors		2
	Bipolar coagulating forceps	Wide jaws for dissection, grasping large vessels, size 5mm, length 33-36cm fenestrated. Jaws with robust hinge and 360° rotational, ring handles, can be	1

Sl. No	Item No. 10 Laparoscope Set - Technical Specification		
		completely disassembled and a cleaning port, autoclavable	
	Bipolar coagulating forceps (Only Insert)	Maryland type jaw of 18-20 mm length, and 34-36 cm long to fit into the other parts of No. 23, autoclavable	1
	Needle Aspirator	Size 5mm, length 30- 36cm, Needle diameter of 1.5-2 mm	1
	Needle holder (Disengageable, coaxial type)	Size 5mm, tungsten carbide tip, straight handle with ratchet, single moving with curved tip to left, length 33-36cm.	1
	Needle holder insert (Straight type)	Size 5mm, tungsten carbide tip, single moving straight jaws, length 33-36cm.	1
	Extracorporeal Knot pushers	closed Eye type, length 28-33 cm , size 3-5 mm	1
	Endoloop applicator	To fit into trocar size of 6 mm	1
	Clip Applicator - Medium Large	Rotatable, provision for locking the shaft conveniently, 10mm, compatible with clip LT 300	1
	Clip Applicator - Large	Rotatable, provision for locking the shaft conveniently, 10mm, compatible with clip LT 400	1
	Hassan cone	Adaptable to 10mm trocar	1
	Reduction Sleeves/Extractors	From 10/11mm to 5mm, metallic	5
	Reducers	from 10/11mm to 5mm	5
	L-Hook	Size 5mm, length 33-36cm with pin for cautery	2
	Spatula	Size 5mm, length 33-36cm with pin for cautery	1
	Fascia closure instrument	size 2.0-2.8 mm , length 16-17cm with pin for cautery	1
	High Frequency Cord.	For 5mm & 10mm hand instruments with Monopolar Electrodes, spatula tip	2
	Washers	For 5 & 10 mm cannula and reducers	20 pieces each
	Fibreoptic Light cables	With straight connectors of 4.8mm diameter and 250 cm long	1
	Fibreoptic Light cables	With straight connectors of 4.8mm diameter and 300 cm long	1
	Light Adaptor	Angled 90°, diameter 4.8 mm, free rotatable, to connect with standard telescopes	1
	Insufflator Tube		2
	Container Systems: Metal & Plastic	For sterilization and storage of telescopes, hand instruments and other accessories. Different sizes.	2
4	System Configuration Accessories, spares and consumables		

Sl. No	Item No. 10 Laparoscope Set - Technical Specification	
4.1	<p>System as specified. Telescope, Light source, Camera Head, Image Management system and CO2 insufflator should be of same make.</p> <p>All hand instruments should be from same principal manufacturer; in case any of the instrument is not manufactured by the principal manufacturer, the same shall be offered from a second manufacturer; not exceeding 30% of total quantity of hand instruments. However, the bidder is allowed to quote instrument(s) from maximum two manufacturers including the principal manufacturer. (In this case the principal manufacturer should submit an undertaking for non-production of the such instrument(s)).</p> <p>Instrument from second manufacturer also should have similar certification as asked in tender and the same should be submitted along with bid.</p>	
7	Standards & Safety	
7.1	Should be US FDA or European CE with 4 digit notified body number or BIS approved product	
7.2	Manufacturer and Supplier should have ISO certification for quality standards.	
7.3	Electrical safety conforms to standards for electrical safety IEC 60601-1 General Requirements (or equivalent BIS Standard)	
8	Training	
8.1	Comprehensive training for staff of user department and support services till familiarity with the system	
	<ol style="list-style-type: none"> 1. Bidder has to give demonstration of the equipment if required. 2. Deleted 	

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:
 - a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) Warranty period will be 5 years from the date of installation, commissioning and Site Modification Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
 - b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs.) X 7 (days) X 365 (days) basis.
 - c) **All software updates should be provided free of cost during Warranty period.**
2. After Sales Service:

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

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification.
4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:
 - 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 Site Modification Work (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least twice in six months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, during the CMC period
 - b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
 - c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
 - d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
 - e) There will be 95% uptime warranty during CMC period on 24 (hrs.) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
 - f) During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, 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.

5. Site Modification Work:

Site Modification Work 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. Site Modification Work 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 Site Modification Work of each Hospital/Institution/Medical College. The Site Modification Work costs to be quoted in Indian Rupee will be added for Ranking Purpose.

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

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

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 equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment 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 equipment s. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipment 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.

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

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

Signature and seal of the Tenderer

Section – IX
Qualification Criteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
2. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, at least 25% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
2. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India of the same manufacturer.
3. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.

NOTE:

1. The tenderer shall give an affidavit as under:
“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”
2. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.

The manufacturer (Tenderer)/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser
5. **The bidder should submit the manufacturer’s production capacity, meeting the quantity requirement and delivery schedule requirement of this tender document.**
6. The Purchaser 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 five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

**** The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, Institute of National importance, State / Central Hospitals or Medical Colleges or Institutes for the specific model quoted along with the price bid.**

Section – X
TENDER FORM

To,
CEO

Date _____

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

Ref. Your TE document No. _____ dated _____

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

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

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

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

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

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

SECTION – XI
PRICE SCHEDULE

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

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

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

SECTION – XII
QUESTIONNAIRE

Fill up the Techno-Commercial Compliance Sheet Bid provided in spread sheet (Excel file) and upload in the CPP Portal

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

Note: The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer’s indicating uniform unit rates) and List of Consumables with prices can be uploaded in CPP portal as per provision available

SECTION – XIII

FORMAT FOR BID SECURITY DECLARATION

If <NAME OF BIDDER> withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.

SECTION – XIV
MANUFACTURER'S AUTHORISATION FORM

CEO

HLL Infra Tech Services Limited

Procurement and Consultancy Division

B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

Dear Sir,

Ref: Your TE document No _____ dated _____

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

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

_____ (*please provide reason here*).

We 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, designation and Email*]

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.*
- (3) *The purchaser reserves the right to verify this document with its signatory.*

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

In the Name of consignee.

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 till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to _____ (indicate date).

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

.....
Name and designation of the officer

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

SECTION – XVI

CONTRACT FORM - A

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

(Address of the Purchaser/Consignee
Office issuing the contract)

Contract No _____ dated _____

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

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

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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

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

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

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

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

Received and accepted this contract
 (Signature, name and address of the supplier’s executive
 Duly authorised to sign on behalf of the supplier)
 For and on behalf of _____
 (Name and address of the supplier)
 (Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____

dated _____

Between

(Address of Head of Hospital)

And

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

1	2	3	4					5
Schedule No.	Brief description of goods	Quantity. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

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

- 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)
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment(including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Site Modification Work (if any).
- There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 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 twice in 6 months

commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

6. All software updates should be provided free of cost during CMC.
7. 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 equipments 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.
8. 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 equipments per contract) shall be payable to the Consignee.
9. **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.
10. **Paying authority:** _____ (name of the consignee i.e. Hospital authorised official)

(Signature, name and address
of Hospital authorised official)

For and on behalf of _____

Received and accepted this contract.

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee’s authorized representative)

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

- 1) Contract No. & date : _____
- 2) Supplier’s Name : _____
- 3) Consignee’s Name & Address with telephone
No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized
Representative of Consignee : _____
- 8) Signature of Authorized Representative of
Consignee with date : _____
- 9) Seal of the Consignee : _____

SECTION – XVIII

Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment /plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
- b) He has not supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment (s)/plant(s).
- c) The supplier as specified in the contract has not done training of personnel.

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

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

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

(Signature)

(Name)

(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
Consignee List

Sl. No.	Name of Hospital and Address	Consignee Code	State	Airport	Dry Port/ Seaport
1	The Principal JawaharLal Nehru Medical College S. R. Rajpath, Katahalbari, Khanjarpur, Bhagalpur, Bihar 812001 Phone: 0641-2401078, 2400903/ 094700 03013 Email: principal.jlnmc@rediffmail.com , jlnmcbgp@gmail.com	JLNMC- Bhagalpur	Bihar	Kolkata	Kolkata
2	The Dean/ The Principal Anugrah Narayan Magadh Medical College & Hospital- Gaya Sher Ghati Road, Neema Tola, Gaya, Bihar 823001 Phone: 0631-2410339 EMail: princ_anmmc@rediffmail.com	ANMCH- Gaya	Bihar	Kolkata	Kolkata
3	The Director / Principal Patna Medical College Patna-800004 Office: 0612-2300343, 18003456255 Email: info@patnamedicalcollege.com , principalsoffice@rediffmail.com	PMC- Patna	Bihar	Kolkata	Kolkata
4	The Principal Chhattisgarh Institute of Medical Sciences (CIMS) Sardar Vallabh Bhai Patel Hospital Sadar bazaar Rd, Dabripara, Bilaspur, Chhattisgarh 49500 Phone: +91-7752-230030 Email: deancims@gmail.com	CIMS- Bilaspur	Chhattisgarh	Kolkata	Kolkata
5	The Principal Late Baliram Kashyap Memorial Govt. Medical College Dimrapal, Jagdalpur, Chhattisgarh 494001 Tel: 077822 31403 / +(91)-07782- 231403 Email: gmcjagdalpur@gmail.com	LBKMGMC- Jagdalpur	Chhattisgarh	Kolkata	Kolkata

HLL Infra Tech Services Limited

Sl. No.	Name of Hospital and Address	Consignee Code	State	Airport	Dry Port/ Seaport
6	The Principal University College of Medical Sciences- GTB Hospital Dilshad Garden, Delhi - 110 095 Phone No.: +91-11-22582972-74 Email: principal@ucms.ac.in	UCMC- GTBH	Delhi	Delhi	ICD TKD/ PPD
7	The Dean Govt. Medical College, Bhavnagar Nr. ST Bus Stand, Jail Road Bhavnagar 364001 (Gujarat - INDIA). Phone No. :0278-2430808, {R} 0278- 2510236 Email: dean.health.bhavnagar@gmail.com	GMC- Bhavnagar	Gujarat	Ahmedabad	Mundra / Pipavav / Kandla
8	The Principal Govt. Medical College, Surat MAJURAGATE, Surat, Gujarat 395001 Phone No.: 0261 – 2244175 Email: dean.health.surat@gmail.com , deangmcs-gj@nic.in	GMC- Surat	Gujarat	Ahmedabad	Mundra / Pipavav / Kandla
9	The Dean / Principal Mahatma Gandhi Medical College, Indore A. B. Road, Indore - 452 001, (M.P.), India Ph: 0731-2527383, 2527679 Email Address: deanlibrary@gmail.com	MGMC- Indore	Madhya Pradesh	Mumbai	Nhavasheva Port
10	The Principal S.C.B. Medical College , Cuttack Manglabag, Cuttack-753007 Phone :0671- 2414355 Email: scbmcctc@gmail.com	SCBMC- Cuttack	Odisha	Kolkata	Kolkata
11	The Director/ Principal SMS Medical College, JAIPUR J.L.N. Marg, Jaipur-302004, Rajasthan Phone:- 0141-2560291 & 0141- 2518222 Email: officeprincipalsmsmc@gmail.com	SMSMC- Jaipur	Rajasthan	New Delhi	ICD TKD/ PPD

HLL Infra Tech Services Limited

Sl. No.	Name of Hospital and Address	Consignee Code	State	Airport	Dry Port/ Seaport
12	The Director/ Principal S.N. Medical College, Agra Moti Katra, Agra - 282002 (U.P) India Phone:+91-562 2260353 Email: deansnmc@yahoo.in	SNMC- Agra	Uttar Pradesh	New Delhi	ICD TKD/ PPD
13	The Director/ Principal GSVM Medical College, Kanpur Swaroop Nagar, Kanpur, Uttar Pradesh- 208002 Phone:+91-512-2535483 Email: gsvm_knp@yahoo.co.in	GSVM- Kanpur	Uttar Pradesh	New Delhi	ICD TKD/ PPD
14	The Principal AIIMS, AIIMS Temporary Campus, First Floor, Government Siddhartha Medical College, NH 16 service road, Gunadala, Vijayawada (AP), 520008 Phone:+91 0866 2454500 Email: dda.mangalagiri@aiims.gov.in	AIIMS- Manglagiri	Andhra Pradesh	Hyderabad	Visakapatna m
15	The Principal AIIMS, Kalyani Rd, Basantapur, West Bengal 741245 Phone:0477 228 2611 Email: tdmcalappuzha@gmail.com	AIIMS- Kalyani	West Bengal	Kolkata	Kolkata
16	The Principal All India Institute of Medical Sciences, Nagpur IIMS Temporary Campus, Government Medical College, Nr. Hanuman Nagar Nagpur, Pin:440003 Phone: 0712 2744922 Email: info@aiimsnagpur.edu.in	AIIMS- Nagpur	Maharashtra	Mumbai	Mumbai
17	The Principal AIIMS, Gorakhpur, Uttar Pradesh Phone: +91 0866 2454500 Email: dda.mangalagiri@aiims.gov.in	AIIMS- Gorakhpur	Uttar Pradesh	New Delhi	ICD TKD/ PPD

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

APPENDIX – A

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

Dated 18th May, 2018
Janpath Bhawan, New Delhi

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

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

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

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

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

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

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

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

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

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

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

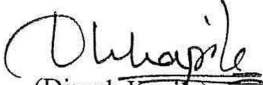
- i. Local content of Medical Device shall be computed on the basis of the cost of domestic components in the device/service compared to the total cost of the device/service. The total cost of product shall be the cost incurred for the production of the medical device including direct component i.e.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

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

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

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


(Dinesh Kapila)
Economic Adviser
Ph. 23381927

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Enclosure-I

Calculation of Local Content

Name of manufacturer	Calculation by Manufacturer (Cost per unit of product)			
	Cost Component	Cost (Domestic Component) a	Total Cost b	Percentage of Local Content $c=(a/b)*100$
I.				
II.				
III. Total Cost (Excluding tax and duties)				

Note:

- I. **Cost (Domestic Component):** Cost of domestic component may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.
 - a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.
 - b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.
 - c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.
- II. **Total Cost:** Total cost may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.
 - a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).
 - b. Ex-Factory Price of product minus profit after tax, minus warranty costs.
 - c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

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Enclosure-II

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

Date: _____

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

do hereby solemnly affirm and declare as under:

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

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

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated 1.8.2018.

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

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



For and on behalf of

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

(Name of firm/entity)

APPENDIX-B
INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

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

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

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HITES

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

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with HITES.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

- 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDERS further confirms and declares to HITES that the BIDDERS is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDERS, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDERS while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDERS will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDERS commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDERS or any employee of the BIDDERS or any person acting on behalf of the BIDDERS, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDERS's firm, the same shall be disclosed by the BIDDERS at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.14 The BIDDERS shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDERS will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDERS will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDERS also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDERS will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

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

a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

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

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HITES will enter into agreements with identical conditions as his one with all Bidders and Contractors.

4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HITES will be entitled to all or any of the actions mentioned in Para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6.Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defence Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora Independent External Monitor (IEM) Office: HLL Infra Tech Services Ltd B-14-A, sector 62, Noida 201307, U.P Tel:0120 4071500	Residence: B-333, Chittaranjan Park New Delhi – 110019 Tel:011 26273406 Mobile:+91 8130588577 Email:iem@hllhites.com
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- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

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

Clause.13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL Infra Tech Services Ltd.

Bidder

HLL Infra Tech Services Limited

Witness

Witness

1.....

1.....

2.....

2.....

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