

# **DOMESTIC TENDER ENQUIRY DOCUMENT**

FOR PURCHASE OF SCIENTIFIC EQUIPMENT

FOR AND ON-BEHALF OF

**Indian Pharmacopoeia Commission  
Ministry of Health & Family Welfare  
Govt. of India**

**HLL/PCD/IPC-13/2020-21**



BY

**HLL Lifecare Limited**

**(A GOVERNMENT OF INDIA ENTERPRISE)  
Procurement & Consultancy Services Division**

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

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**SECTION I**  
**Notice Inviting-Tenders (NleT)**  
**HLL Lifecare Limited**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**Procurement & Consultancy Services Division**  
**B-14 A, Sector-62, Noida-201 307**  
**URL: [www.lifecarehll.com](http://www.lifecarehll.com)**  
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**PHONE: 0120-4071500**  
**FOR**  
**Indian Pharmacopoeia Commission**  
**GOVT OF INDIA**  
**MINISTRY OF HEALTH & FAMILY WELFARE**

e-Tender Enquiry No: HLL/PCD/IPC-13/2020-21

Dated 04.02.2021

## Notice Inviting e-Tenders (NleT)

(1) Procurement & Consultancy Services Division of HLL Lifecare Ltd, for and on behalf of Indian Pharmacopoeia Commission invites e-tenders, from eligible and qualified tenderers for supply and installation of the following equipment at IPC Ghaziabad :

Sl. No.	Tender ID	Name of Instruments	Qty. (Nos.)	EMD (Rs.)	Tender Processing Fee (Rs.)
1	2021_HLL_69213_1	Analytical balance with printer (semi micro)	1	NA	Rs. 590.00
2	2021_HLL_69213_2	Mini Protean tetra cell / Vertical gel electrophoresis along with power supply	1	NA	Rs. 590.00
3	2021_HLL_69213_3	Bath sonicator with chiller	1	NA	Rs. 590.00
4	2021_HLL_69213_4	Precision water bath	1	NA	Rs. 590.00
5	2021_HLL_69213_5	Gel Rocker reciprocating type with variable speed	1	NA	Rs. 590.00
6	2021_HLL_69213_6	UV & white light transilluminator	1	NA	Rs. 590.00
7	2021_HLL_69213_7	Vertical Gel Electrophoresis Apparatus with Western Blotting Apparatus	1	NA	Rs. 590.00
8	2021_HLL_69213_8	Elisa Reader with Washer	1	NA	Rs. 590.00
9	2021_HLL_69213_9	Refrigerated Centrifuge	1	NA	Rs. 590.00
10	2021_HLL_69213_10	Deep Freezer (-20°C)	1	NA	Rs. 590.00
11	2021_HLL_69213_11	Deep Freezer (-70°C)	1	NA	Rs. 590.00
12	2021_HLL_69213_12	Water Bath with Shaker	1	NA	Rs. 590.00
13	2021_HLL_69213_13	Horizontal Gel Electrophoresis	1	NA	Rs. 590.00
14	2021_HLL_69213_14	Hot Air Oven	1	NA	Rs. 590.00
15	2021_HLL_69213_15	Electronic Balance	1	NA	Rs. 590.00
16	2021_HLL_69213_16	Water Purification System	1	NA	Rs. 590.00
17	2021_HLL_69213_17	Vacuum Desiccators	1	NA	Rs. 590.00

(2) **e-Tender Enquiry No.: HLL/PCD/IPC-13/2020-21**

SI No.	Description	Schedule
i.	Pre-Tender meeting date and time	12.02.2021,11:00 hrs IST
iii.	Closing date & time for submission of Tender Processing fee <b>in physical form</b>	<b>26-02-2021,1400 hrs (IST)</b>
iv	Closing date & time for submission of online tenders	<b>25-02-2021</b> at 13:00 hrs (IST)
V	Time and date of opening of online tenders	<b>26-02-2021</b> at 14:30 hrs (IST)
vi	Venue for :- <ul style="list-style-type: none"> <li>• Pre-Tender Meeting</li> <li>• Submission of Tender processing fee in physical form.</li> <li>• E-Tender Opening-Techno-Commercial tender</li> </ul>	HLL Lifecare Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307
V	Contact Details	Ph:0120-4071500 Email: <a href="mailto:pcd@hllhites.com">pcd@hllhites.com</a> (Commercial) <a href="mailto:bmenoida@hllhites.com">bmenoida@hllhites.com</a> (Technical)

**Note:** 1. Tender processing fee is inclusive of GST @18% (Our GSTIN: 09AAACH5598K1ZZ). Tender processing fee is non-refundable.

2. This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16<sup>th</sup> 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.

**SPECIFIC Instructions for e-Tender Participation:-**

1. The E-Tenderers shall submit E-Tender Processing Fee in physical form in favour of M/s. HLL Lifecare Ltd. (HLL), payable at New-Delhi, at the scheduled time and venue.
2. Interested bidders are advised to download the complete Tender Enquiry document from the websites [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) for complete details.
3. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPPP website: <https://etenders.gov.in/eprocure/app> only.
4. All prospective bidders may attend the Pre bid meeting. Purpose of the pre-bid meeting is to answer queries / provide clarification that the Bidders may have in connection with the Tender and to give them relevant information regarding the same. A bidder requiring any clarification or elucidation on any issue of the bid document may take up the same with the Procurement Agency in writing through email to [pcd@hllhites.com](mailto:pcd@hllhites.com) one day prior to the pre-bid meeting.
5. **Instruction for Pre Bid Video Conferencing:**  
Prospective bidder will be provided with the link for joining the online pre-bid video conference. It will be displayed on CPP Portal and HLL Website on the morning of the pre-bid date. Procurement Agency will not be responsible for poor connectivity/net availability issue etc.

6. The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected.
7. Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
8. 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.
9. All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 1 above.
10. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PPPolicy 2012 for MSEs as per MSE guidelines issued by MoMSME.
11. 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 is auto extended when a minimum number of bids is not received. This iteration is repeated three times.

**IMPORTANT NOTE :-Tender processing fee (As applicable) should be deposited in the Tender Box located at HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before 26-02-2021,1400 hrs (IST) . Submission beyond stipulated date & time would result in REJECTION of Tender.**

**For and on behalf of Indian Pharmacopoeia Commission  
Head (P & CD)  
HLL Lifecare Limited,  
Procurement and Consultancy Services Division  
B-14 A, Sector -62, Noida -201307,Uttar Pradesh**

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

**A. PREAMBLE**

**1. Definitions and Abbreviations**

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

**1.2. Definitions:**

- (i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “e-Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (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 tenderer 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 tenderer 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) "TED" means Tender Enquiry Document.
- (ii) "NleT" means Notice Inviting e-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) "DP" means Delivery Period
- (xiv) "BG" means Bank Guarantee
- (xv) "CD" means Custom Duty
- (xvi) "BL" means Bill of Lading
- (xvii) "FOB" means Free on Board
- (xviii) "FCA" means Free Carrier
- (xix) "FOR" means Free On Rail
- (xx) "CIF" means Cost, Insurance and Freight
- (xxi) "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.
- (xxii) "GST" means Goods & Sales Tax
- (xxiii) "RR" means Railway Receipt
- (xxiv) "FOR" means Free On Rail
- (xxv) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxvi) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxvii) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xxviii) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
- (xxix) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxx) "IPC" means Indian Pharmacopoeia Commission

## 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 Deleted

### **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. e-TENDER ENQUIRY DOCUMENTS

This tender document should be read in conjunction with the Notice Inviting e-Tender (NIeT) a copy of which is enclosed with this document. All clauses should be read in conjunction with any other instructions given elsewhere in this document on the same subject matter of the clause.

### 8. Content of e-Tender Enquiry Documents

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

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Deleted
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Deleted
- Section XX – Check List for the Tenderers
- Section XXI – 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 Any amendment shall be uploaded on the designated website (<https://etenders.gov.in/eprocure/app>) only and no separate communication/advertisement shall be issued in this regard. It is the responsibility of the bidder to check the website from time to time before closing of bid.

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

- 10.1.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to [pcd@hllhites.com](mailto:pcd@hllhites.com) and [bmenoida@hllhites.com](mailto:bmenoida@hllhites.com). The E-Tendering authority will respond to such request by publishing its reply on E-Tender portal, provided the bidder attended the pre bid meeting with their written request. **Any queries/representations received other than the pre-bid meeting will not be taken into cognizance. No verbal communication will be considered.**
- 10.2 The response to the bidders' clarification will be uploaded on the designated website (<https://etenders.gov.in/e procure/app>).

## C. PREPARATION OF e-TENDERS

### 11. Documents Comprising the e-Tender

- 11.1 The tender shall be submitted **ONLINE ONLY, EXCEPT TENDER PROCESSING FEE** (in physical form) as mentioned below:

(i) Technical Bid consisting of Techno-Commercial bids 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. Bidders have to ensure that the documents uploaded in pdf format are legible. Technical & BOQ Compliance Sheet of all the products (items) is uploaded in excel format online on <https://etenders.gov.in/e procure/app>. Bidders are requested to download excel file of the same and fill out the details in excel file and upload the filled compliance sheet on e-procure website. **Tempering of Excel files may tantamount to rejection of your bid.**

Note: No rates are to be mentioned against the specification anywhere in the technical bid.

(ii) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry.

### DO NOT'S

Tenderers are requested **NOT** to submit the hard copy of Financial Bid along with the physical form of tender. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will **RESULT IN REJECTION** of the tender.

### A) Techno – Commercial Tender (Un priced Tender)

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

- 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.
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form as per Section XIV.
- v) Power of Attorney issued by Competent Authority in favour of the person **who is digitally signing/ uploading the tender(s)** and signatory of Manufacturer's Authorisation Form
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XII filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XX.
- 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. ISO/ US FDA /CE /BIS Certificates issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.
- xv) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvi) 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.
- xvii) 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) during last two years.
- xviii) Copies of original product catalogues / data sheet must be enclosed of all quoted items.
- xix) ***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.***
- xx) This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16<sup>th</sup> September 2020). Participating bidders need to submit relevant make in India authorization certificate.
- xxi) 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 Bid:**

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

**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) **Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges / Consideration (Either for equipment, CMC or Turnkey (if any) etc.) the bid shall be treated as unresponsive and will not be considered.**

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

(iv) The bidders have to follow the steps listed in *CPPP Portal* for uploading the Price Bid.

11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

## **12. Tender currencies**

12.1 Prices shall be quoted only in Indian Rupees.

12.2 Deleted.

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

## **13 Tender Prices**

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.

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

13.3 The price quoted by the tenderer for goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/firm/organisation or department of Govt. of India.

13.3.1 If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

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

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

- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like Custom Duty, and/or GST etc. already paid or payable 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 finished goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- g) **Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges / Consideration (Either for equipment, CMC or Turnkey (if any) etc.) the bid shall be treated as unresponsive and will not be considered.**

**13.4.2 Deleted**

**13.5 Additional information and instruction on Duties and Taxes:**

13.5.1 If the Tenderer desires to ask for GST or any other taxes 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 entry tax/town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

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

**13.5.3 Customs Duty:**

**NA**

**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 Deleted.

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

13.8 Deleted

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**

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

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

**16. Alternative Tenders**

16.1 Alternative Tenders are not permitted.

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

16.3 Only one tenderer is permitted to quote for the same manufacturer irrespective of models.

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) Deleted
  - d) Deleted

**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 120 days (One Twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender. A tenderer, however, may not agree to extend its tender validity.
- 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 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 as per following documents **(ONLY Online submissions for all the documents.)**
- 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, delivery period, delivery terms, payment terms etc
  - e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept./ Agencies
  - f) Copy of PAN and GSTIN certificate.
  - g) Certificate of Incorporation/Declaration being a proprietary firm.
  - h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2019 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) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
  - 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.***

**(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) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered”.
- 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.

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

## **E. TENDER OPENING**

**25. Opening of e-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. 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, whether the documents uploaded are in legible form and whether the Tenders are generally in order.

27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the responsiveness of each Tender to the TE Document. For purposes of these clauses, a responsive Tender is one, which conforms to the technical specifications and all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Bid securing declaration, Tender validity, terms of delivery, liquidated damage, terms of payment, warranty period will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

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

- (i) Deleted
- (ii) Deleted
- (iii) Tender validity is shorter than the required period.
- (iv) Bid security declaration have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry Technical specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period, integrity pact etc.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.

- (xii) Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements.
- (xiii) The tenderer has submitted hard copy of price bid (**ONLY ONLINE SUBMISSION OF PRICE BIDS ARE ALLOWED**)
- xiv) ***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.***
- xv) ***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 tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/e-mail etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.
- 28.2 The purchaser may seek clarifications of historical nature from the tenderers which has no bearings on prices.

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

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

**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 25<sup>th</sup> July 2016.](#))

**32. Conversion of tender currencies to Indian Rupees**

32.1 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. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

**34. Comparison of Tenders**

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation if so indicated in the tender enquiry document for a period of seven years. **The tenderers should also quote CMC for 7 years subsequent to 3 years warranty and 7 years CMC** will also be added for comparison/ranking purpose for evaluation.

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

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

i) In the case of goods manufactured in India or goods of foreign origin already located in India, 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 1<sup>st</sup> 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 Udyog Aadhar Memorandum Number/ Udyam Registration Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.**

35.4 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-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.**

**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/Indian Pharmacopeia Commission 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" without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser/ Indian Pharmacopeia Commission reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

**41. Notification of Award**

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which 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 fifteen days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

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

- 43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for 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:
    - “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - “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)**

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>	<b>Page No.</b>
A	1 to 7	Preamble	No Change	11
B	8 to 10	TE documents	No Change	12
C	11 to 21	Preparation of Tenders	No Change	13
D	22 to 24	Submission of Tenders	No Change	20
E	25	Tender Opening	No Change	21
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	22
G	38 to 45	Award of Contract	No Change	28

**SPECIAL INSTRUCTIONS TO TENDERERS  
(SIT)**

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.

**A Preamble**

**No Change**

**B TE documents**

**No Change**

**C Preparation of Tenders**

**Extra information**

**D Submission of Tenders**

**Extra information**

**E Tender Opening**

**No Change**

**F Scrutiny and Evaluation of Tenders**

**Extra information**

**G Award of Contract**

**No Change**

**PREPARATION OF e-TENDERS**

*The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.*

B) Price Bid: Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges / Consideration (Either for equipment, CMC or Turnkey (If any) etc.) the bid shall be treated as unresponsive and will not be considered.

#### SUBMISSION OF e-TENDERS

(i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.

(ii) Except Tender Processing Fee, all document(s)/ information(s) including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.

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

**PRICE BID (ONLY ONLINE):** Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered”.

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

**1. Application**

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

**2. Use of contract documents and information**

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

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

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

**3. Patent Rights**

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

**4. Country of Origin**

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

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

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

**5. Performance Security**

5.1 Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to 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, initially valid for a period of minimum 42months from the date of Notification of Award.

5.2 The Performance security shall be denominated in Indian Rupees as detailed below:

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

- 5.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the government/purchaser 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/purchaser.
- 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 & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Institute 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 to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no 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 in SCC. 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 in SCC, 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 /shall be at consignee site, 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 & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract .
- 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 consignee's premises. If such goods are not removed by the supplier within the period aforementioned, 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 supplier's



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 Deleted

## **9. Terms of Delivery**

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

## **10. Transportation of Goods**

10.1.1 Deleted

### **10.2 Instructions for transportation of domestic goods including goods already imported by the supplier.**

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. The supplier shall be responsible for all loss ,destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

## **11. Insurance:**

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

i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured making the consignee as beneficiary for an amount equal to 110% of the value of the goods from "warehouse to warehouse" (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 be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee is completed. 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 including their prices:

- a) Spare Parts list and prices of parts, consumables should be mentioned clearly and quoted. Tenderers should also mention regarding the availability of spares for at least eight years.
- b) 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
- c) In case the production of the spare parts is discontinued:
  - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

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

## **13. Incidental services**

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

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

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

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

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

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

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

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

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 This warranty shall remain valid for the period as mentioned in the list of requirement after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.
- a. No conditional warranty will be acceptable.
  - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
  - c. Replacement and repair will be under taken for the defective goods.
  - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the tender enquiry documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of Thirty Six (36) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced with a new one and fresh

warranty as per Clause 15.2 above shall be applicable. The decision of the purchaser in this respect shall be final and binding on the supplier.

- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

**16. Assignment**

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

**17. Sub Contracts**

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

**18. Modification of contract**

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of despatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

**19. Prices**

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

**20. Taxes and Duties**

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

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

20.3 Deleted

**21. Terms and Mode of Payment**

**21.1 Payment Terms**

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

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

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

**a) On delivery:**

90 % 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 recoveries, if any:

- (i) Four copies of supplier's invoice indicating Bill to Consignee through M/s HLL Lifecare 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) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11
- (vi) Certificate of origin.

**b) On Acceptance:**

Balance 10 % 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.

**B) Payment For Imported Goods:**

- (i) Deleted.

**C) Payment of Turnkey, if any:**

Turnkey payment will be made to the supplier in Indian rupees indicated in the relevant Price Schedule and shall not be subject to further escalation / variation.

**C) Payment for Annual Comprehensive Maintenance Contract Charges:**

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract 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 Indian Rupees Only.
- 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 etc.) 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 receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

**22. Delivery Schedule**

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. **The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.**
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,

- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.

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

## **22.6 Passing of Property:**

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

## **23. Liquidated damages**

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee

under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. ***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 will forfeit the performance security and may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit . The supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

#### **25. Termination for insolvency**

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

#### **26. Force Majeure**

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall



continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. Termination for convenience**

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

## **28. Governing language**

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

## **29. Notices**

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

## **30. Resolution of disputes**

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.1.1 Settlement of disputes through Pre-institution mediation and settlement in accordance with commercial courts, commercial division and commercial Appellate division of High Courts (Amendment) Act, 2018, No.28 of 2018 CHAPTER III A.

- 30.2 If the parties fail to resolve their disputes of differences 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. Such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the CMD of HLL. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

### 31. **Applicable Law**

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

### 32. **Withholding and Lien in respect of sums claimed**

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

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

### 33. **General/ Miscellaneous Clauses**

- 33.1 Each member/constituent of the Supplier/its Indian Agent/CMC/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.2 The Supplier/its Indian Agent/CMC/AMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC/AMC or the Contract.
- 33.3 The Supplier/its Agent/CMC/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee 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.
- 33.4 All claims regarding indemnity shall survive the termination or expiry of the 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. 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>.

2. 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>

3. 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.

## SECTION - VI

## LIST OF REQUIREMENTS

## Part I

Sl. No.	Brief description of goods and services (Related specifications etc. are in Section –VII)	Qty. (Nos.)	Warranty (Years)	CMC (Years)
1	Analytical balance with printer (semi micro)	1	3 Years	7 Years
2	Mini Protean tetra cell / Vertical gel electrophoresis along with power supply	1	3 Years	7 Years
3	Bath sonicator with chiller	1	3 Years	7 Years
4	Precision water bath	1	3 Years	7 Years
5	Gel Rocker reciprocating type with variable speed	1	3 Years	7 Years
6	UV & white light transilluminator	1	3 Years	7 Years
7	Vertical Gel Electrophoresis Apparatus with Western Blotting Apparatus	1	3 Years	7 Years
8	Elisa Reader with Washer	1	3 Years	7 Years
9	Refrigerated Centrifuge	1	3 Years	7 Years
10	Deep Freezer (-20°C)	1	3 Years	7 Years
11	Deep Freezer (-70°C)	1	3 Years	7 Years
12	Water Bath with Shaker	1	3 Years	7 Years
13	Horizontal Gel Electrophoresis	1	3 Years	7 Years
14	Hot Air Oven	1	3 Years	7 Years
15	Electronic Balance	1	3 Years	7 Years
16	Water Purification System	1	3 Years	7 Years
17	Vacuum Desiccators	1	3 Years	7 Years

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

90 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).

**b) Deleted.****Part III: Scope of Incidental Services:**

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

Installation & commissioning shall be completed within 15 days of handing over the site of installation, complete in all respect by the consignee. The date of handing over the site has to be intimated by the supplier to the purchaser. The delay on the part of the supplier to install & commission the equipment will also attract the provisions as contained in the liquidated damage clause.

In case the installation & commissioning is delayed for any reason(s) for which the consignee is responsible, 5% of the contract price shall become payable, after the expiry of 4 months from the date of arrival of the last consignment at site, subject to furnishing of a bank guarantee of equivalent amount. The remaining 5% shall be payable against final acceptance certificate to be issued by the consignee.

**Part IV:**

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

**Part V: Warranty/CMC**

Warranty: 3Years

Comprehensive Maintenance Contract (CMC) for 7Years as per details in Technical Specification.

**Part VI:**

**Required Terms of Delivery and Destination.**

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

At Consignee Site – Specified in the List of Requirements

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

**b) Deleted.**

**Destination/Consignee details are given in Section XXI**

## Section – VII

### Technical Specifications

- Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). 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: Tenderers are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centers across the country on every preventive maintenance call.
- Note 3:** OPTIONAL ITEMS: Tenderers are requested to quote for all the available options as asked in the Tender enquiry document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose. If the firm has not quoted for any optional item (except the items of turnkey) their offer will be treated as TECHNICALLY RESPONSIVE if otherwise meeting the specification.

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(P.T.O for Schedule wise Technical Specification)

**Schedule 1****Analytical Weighing balance with printer**

<b>ANALYTICAL BALANCE WITH PRINTER (Semi Micro)</b>		
<b>S.NO</b>	<b>SPECIFICATIONS</b>	
1.	Capacity(kg)	220gm
2.	Resolution (gms)	0.01mg
3.	Speed of measurement	3 Sec
4.	Tare provision	Yes
5.	Internal calibration	Yes
6.	Adjustment	Internal/FACT
7.	Class type	Class-I
8.	Type of electronic weighing machine	Electronic precision pan balance
9.	Display	LCD
10.	Material of platform	Stainless steel
11.	Relative humidity	85% or better
12.	Connectivity to computer	Yes
13.	Interface	USB port
14.	Operating temperature range	Ambient
15.	Conformity to Indian standard, IS: 9281-3(1981) part i,ii,iii and part iv (latest)	yes
16.	Printer compatible and Should be supplied with Printer	
17.	Warranty in years	Minimum 3 years
18.	Each weighing machine should be supplied with calibration certificate under weights and measures act	
19.	Model approval certificate, type test and calibration certificate be furnished at the time of supplies	
20.	Should have availability of test certificate from Government/NABL/ILAC accredited lab to prove conformity of specification as per (IS: 9281-2(1979)	
21.	Model approval certificate for each model from director legal metrology	Yes

- List of consumables and spare parts should be submitted with the bid



**Schedule 2****Mini Protean tetra cell / Vertical gel electrophoresis along with power supply**

<b>Mini Protean tetra cell / Vertical gel electrophoresis along with power supply along with power supply</b>		
<b>S.NO</b>	<b>SPECIFICATIONS</b>	
1.	Number of gels	1-2 or 4
2.	Glass plates and dimension (cmX cm)	4 sets & 10X10 (approx.)
3.	Dimensions of Gel in cm x cm	8X8.5 (approx.)
4.	Number of Well combs	15 [5well (12-13mm), 10 wells (5-6mm)]
5.	Combs and spacer thickness	1.0 mm thickness
6.	Construction of Unit	Moulded
7.	Should have option for Upgradable	
8.	Complete set of Gel casting Module should be Included	
9.	Should be precast gel compatible	
<b>Power supply unit</b>		
10.	Should be supplied with power supply unit	
11.	System should be provided with atleast three sets of output terminals to deliver constant voltage or current	
12.	Output range	voltage: 10-300v; current: 4-400ma; power: 75 watts or better
13.	Display	LED display for voltage, current, power and time
14.	Safety feature	Overload/short circuit detection; over voltage protection
<b>Miscellaneous parameters</b>		
15.	Comprehensive Warranty	3 Years (Any value)
16.	User/Technical/Maintenance/Instruction manual to be supplied in original to be supplied in English in hard and soft copy	
17.	More than 3 nos of installations of the machine in Central /State/PSU Govt medical/scientific/research institutions. Should supply a performance certificate of the device	
18.	Availability of toll free facility for technical support maintained by OEM or authorized agencies. The Principal Manufacturer should have authorised service centre In India	
19.	Should provide demonstration of equipment and training to be provided after completing supplies before acceptance	
20.	Should comply with CE Certification for product	
21.	Certification date and number	CE1808102 30.8.2018
22.	Quality system certifications of manufacturer	ISO 13485 and 9001
23.	Conformity to standard for for electrical safety latest amendment	IEC- 60601-2-40 or BIS Equivalent

- List of consumables and spare parts should be submitted with the bid

**Schedule 3**  
**Bath sonicator with chiller**

S.No	SPECIFICATIONS	
1.	Water bath chamber capacity	18 to 22 litre
2.	Chamber construction	Double walled rectangular chamber
3.	Material of outer chamber construction	Epoxy/ powder coated Stainless steel SS304
4.	Type of temperature controller	Digital controller cum indicator
5.	Temperature range of bath chamber	15° C to 80° C
6.	Temperature control sensitivity	±0.5 or better
7.	Least temperature increment step	5° C
8.	Type	With chiller
9.	Safety Features	Redundant safety thermostat
10.	Availability of test report from Central Govt/ NABL/ILAC accredited lab to prove conformity to specification	Yes
11.	Warranty period	Minimum 3Years
12.	Manufactured by ISO 9001: 2008 or latest certified firm	Yes
13.	Lid/ cover provided	Yes

- List of consumables and spare parts should be submitted with the bid

**Schedule 4**  
**Precision water bath**

<b>S.No</b>	<b>Specifications</b>	
1.	Temp Range	Ambient to 100 C
2.	Sensitivity	±0.05°C
3.	Type	Circulating
4.	Type of temperature controller	Digital controller cum indicator
5.	Control for heater and circulator pump	Single
6.	Chamber Capacity	30-40 Ltr
7.	Lid Shape	preferably Dome Lid
8.	Easy-to-maintain, seamless stainless-steel interior chamber and epoxy powder coated exterior resist corrosion and chemical damage	
9.	Reports	Calibration & other Testing Reports required
10.	Warranty period	Minimum 3Years
11.	ASTM E715 Class IIA standards for uniformity	

- List of consumables and spare parts should be submitted with the bid

**Schedule 5**  
**Gel Rocker reciprocating type with variable speed**

S.NO	Specifications	
1	Speed measurement	Digital OPM/ Speed meter.
2	Shaking	Reciprocating type
3	Speed Range	Variable from 70 to 300 oscillations per minute.
4	Material	Mild steel sheet duly power coated and top surface covered with non slip mat
5	Motar	Heavy duty electric motor for continuous rating
6	Warranty period	Minimum 3Years

- List of consumables and spare parts should be submitted with the bid

**Schedule 6**  
**UV & white light transilluminator**

S.No	Specifications	
1.	Type of illuminator	Benchtop type
2.	Wavelength type	Multiple
3.	Selection of intensity	Single/variable intensity
4.	Min. Detection	1 ng
5.	UV safety screen	Yes
6.	Cooling system	By fan air cooling
7.	List of accessories	Cable, cover
8.	Lighting Type	UV and White
9.	Includes	White light and UV working areas, UV blocking cover
10.	Warranty period	Minimum 3Years
11.	List of consumables and spare parts should be submitted with the bid	

**Schedule 7**

**Vertical Gel Electrophoresis Apparatus with Western Blotting Apparatus**

**Vertical gel electrophoresis apparatus**

- Number of gels : 1-2(approx. 8x7 cm)
- Spacers (2 sides) : 1mm & 1.5 mm thickness
- Flexible- Capable of running hand cast as well as precast gel.
- Comb: Ridged combs 8 or more wells

- Gel casting stand, no tapes or grease
- Grounded glass plates with permanently bonded spacers or casting using spacer plate & Leak proof, tape free and easy assembly
- Should include at least 5 sets of compatible glass plates (spacer plate and shorter plates) and 2 casting frames.
- Should include all the accessories of SDS-PAGE gel including sample loading guide, electrode assembly, tank, lid with power cables.
- Total buffer volume for 2 gels : approx. 700 ml
- Typical run times for SDS-PAGE : approx. 35- 45 min (at 200 V constant)
- Should be a modular system to support blotting in the same system.
  
- Running and casting module should be different
- Interchangeable module- System should be upgradeable/ capable of using blotting module to do western blotting.
- Should have sample loading guides to prevent the skipping or repeated loading lanes
- Along with Suitable powerpack to accommodate atleast two electrophoresis units simultaneously.

**Western blotting unit:**

- Above gel size(approx. 8x7 cm)
- Capacity: to run at least 2 mini gels simultaneously
- Modular system with dedicated buffer cooling unit and compatible with the mini-SDS-PAGE gel apparatus.
- High field strength for rapid transfers
- Can run overnight
- Efficient protein transfer
- Available as complete stand-alone apparatus or as a module compatible with Vertical gel electrophoresis apparatus
- Color coded cassettes and electrodes to ensure proper orientation.
- All the required accessories like buffer tank, electrode module, gel holder cassette, fiber pad and lid with power cables, brochure in original must come with the equipment.
- Operational voltage: 220 $\pm$ 20V.
- ISO, CE and suitable certifications.
- 

**Gel imaging system:**

- Suitable PC with suitable data analysis software and colour printer
- Darkroom, UV transilluminator, white illumination, camera, power supply, cables
- Chemiluminescence, Fluorescence, Colorimetry/densitometry
  
- Should be capable of performing densitometry and calibrated colorimetric gel and blot quantitation with automatic self-calibration before every run using built-in NIST-traceable.
- Should be capable to handle wet samples of variable thickness.
- Suitable automated workflow software for Imaging and Analysis.
- Software package comply with 21 CFR Part 11 requirements.

- Internal calibration should be validated with an external NIST-traceable target to confirm accuracy and reproducibility using an optional calibrated densitometer installation and operations qualifications (IQ/OQ) kit
- Training and free installation
- **Suitable Gel Dryer and White light conversion screen**
- List of consumables and spare parts should be submitted with the bid

## Schedule 8

# Elisa Reader with Washer

### ELISA reader:

- **Detection mode:** Absorbance
- Should be fully automatic, able to support all plate formats U bottom, V bottom and flat bottom 96-well micro plates.
- PC based system.
- **Optical System:** Filter-based (up to 8 filters approx. or more)
- **Plate type:** 96 well microplate including strip well microplate
- Optical systems: LED lamp/ UV Xenon flash lamp.
- **Light source:** Tungsten halogen
- **Detector:** Photodiode
- **Reading Time:** less than 15 Seconds for 96 wells or better
- **Wavelength range:** 340 to 900 nm, Wave length selection should be double monochromatic with 1nm increment
- System should have capability to do qualitative, quantitative, kinetics with any formulae including validation, transformation, and factors and floating cut off
- **Absorbance range: 0-4 OD**
- Resolution: 0.001 OD or better
- **Shaking and incubation:** Up to 50°C temperature, Inbuilt shaking mode
- Linearity : 0-2 OD :  $\leq 1\%$  or better along with high accuracy and precision
- System should perform self-check before every measurement
- Display: Operation through PC with suitable software with printer
- PC Software packages (windows<sup>®</sup> compatible) for on board data analysis.
- Automatic calibration
- Open system with software compatibility to any type of ELISA kits
- System should come with a comprehensive software package allowing colorimetric and turbid metric analyses, as well as report analysis for raw data, absorbance, limit, matrix, normalization, and curve fit
- Should comply with 21 CFR parts 11
- Supplied with branded computer with suitable licensed software and laser color printer.
- Training by vendor

### ELISA WASHER

- Fully automatic plate washer.
- Programmable.
- Alarm for monitoring the overflow and wash solution.
- Dispensing and aspirating needles should be separate
- Plate type: 96 well plates including strip well microplate
- Wash volume: 50 to 1000 $\mu$ L
- Bottles: 2L wash bottle, 2L waste bottle
- Washer should have 8 or 12 channel wash head
- Should have 2-4 independent liquid channels
- Wash volume per well should be programmable
- Should have residual volume of <2ml
- Should have strip selection option which allows to wash selected strips only
- The supplier should provide comprehensive training to users on operation of the instrument and application support on site as per specifications

- Compatible online UPS with at least 30 minutes backup
- Calibration according to NIST/ DKD/PTB/ UKAS/NPL/UL/CUL listed.
- 1-4 Wash liquid channel option –Standard -2
- Equipment should be un-pressurized, capable of using any bottle or container
- Cell washing should be standard feature
- Suitable for U,V& flat bottom micro plate etc
- Display: LCD/LED
- Accessory package including bottles, tubing, and maintenance kit
- Certification and compliance: CE Marked
- List of consumables and spare parts should be submitted with the bid



## Schedule 9

### Refrigerated Centrifuge

- **Model:** Table top
  - **Temperature range :** -10°c to +40°c or better, along with short spin key, fast cooling & stand-by cooling option, 10 acceleration & deceleration rates with at-least 35 program memory
  - **Rotors:**4X 250 ml down to reaction vials with Variable rotor heads.1) fixed angle rotor accommodating at least 24x 1.5/2ml tubes (Can go up to a speed of approximately 14500 rpm or 23,000g), 2) fixed angle rotor accommodating at least 6x 15/50ml (can go at a speed of approximately 7000 x g) and 3) a cell culture plate/plate rotor (can go at a speed of approximately 2000 x g) or better
  - It should have an option to accelerate and decelerate the speed at various rates.
  - Noise level should be less than 60 dB.
  - Must be supplied with compatible wall mountable stabilizer.
  - Three years warranty and on-site repair services as and when required.
  - **Max RPM/RCF:** 15000/24000 (fixed angle)
  - **Control:** Microcontroller with digital display and timer : 0-99 min, digital
  - **Safety:** Imbalance detector with cutoff, over current overheating safety cutoff
  - **Brake:** Dynamic
  - Safety lid interlock to prevent cover opening during centrifugation
  - Voltage stabilizer
- According to national and international safety regulations
- List of consumables and spare parts should be submitted with the bid

## Schedule 10

### Deep Freezer (-20°C)

- **Type:** Vertical
- **Accuracy and Uniformity:** ±5°C
- **Temperature:**upto -20°C or lower
- **Noise (db) :** ≤60 db
- **Capacity:** at least approximately 400 to 450 liters
- **Temperature Control:** Microprocessor with digital / LED display
- **Inner Chamber Material:** Stainless Steel (Non Corrosive, Non Magnetic)
- **Insulation:** for body and door
- **Stabilizer:** Inbuilt
- **Alarm:** Open door alarm, power failure alarm, Audio-visual Alarm for temperature variation
- **Compliance:** 21 CFR requirement
- **Others**
  - CFC free, HCFC-FREE non-flammable and hermetically sealed cascade refrigeration system with compressor
  - Mounted Heavy duty Castor wheels for easy movements
  - Duly Polished 304 Grade Stainless Steel inner chamber or better material

- Outer body made-up of Mild Steel with Epoxy Powder coated and rusting free material
- Fin & Tube type air-cooled condenser or any other better technology
- Double walled main door with sub doors arrangements , Sub doors made of FRP Sheet or better material with special silicon Gasket system for leak proof
- Heavy duty hinges with toggle type
- High density PUFF Insulation of 125mm thickness is filled on all side including door
- Power supply 230 V, AC, 50 Hz
- Three years warranty on freezer and at least 5 year warranty on compressor
- Freezer should have noise level <60 db while operating
- Freezer must have ISO 9001- safety requirements and Electrical safety CE certified or UL certification.
- Chart recorder, Racks, divider and boxes etc. to be quoted optional.
- Warranty: Freezer should have three-year comprehensive warranty and 5 year warranty for compressor
- Preference will be given to freezer with best energy efficiency
- List of consumables and spare parts should be submitted with the bid

### **Schedule 11**

## **Deep Freezer (-70°C)**

- **Type:**Vertical
- **Continuous working Temperature Range:**-50° to -86°C, Should be able to maintain minimum temperature at up to 35°C ambient temperature
- **Capacity (Metric):**at-least approximately 400 to 450 liters
- **Back up Systems:** CO<sub>2</sub> or LN<sub>2</sub> Optional
- **Defrost:** Automatic or Manual
- **Temperature control:**Microprocessor Digital controller with PT 100 sensor Control
- **Display:**Push Button LED Digital controller and display, should have back up for the display and security lock for the display.
- **Port:** Freezer must have RS 232/USB interface data logging port
- **Alarm:** It must also have on board SMART diagnostic software, Audio-visual Alarm for temperature variation
- **Doors:**Double, at least 5 Individual Inner Doors (for individual 5 shelves), Outer door should be lockable, Heavy-duty lockable castors and lockable outer doors and lids.
- **Others**
  - Robust, adjustable, heavy duty lockable wheels are must
  - Should be supplied with compatible, wall mountable stabilizer.
  - Should be supplied with following accessories: fifteen stainless steel clip racks that can hold standard 2 inches boxes (should be supplied with boxes and box dividers), one ice scraper, two cryo-safety gloves

- CFC free, HCFC-FREE non-flammable and hermetically sealed cascade refrigeration system with compressor
- High density PUFF Insulation of 125mm thickness is filled on all side including door
- should have high quality grade stainless steel interior and tough powder coated exterior finish constructed on steel
- Freezer should have noise level <60 db while operating
- Freezer must have ISO 9001- safety requirements and Electrical safety CE certified or UL or FDA class I certified.
- Chart recorder, Racks, divider and boxes etc. to be quoted optional.
- Preference will be given to freezer with best energy efficiency
- **Warranty:** Freezer should have three-year comprehensive warranty and 5 year warranty for compressor.
- Preference will be given to freezer with best energy efficiency
- List of consumables and spare parts should be submitted with the bid

## Schedule 12

### Water Bath with Shaker

- **Capacity:** 15 litres or more
- **Temperature range:** Ambient +5°C to 100°C
- **Temperature accuracy:** ±1.0°C
- **Temperature Setting:** Digital
- **Temperature Reading:** Digital
- **Temperature Control:** Digital PID microprocessor based
- **Display:** Digital temperature indicator cum controller with precise accuracy and shaking speed regulator
- Double walled with exterior body and inner chamber of stainless steel with effective insulation in between,
  - **Interior material:** Corrosion Resistant, Highly Polished Stainless Steel 304,
  - **Exterior material:**Stainless steel 304
- **Heating Elements:** Made of High grade materials
- **Shaking speed:** 40-180 Stroke per minute or better, with stroke length 20 mm or better
- **Shaking rack material:** Stainless steel
- **Rack/tray type:**Stainless steel tray with clamps for 100ml, 250ml and 1000ml conical flasks and test tube racks
- **Warranty:** Minimum 36 months from the date of installation
- On site calibration of temperature probe with traceability by supplier on installation and every six months during warranty and suitable training
- List of consumables and spare parts should be submitted with the bid

### **Schedule 13**

## **Horizontal Gel Electrophoresis**

- **Complete set:** Including base gel running unit, safety lid, at least two casting trays and combs, gel caster with tape free casting, cables, leveling bubble,
- **Gel Casting Tray:** Standard forms
- **Combs:**
  - Fixed-height combs, adjustable height combs and multichannel pipette compatible
  - 1.0 mm – 4 wells, 8 wells/ 12 wells
  - 2.0 mm – 4 wells, 8 wells / 12 wells
- **Main Unit:** Buffer tank with single moulding casted
- **Gel tray:** UV Transparent gel tray with an integrated fluorescent ruler & safety lid
- **Base Buffer volume:** ≤600mL
- **Bromophenol Blue Migration:** ~3.0 – 5.0 cm/hr (at 75V) or better
- **Gel Caster:** Universal gel caster and casting gates
- **Electrophoresis chamber:** Made of rigid plastic, With two separate troughs, anodic &cathodic
- **Power Pack:**
  - Power Supply: Power source with direct current
  - Volts: 0-300 V approx. ; Current: 0-400mA
  - Power:75 W or more
  - Type of Output: Constant current, voltage
- List of consumables and spare parts should be submitted with the bid

### **Schedule 14**

## **Hot Air Oven**

- **Capacity:** 200 to 300 litres or better
- **Outer Chamber:** Stainless Steel 304 dull smooth buff
- **Inner Chamber:** Stainless Steel mirror 304 polished
- **Shelves (Nos.) :** 2-3 Stainless Steel shelves (removable)
- **Insulation:** Minimum 75 mm thick glass wool/ceramic wool/PUF/ Rock wool insulation
- **Temperature:** Ambient to 250°C or better
- **Temperature accuracy:** ±0.5°C
- **Air circulation:** Motor and blower for continuous air circulation or better

- **Heating element:** SS Nichrome wire air heaters or better
- **Heaters :** Triple walled three side heaters
- **Temperature Controller:** Microprocessor based or better
- **Display:** Digital
- **Temperature sensor type:** PT 100 RTD type Class A with accuracy  $\pm 0.25^{\circ}\text{C}$  or better
- **Alarm:** Safety alarm system to cut off the supply in case of overshoot
- Suitable number of perforated trays stainless steel
- Minimum 12 months warranty from the date of installation
- Adjustable ventilator, castor wheels, MCB, Adjustable tray height
- **Optional Spares:** Air Circulating Fan, 3 Heat Switch, Thermometer.
- On site validation for loaded and unloaded condition by 8 temperature probes to be done with traceability by supplier on installation and every six months during warranty and suitable training
- IQ, OQ, PQ and DQ documentation
- NABL Certification
- Manufacturer calibration certificate
- List of consumables and spare parts should be submitted with the bid

## **Schedule 15**

### **Electronic Balance**

- **Maximum Capacity:** 220g
- **Readability:** 0.01mg
- **Repeatability:** 0.01mg or better
- **Linearity:** 0.2mg or better
- **Response time/Settling Time:** 1.5 seconds or better
- **Weighing mode:** Grams (g), Milligrams (mg)
- **Pan Size:** Circular 3.5" (90mm) Diameter or 73 mm x 78 mm approx; or more
- **Calibration:** Internal automatic
- **Overload protection:** Up to 100kg
- **Documented minimum weight:** 20 mg
- **Printer and PC connectivity:** Via USB or RS232 port or Bluetooth Connectivity with device / PC
- **Display:** Large for easy readout of results on LCD

- **Tracking feature:** Should have capability to track the available capacity of balance
- **Data Transfer:** Data should be transferred to PC without the use of software
- **Date and Time Feature:** Should be as per GLP requirement
- **Other features:** Should have options for piece counting, formulation, totaling, check weighing, free factor, density check weighing function against reference weight
- **Warranty:** Minimum 3 years from the date of installation
- **Documents and Trainings:** Should be provided and installed with valid first time calibration Certificate, IQ – OQ and PQ documents
  - On-site Calibration with traceable reference material, to be done by the supplier on installation.
  - On-site training at the time of installation.
  - Should be quoted along with suitable color printer to perform Statistical application.
- List of consumables and spare parts should be submitted with the bid
- 

## **Schedule 16**

### **Water Purification System**

- **General:** Compact, Wall mountable, sleek water purification system for Ultra – Pure Type-I water for molecular biology application.
- **Quality of water:** Should deliver Type I and type II as per International specifications
  - **Resistivity:** 18.2 MΩcm; **TOC (typical):**< 5ppb; **Bacteria:**<1CFU/10ml, **Endotoxin:**< 0.001 EU/ml; **RNase:** 20 pg/ml; **DNAase:**0.002 ng/ml.
- **Important :** Should have an ability to deliver Type II water also
- **Volume:** 10-12 litre/day.
- **Flow Rate:** ≥ 2 L/min of Type 1 ultrapure water, 5 L/h or 10 L/h of Type 2 pure water, 8 L/h or 16 L/h of Type 3 pure water
- **Feed –water:** Potable tap water

**General Essential Features:** (i) Preferably should start giving pure water immediately after start. (ii) Should have built in RO, Dual Wavelength UV lamp, Purification pack or DI cartridge. (iii) Should have built-in integral tank with minimum 5-7 litre capacity. (iv) Facility to attach external point of use Bio filter or any such filter to control endotoxin.

- **Dispenser:** Should have a flexible handle dispenser, preferably, with a facility of: A] Variable flow drop by drop up to 2 litres per minute. B] Locked dispense for glassware filling. C] Auto volume dispense from 50ml to 60 liters.
- **Display:** TOC TEMPERATURE, conductivity, volume dispensing, alarm and tank water level indicator.
- **Other important features:** Sanitization facility to avoid contamination (i) Facility of intermittent water recirculation to avoid contamination build-up. (ii) USB Port to capture data.

- **Accessories:** (i) UPS/Stabilizer/CVT as required for functioning of the equipment (ii) All cartridges, filters, pump or any such item which is /are essential for Installation and functioning /operating the equipment.
- **Consumable:** Must Quote separately for consumables (cartridges, filters etc.) for ONE YEAR for trouble free working.
- **Warranty:** For TWO years guarantee plus warranty for at least three years.
- List of consumables and spare parts should be submitted with the bid

### Schedule 17

## Vacuum Desiccators

- **Material:** Top: Premium plastic/ Polycarbonate Bottom: Polypropylene, removable 3-way Teflon stopcock. Silicon or Neoprene O-Ring on rim for perfect sealing
- **Pump:** Hold a full vacuum (29.9 in. Hg) at room temperature for 24 hours or 72 hours
- **Internal Diameter:**  $\geq$  250 mm approx. or better
- **Outer Diameter:**  $\geq$  300 mm approx. or better
- **Height:**  $\geq$  350 mm approx. or better

## **SECTION-VII**

### **GENERAL TECHNICAL SPECIFICATIONS**

#### **GENERAL POINTS:**

1. Warranty:

- a) Three years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Institution/Consignee/ User.
- b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software **updates and changes** should be provided free of cost during Warranty & CMC period.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College/Organisation/Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs. The service should be provided by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply. If the manufacturer /agent do not have the service centres in India they will have to set up the same within 45 days after award of contract.

3. Training:

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

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 7years on yearly basis for complete equipment (including other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in three months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) **Cost of CMC will be added for Ranking/Evaluation purpose.**
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software **updates and changes** should be provided free of cost during CMC.



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

**Turnkey:**

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with the consignee. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job of each equipment. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

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

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

**5. Installation and commissioning:**

Pre requisite for installation & commissioning must be spelt out very clearly along with the technical bid (e.g. power requirements, AC, controlled air temperature, furniture etc.)

## Section – VIII

### Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - c. telegraphic address
  - d. telex number
  - e. telephone number
  - f. fax number
  
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
  - a. normal
  - b. maximum
  
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
  - a. for incoming materials and bought-out components
  - b. for process control
  - c. for final product evaluation
- 07 Test certificate held
  - a. . type test
  - b. . BIS/ISO certification
  - c. . any other
- 08 Details of staff
  - a. technical
  - b. skilled
  - c. unskilled

**Signature and seal of the Tenderer**

## Section – IX

### Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily.
02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 50% of the quoted quantity of similar equipments which is functioning satisfactorily, any where in India of the same manufacturer.
03. 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: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."**

#### Note

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance cum installation Certificate in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.

2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. 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 from the date of tender opening)

Tender Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name and address of the Tenderer : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

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

**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. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited**

**FORMAT OF PERFORMANCE CERTIFICATE**

**To whom it may concern**

Date \_\_\_\_\_

Certified that M/s \_\_\_\_\_ (name & address of manufacturer) supplied us \_\_\_\_\_ Nos (indicate quantity) of equipment, \_\_\_\_\_ (indicate name of the equipment) against our order no \_\_\_\_\_ dt \_\_\_\_\_ (please indicate order no & date as figuring in the performance statement). The equipment was installed, commissioned and handed over to us \_\_\_\_\_ (indicate date) & since then the equipment is has been working to our entire satisfaction.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Designation of the  
officer with seal \_\_\_\_\_

\_\_\_\_\_

(in capital letters)

**Section – X**  
**TENDER FORM**

Date \_\_\_\_\_

To

---

**Head (P & CD), HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, 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 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 statutory Authorities as per govt. rules/procedures..

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 spreadsheet (Excel file) and upload in the CPP portal.**

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

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



**SECTION – XIII**

**Deleted**

**SECTION – XIV  
MANUFACTURER’S AUTHORISATION FORM**

To

**Head (P & CD), HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector -62,  
Noida -201307, Uttar Pradesh**

Dear Sirs,

Ref. Your TE document No \_\_\_\_\_, dated \_\_\_\_\_

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

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. Agency agreement with them giving details of agency commission shall be provided.

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 than that which we would have quoted directly.

Yours faithfully,

\_\_\_\_\_  
[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

\_\_\_\_\_  
[Name & address of the manufacturers]

*Note : 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

*2. Original letter may be sent.*

**SECTION – XV**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY**

To  
Head of Hospital/Institute/Medical College

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

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

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

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

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

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

This guarantee shall be valid up to 42(Forty Two) months from the date of Notification of Award i.e up to ----- (indicate date)

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

.....  
Name and designation of the officer

.....  
.....

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

**SECTION – XVI  
CONTRACT FORM - A**

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

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

Contract No \_\_\_\_\_ dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's TE document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser
3. Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

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

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

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

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

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

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

2. Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

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

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

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

3. Warranty clause

4. Payment terms

5. Paying authority

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

Received and accepted this contract

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

For and on behalf of \_\_\_\_\_

(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

Annual CM Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
 Between \_\_\_\_\_

(Address of Head of Hospital/Institute/Medical College)  
 And \_\_\_\_\_

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

1	2	3	4							5	
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.							Total Annual Comprehensive Maintenance Contract Cost for 7 Years [3 x (4a+4b+4c+4d+4e+4f+4g)]	
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>		
			a	b	c	d	e	f	g		

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

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

manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

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

\_\_\_\_\_  
(Signature, name and address  
of Institute 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/Transporter: \_\_\_\_\_
- (g) Name of the Consignee: \_\_\_\_\_
- (h) Date of commissioning and proving test: \_\_\_\_\_

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

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

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).  
The supplier has fulfilled its contractual obligations satisfactorily ## or  
The supplier has failed to fulfil its contractual obligations with regard to the following:  
He has not adhered to the time schedule specified in the contract in dispatching the

documents/drawings pursuant to 'Technical Specifications'.

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

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

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

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

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

Signature

Name

Designation with stamp

**## Explanatory notes for filling up the certificate:**

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

**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).**

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

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

**SECTION – XIX  
ANNEXURES**

**Annexure 1**

**Deleted**

**SECTION – XX**  
**CHECKLIST**

**Name of Tenderer:**

**Name of Manufacturer:**

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1.	Have you submitted Bid securing declaration for the quoted schedules?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney/Partnership Agreement in favour of the signatory attested by a Notary Public?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4. a.	Have you submitted satisfactory performance certificate from the end users in respect of all orders mentioned in the Proforma for performance statement in Sec. IX of TE document.			
b.	Have you submitted copy of the supply order(s) and installation report?			
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Bid as per Section XI?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
7.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
8.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
10.	(a) Have you fully accepted payment terms as per TE document? (b) Have you accepted “terms of delivery” as per TE document?			
11.	Have you fully accepted delivery period as per TE document?			
12.	Have you confirmed that the terms of delivery shall be “Delivery at Consignee Site”?			
13.	Have you accepted the warranty as per TE document?			
14.	Have you accepted all other terms and conditions of TE document?			
15.	(a) Have you furnished documents establishing your eligibility & qualification criteria as per TE documents? (b) Have you given “write up” as asked for in Qualification Criteria (Section IX) under Note 2?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
16.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
17.	Have you submitted the certificate of incorporation?			
18.	Have you submitted Integrity Pact?			
19.	Have you submitted make in India authorization certificate			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any. Non submission of the above information/documents makes the tender liable to be ignored without any further reference to the Tenderer.

**(Signature with date)**

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

**(Name, address and stamp of the tendering firm)**

## **Section – XXI**

### **Consignee Details**

**Indian Pharmacopoeia commission Sector-23 ,  
Raj Nagar ,  
Ghaziabad-201002.**

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

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

Dated 18<sup>th</sup> 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**.

- 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

*Ohrajit*

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.

*Dulip*

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

Date: \_\_\_\_\_

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_

do hereby solemnly affirm and declare as under:

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

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

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

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

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

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

  
For and on behalf of

(Name of firm/entity)

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

**APPENDIX-B**  
**INTEGRITY PACT**

HLL Lifecare Limited,  
Procurement and Consultancy Division,  
B-14 A, Sector-62, Noida-201307, Uttar Pradesh

Tender No: \_\_\_\_\_

**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_

**Between**

HLL Lifecare Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", 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 HLL and BIDDER referred above are jointly referred to as the Parties]

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

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from bribing and other corrupt practices and HLL 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 HLL**

- 1.1 HLL undertakes that HLL 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 HLL 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 HLL regarding this Integrity Pact will report to Chief Vigilance Officer of HLL (CVO), 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 HLL 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 HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. 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 HLL 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 HLL, 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 HLL 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 HLL for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HLL.
- 2.2.1 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.2.2 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.2.3 The Bidder(s) will promote and observe ethical practices within its Organization and its affiliates.
- 2.2.4 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.2.5 The Bidder(s) will not make any false or misleading allegations against HLL or its Associates.
- 2.2.6 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.2.7 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense 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 HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.2.8 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL 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.
- 2.2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 2.2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.2.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 2.2.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.2.13 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.2.14 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.2.15 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.2.16 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.
- 2.2.17 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**

- 3.1** 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

- 3.2** 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, HLL 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 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HLL 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 HLL 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 HLL 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, HLL will be entitled to terminate the contract. HLL 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 HLL, 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 HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

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- 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 HLL, 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 HLL resulting from such cancellation/recession and HLL 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 HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL 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 HLL with the BIDDER, the same shall not be opened.
  - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL 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 HLL 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 HLL, if the contract has already been concluded.

**Clause .7. Independent External Monitor(s)**

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. (Name and addresses of the Monitor(s) to be given).

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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 CVO.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL 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 HLL 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 CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER.

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

If HLL 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 HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

**Clause.9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL 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 HLL 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 of HLL.

**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.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 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

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

**HLL Lifecare Limited.**

**Bidder**

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\_\_\_\_\_

Witness

Witness

1.....

1.....

2.....

2.....

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