

**Procurement and supply
of
Advance Life Support Ambulance (ALS)
and
Basic Life Support Ambulance (BLS)**

JAN-2026

Tender No. HSCC/PUR/AMBULANCE /2026/131



HSCC (INDIA) LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)
E-6(A), sector-1, NOIDA(U.P) 201301 (India)
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Section I

**NOTICE INVITING e-TENDERS
(NIT) For NATIONAL TENDER ENQUIRY
DOCUMENT HSCC (INDIA) LTD**

**(A GOVERNMENT OF INDIA ENTERPRISE)
Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301
ON BEHALF OF GOVT OF INDIA MINISTRY OF
EXTERNAL AFFAIRS, NEW DELHI**

Tender Enquiry No.: HSCC/PUR/AMBULANCE /2026/131 dt 16/01/2026

HSCC (India) Ltd. on behalf of Ministry of External Affair, Govt. of India invites online bids from eligible bidders, in single stage two bid system for “Procurement and supply of Advance Life Support Ambulance (ALS) and Basic Life Support Ambulance (BLS) for SEYCHELLES” as per the details mentioned following:

a.) List details as under:

Sr. No.	Description	QTY
1	Specialized Ambulance: Advance Life Support (ALS) Ambulance as per Specification with list of items	6 Set
2	Specialized Ambulance: Basic Life Support (BLS) Ambulance Specification with list of items	4 Set

* Quantities or Items may vary at the time of Placement of NOA as per requirement of Client.

The bidders are required to be registered at HSCC e-tender portal, CPP Portal, <https://hscce.nivida.com>. Please log on to <https://hscce.nivida.com> only for downloading bid document and for participation through E-tendering basis. For submission and other details please refer HSCC e-tender portal <https://hscce.nivida.com>. For submission of the bids, the bidders are required to have Type-II Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at HSCC e- Tender portal <https://hscce.nivida.com> and CPPP Portal www.eprocure.gov.in. Bid Documents may be downloaded as per details given from <https://hscce.nivida.com>. The cost of the Bid Document fees is Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) drawn on a scheduled bank in India in favour of HSCC (India) Ltd. payable at Delhi/Noida.. Bidder may download the bid documents from the website and submit its bid online after logging in to their user ID. The bidders are required to be registered at HSCC e-tender portal <https://hscce.nivida.com>. Please log on to <https://hscce.nivida.com> only for uploading its bid on-line for participation through E-Tendering basis. For submission and other details, please refer HSCC e-tender portal <https://hscce.nivida.com>.

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

Bidder to quote for all the items mentioned, failing which the bid would be rejected.

Prospective bidders are advised to regularly visit through HSCC e-tender portal <https://hscce.nivida.com>, HSCC website <http://www.hsccltd.co.in> & CPP Portal <https://eprocure.gov.in/epublish/app> as corrigendum/amendments etc., if any, will be notified on this portal only and not be published anywhere else.

(-sd-)
GM (Proc.) HSCC (India) Limited

(b.) Tender No.: HSCC/PUR/ AMBULANCE/2026/131, Dated: 16/01/2026

Sl. No.	Description	Schedule
i.	Submission of tender document online & Hard copy	https://hsccltd.co.in/ HSCC (India) Ltd., Plot No.6-A, Block-E, Sector-1, Noida (U.P)-201301, India.
ii.	Pre Tender Meeting Date & Time	Date & Time: 19.01.2026 at 15:00hrs Online Link- https://meet.google.com/opm-gfmk-fjk Bidders are requested to send the representations on or before the prebid meeting date on emails cpg-ptender@hsccltd.co.in No further representations will be considered
iii.	Estimated Cost Put to tender	Rs. 4,36,47,500.00
iv.	Tender Fees	Rs. 5,900/- (Incl. GST) in the form of DD, in favour of HSCC (India) Limited
v.	EMD/ Bid Security	Rs. 8,73,000/- Bank Details of HSCC (India) Ltd. are provided herewith for the purpose of preparation of Bank Guarantee only: Name of Beneficiary: HSCC (India) Limited Bank: Punjab National Bank, Sec-27, Noida Current A/C No.: 2726001800000011 IFSCode: PUNB0272600 Validity of EMD in terms of Bank Guarantee shall be minimum period of 225 Days (One Hundred Eighty) days or more from the last date of receipt of tenders or any extension thereof.
vi.	Pre Tender Meeting Venue	HSCC (India) Ltd., Plot No.6-A, Block-E, Sector-1, Noida (U.P)-201301, India.
vii.	Last date & time of submission of Online Tender	Upto 12:00 hrs. on 23/01/2026
viii.	Date & Time of Opening of Technical Tender	At 15:00 hrs on 23/01/2026
ix.	Venue of Opening of Techno Commercial Tender	Online at Same as i

The offers submitted by email shall not be considered. No correspondence will be entertained in this matter.

For Exemption of EMD / Bid Security for MSE & Startup:

- Micro & small-scale enterprises which participate directly in tendering process for the product which they are manufacturing which they are providing and have Udyam registration for items / service under procurement.
- Startups which participate directly in tendering process for the product which they are manufacturing e which they are providing and recognised by DPIIT under the Start-up India Program in relevant filed.

(Copy of such valid registration certificate must be provided along with technical bid before the closing time of tender, failing which their bid will be rejected.)

The Hard Copy of original documents in respect of Tender Fees, Affidavit (Sextion XIX), Earnest

Money Deposit/Valid EMD Exemption Certificates must be delivered to the tender box in a sealed envelope addressed to General Manager, HSCC (India) Ltd, E-6(A), Sector-I, Noida-201301 and super- scribing the tender name & number on or before last date / time of Bid Submission as in the tender. The bid without Tender Fees, Affidavit (Format-Sextion XIX) and EMD/Valid EMD Exemption Certificate will be summarily rejected.

Right of acceptance: The HSCC (I) Ltd reserve the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. HSCC (I) Ltd reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

In the event of any of the above-mentioned dates being declared as a holiday /closed day for the purchase organization, the physical form of bids will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website <https://hsccltd.co.in> for corrigendum/ amendments etc., if any, as these there no separate advertisement for them

(c.) Purchaser/HSCC reserves the right to annul the tendering process at any stage without assigning any reason thereof. Further, Client has the right to omit any one or all of the item/material at any stage of procurement process.

Prospective bidders are advised to regularly visit through HSCC e-tender portal <https://hsccltd.co.in>, HSCC website <http://www.hsccltd.co.in> & CPP Portal <https://eprocure.gov.in/epublish/app> as corrigendum/amendments etc., if any, will be notified on this portal only and not be published anywhere else.

General Manager, (PROC-HOD)
HSCC (India) Ltd., On
behalf of Ministry of External Affairs

Section II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 Deleted:

2. Introduction

2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.

2.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

- Section I – “Notice inviting Tender” (NIT)
- 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 VIII – Technical Specifications
- Section VII – Performa A& B
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Affidavit
- Section XX – Check List
- Section XXI – Consignee
- Section XXII – Integrity Pact

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

9. Amendments to TE documents

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

10. Clarification of TE documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser **in writing on or before the due date of pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

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

- (i) EMD (Physical)
- (ii) Price Bid (Only online).

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

A) Techno – Commercial Tender (Un priced Tender)

- i) Bid Security/EMD
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Techno-commercial Bid
- vi) Power of Attorney issued by competent authority in favour of signatory of TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate/Installation Reports.
- ix) Certificate of Incorporation / a Declaration in case the firm is being a proprietary one/ Documents confirming to Partnership in the country of origin as the case may be.
- xi) Self-Attested copies of GST registration certificate and PAN Card.
- xv) Self-attested copies of annual report, audited balance sheet and profit & loss account as asked in the tender.
- 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).
- xviii) Copies of original product catalogues/ data sheet must be enclosed of all quoted items.
- xix) The Integrity pact 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.
- xxii) Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.

B) Price Tender:

1. Prices are to be quoted in the attached Price Bid format online as per the directions on the official website mentioning Model/make of goods offered.

2. The price should be quoted for the accounting unit indicated on the website.

The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

Note:

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

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

- 12.1 The tenderers shall quote prices only in Indian Rupees. Tenders, where prices are quoted in any other currency shall be treated as non-responsive and rejected.
- 12.2 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be quoted in Indian Rupees only in the Price Schedules attached under Section XI. Bidders must quote the prevailing taxes and duties as applicable. However not GST /Taxes will be paid for export.
- 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 GST, Custom Duty & IGST etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including GST, which will be payable on the goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.5 Additional information and instruction on Duties and Taxes:
 - 13.5.1 If the Tenderer desires to ask for GST or any other taxes etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
 - 13.5.2 Local Duties & Taxes, if any applicable:

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

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

13.5.3 Customs Duty: Deleted

13.5.4 Goods and Services Tax (GST):

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

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

- 14.1 Deleted

15. Firm Price

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply. Bidders are requested to quote BOQ wise unit price (uniform unit prices must be quoted for same BOQ items across India) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

16. Alternative Tenders

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

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document. However, in case of an equipment without such authorization at the time of submission of bid, the undertaking from the bidder to be submitted to comply with the condition and submit the manufacturer's authorization letter at the time of supply. The bidder must provide details of make and model for the quoted products.

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

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

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

19. Earnest Money Deposit (EMD)

- 19.1 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).
 - a) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
 - b) Traders/resellers/distributors/authorised agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME
- 19.2 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft
 - ii) Fixed Deposit Receipt
 - iii) Bank Guarantee
- 19.3 The demand draft or banker's cheque or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "HSCC India Ltd" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India of the tenderer as per the format specified under Section XIII in these documents.
- 19.4 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period, no action shall be initiated against them.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tender shall be submitted online

- (i) Tender Fee and EMD –has to be submitted by the bidders as per SCC.
- (ii) Pre-qualification and Technical compliance as per following documents (Online submissions for all the documents and physical submission only for affidavit as per point i) below and original Technical brochures/catalogues against point j):
 - a) Tender Form as per section X.
 - b) Copy of PAN & GST.
 - c) Certificate of Incorporation/Declaration being a proprietary firm.
 - d) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
 - e) Name, address and details of account with respect to bidder
 - f) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
 - g) Affidavit(s) as asked in tender.
 - h) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry, Technical Catalogue/Brochure/Product Data Sheet
 - i) Compliance of all terms and conditions of tender like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc.
- (iii) Price Bid (Only online).

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of tender. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

Unless otherwise specified, the tenderers are to submit its tender online.

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

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.

The bidder should submit the copy of original proforma invoice from the manufacturer along with the price bid.

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

23. Late Tender

- 23.1** A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored. Further, there is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Purchaser will determine the responsiveness of each Tender 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) Tender is unsigned.
 - (ii) Tender Form (as per Section-X) not enclosed
 - (iii) Tender & EMD validity is shorter than the required period.
 - (iv) Required EMD (validity, amount) or its exemption documents have not been provided.
 - (v) UAM or Udyam registration Number has not been provided for MSE exemptions
 - (v) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.
 - (vi) Goods offered are not meeting the tender enquiry specification.
 - (vii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - (viii) Poor/ unsatisfactory past performance.
 - (ix) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - (xii) The Integrity pact 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.
 - (xiii) This bid is reserved for bidders only as per make in India Policy (DPIIT Order dated 16th September 2020 & 04.3.2021). Participating bidders need to submit relevant make in India authorization certificate.
 - (xiv) Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.

28. Minor Infirmary/Irregularity/Non-Conformity

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

29. Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

- 31.1 Bids which do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.
- 31.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement. The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

Note:- Definition of Start-up (only for the purpose of Government schemes) (Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.).

32. Conversion of tender currencies to Indian Rupees

Deleted

33. Total-wise Evaluation

- 34.1 The tenders will be evaluated Total Value wise. The bidder has to quote for all the items compulsory

34. Comparison of Tenders

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

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) Deleted.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual

- requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
 - iv. Special provision for Micro and Small Enterprise owned by women:– Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

Note: “If the bidder is a MSME, it shall declare in the bid document the 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 & No. P-45021/102/2019-BE-II-Part (I) (E-50310) dt. 04.3.2021. The purchaser reserves the right to give preference to the local supplier. This bid is for 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 for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

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

42. Issue of Contract

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

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

- 43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the **tenderer liable for action as per bid security/EMD** also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of E M D

Unsuccessful bidder earnest money will be returned to them without any interest. Successful bidder’s earnest money will be returned without any interest, after receipt of performance security.

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

47. Integrity Pact.

The Bidders/bidders may note that it is prescribed to use, practice and observe all the best, clean, ethical, honest and legal means & behaviour maintaining complete transparency and fairness in all activities concerning Bidding and performance thereto for which the “Integrity Pact” shall be executed between Firm and Purchaser as per the format provided as Section XXII to be attached with the bid duly signed. **Integrity Pact duly signed by the tenderer shall be submitted.**

a. Independent External Monitors

- (i) In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.
- (ii) The Independent External Monitor(s) (IEMs) have been appointed by HSCC in terms of Integrity Pact (IP)-Section 7, which forms part of the tenders/Contracts. The contact details of the Independent External Monitor (s) are posted on the HSCC’s website link <http://hsccltd.co.in/images/pdf/IntegrityPact.pdf>
- (iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between HSCC and Contractor.
- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors etc. with confidentiality.

(v)

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	
B	8 to 10	TE documents	No Change	
C	11 to 21	Preparation of Tenders	No Change	
D	22 to 24	Submission of Tenders	No Change	
E	25	Tender Opening	No Change	
F	26 to 27	Scrutiny and Evaluation of Tenders	No Change	
G	36 to 46	Award of Contract	No Change	

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

Section IV
GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

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

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

1. 5.1 **Amount of Performance Security:** Within seven **(15) days** from the date of issue of the Notification of Award, the supplier shall furnish Performance Security in favour of **HSCC (I) Limited**, for an amount equal to three per cent (5%) [as per DoE OM No. 9/4/2020-PPD dated 12.11.2020] of the total contract value. The Performance Bank Guarantee (PBG) shall remain valid up to sixty (60) days after completion of all contractual obligations by the supplier, including warranty/shelf-life requirements in case of drugs. PBG Should be verified through SFMS.

In case of delay in submission of the Performance Bank Guarantee (PBG), an extension up to a maximum period of **15 (fifteen) days** beyond the stipulated time may be considered, subject to recovery of a late fee at the rate of **0.1% per** day of the Performance Guarantee amount for the delayed period. In the event of failure to submit the PBG even after the said extended period, HSCC shall be at liberty, at its sole discretion, to forfeit the Bid Security/EMD and may initiate action for debarment/blacklisting of the supplier in accordance with applicable company policy. In such case, the Notification of Award (NOA) shall be deemed cancelled and void, and the supplier shall have no claim whatsoever against HSCC.

- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The

validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

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

6. Technical Specifications and Standards

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

Please ensure the standard manufacturer's compliances are met for the offered items with minimum quality standards set by BIS/CDSCO/CE/USFDA/Etc as applicable.

- a. Any type of cable/hardware/lock/software/license required for integration with HMIS system should be provided. Please provide configuration parameters to connect with HMIS successfully.
- b. Data accepted/send by the device/equipment should be readable as standard data Type in ANSI C/C++.
- c. Comprehensive list of all data structures imported and exported by the device should be documented with examples.
- d. API of equipment should be provided.
- e. Technical interface specification should be provided.

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

7. Packing and Marking

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

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

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

- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

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

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

- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 The items (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed 3rd party agencies like SGS/ Lloyd / TUV / Bureau Veritas at the supplier's cost and after receipt of dispatch clearance from HSCC.

To enable HSCC to issue Dispatch Clearance Certificate, the supplier/manufacturer is to furnish the following documents:

- 1. Copy of supplier's invoice showing contract number, goods description, quantity, unit price & total amount.
- 2. Country of Origin Certificate
- 3. Quality & Quantity Certificate
- 4. Packing List with Complete contents.

5. Internal Factory Inspection Report
6. Warranty Certificate
7. Inspection certificate issued by recognized/reputed agencies like SGS, Lloyd, TUV & Bureau Veritas, prior to dispatch for items.

All such Certificates/Reports as mentioned above shall be addressed to “ The Consignee”

After scrutiny, if the documents found in order, **Dispatch Clearance Certificate** shall be issued to the supplier.

No goods (both Indians & Import origin goods) shall be dispatched before issue of Dispatch Clearance Certificate by HSCC

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

- 10.1 Deleted

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

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

11. Insurance:

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

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) 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. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

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

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

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

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

13. Incidental services

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

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

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

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

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

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

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Four copies of packing list identifying contents of each package;
- (iii) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV
- (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 The warranty shall remain valid for 1 Years from the date of installation & commissioning handing over for the all the items 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 equipment

- 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.
- e. All kinds of painting, civil, HVAC, mechanical and electrical works

- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) from the date of written intimation by the end user to the competent authority basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

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

18. Modification of contract

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

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

19. Prices

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

20. Taxes and Duties

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

21. Terms and Mode of Payment

21.1 Payment Terms

The amount towards the cost of items and transportation charges & other administrative costs as per BOQ/NOA (Including of 3rd party inspection cost, Packaging, ground handling, insurance, PDI, documentation & handover etc) would be released upon successful completion of delivery, Installation & commissioning(if required) and submission of bill along with 3rd party inspection agency passed test reports of all items and proofs of successful delivery & hand over in good condition at the designation of consignee site.

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 Goods Located within India

- i. The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, the amount towards the cost items and local transportation charges be released upon successful completion of delivery & handover and submission of bill and vouchers along with required documents of respective items delivery in good condition at the designation consignee duly certified by authorized personnel of consignee/MEA.

30% advance against submission of an equal amount BG on the format as mentioned in the tender document issued by national bank in favour of HSCC (I) limited validity upto delivery period.

70% delivery / handed over of goods to the consignee.
or

100% on delivery / handing over of goods to the consignee, supplier not claim the 30% advance

With submission of the following Documents with self-signed of all documents

To enable HSCC to process payment, the supplier shall furnish the following documents in original **hard copy** to the HSCC office.

- i. Consignee receipt in original as per tender document.
- ii. Copy of Purchase Order
- iii. Copy of Insurance in original
- iv. Supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- v. Manufacturer's/Supplier's warranty certificate.

- vi. Third-party inspection agency viz SGS/ Lloyd/ Bureau Veritas/ TUV, report in the original

Note:

The supplier shall submit all the above-mentioned documents in original hard copy to the HSCC office within the stipulated time. In the absence of the submission of complete documents in original, HSCC shall not issue the dispatch note under any circumstances.

During the scrutiny of the bill documents, if any discrepancy, deficiency, or non-compliance is noticed in any of the documents, the same shall be communicated to the supplier forthwith. The supplier shall rectify such discrepancies and resubmit the complete set of documents, in original, to the satisfaction of the competent HSCC authority.

The date of final submission of complete and compliant documents, acceptable to HSCC, shall be treated as the effective date for considering the bill/claim submission. No claim on account of delay arising due to incomplete or non-compliant submission of documents shall be entertained.

B) Payment for Imported Goods:

Deleted

C) Payment of Turnkey/Site Modification Work, if any:

Turnkey payment will be made to the bidder/manufacture's agent in Indian rupees indicated in the relevant Price Schedule after receipt of invoices along with FAC and measurement report, if applicable.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

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

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

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

21.4 **Deleted.**

21.5 The payment shall be made in the currency / currencies authorised in the contract.

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

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

21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

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

"I/We, _____ certify that I/We have not received back the Inspection Note duly 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/Delay in the supplier's performance

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

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

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

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

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

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

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, IGST, excise duty, GTS, Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of 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.

23.2 Deleted

23.3 Deleted

24. Termination for default

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

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

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

25. Termination for insolvency

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

26. Force Majeure

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

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

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

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

27. Termination for convenience

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

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/regd. Post or e-mail. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then either the Purchaser/Consignee or the supplier may

30.3 Jurisdiction: - The competent court of Delhi only have the jurisdiction to the exclusion of all other courts

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

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

33. General/ Miscellaneous Clauses

33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

33.3 The Supplier shall notify the Purchaser/Consignee/the Government of India of any material change would impact on performance of its obligations under this Contract.

33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

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

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.

2. Bid Document Fee : Rs. 5900/- in the form of DD in favor of HSCC (India) Limited.

3. EMD/Bid Security Amount: Rs. 8,73,000/- issued DD/Bank Guarantee (As per section XIII), in issued DD/Bank Guarantee (As per section XIII), in favor of HSCC (India) Ltd. of any nationalized bank and valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from the original Techno – Commercial Tender opening date.

For Exemption of EMD / Bid Security for MSE & Startup:

- a. Micro & small-scale enterprises which participate directly in tendering process for the product which they are manufacturing have valid Udyam registration.
- b. Startups which participate directly in tendering process for the product which they are manufacturing and recognised by DPIIT under the Start-up India Program in relevant field.

4. Price Bid- As per PRICE Schedule /BOQ to be filled in Online only as per SECTION – XI PRICE SCHEDULE

5. Bid Validity- 180 days from the original date of bid submission.

6. Amount of Performance Security: Within seven **(15) days** from the date of issue of the Notification of Award, the supplier shall furnish Performance Security in favour of **HSCC (I) Limited**, for an amount equal to three per cent (5%) [as per DoE OM No. 9/4/2020-PPD dated 12.11.2020] of the total contract value. The Performance Bank Guarantee (PBG) shall remain valid up to sixty (60) days after completion of all contractual obligations by the supplier, including warranty/shelf-life requirements in case of drugs. PBG Should be verified through SFMS.

In case of delay in submission of the Performance Bank Guarantee (PBG), an extension up to a maximum period of **15 (fifteen)** days beyond the stipulated time may be considered, subject to recovery of a late fee at the rate of **0.1% per** day of the Performance Guarantee amount for the delayed period. In the event of failure to submit the PBG even after the said extended period, HSCC shall be at liberty, at its sole discretion, to forfeit the Bid Security/EMD and may initiate action for debarment/blacklisting of the supplier in accordance with applicable company policy. In such case, the Notification of Award (NOA) shall be deemed cancelled and void, and the supplier shall have no claim whatsoever against HSCC.

7. Evaluation Criteria: Bidder not quoting all items shall be treated as non-responsive.

Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under “Grand Total Price (without Transportation) ” in PRICE SCHEDULE. Transportation from India to consignee destination is to be paid extra or actual (as applicable). However, the quoted transportation cost will not be considered for ranking purpose and payment will be made whichever lower i.e. actual cost & quoted cost for transportation.

8. Delivery:

Delivery period: Twenty One (21) days from the date of issue of the Notification of Award; however, the date of delivery shall be the date of the Bill of Lading/Airway Bill. The period lapsed in issuance of dispatch clearance by HSCC/MEA or any statutory approvals shall not be counted towards the delivery period, as the same is not attributable on the supplier. The supplier shall entirely responsible to safely delivery/ handed over the Good **Warehouse-to-Warehouse** covering the goods from the point of dispatch in India up to the designated consignee.

Bidders shall be responsible to provide End to End solution for Supply, Inspection, Insurance, Freight, Local Transportation & Air/Sea Transportation, **Handling, Custom Clearance, Handing-over etc to the Consignee.**

9. **Packing Before/During the Supply:** The packing and labels of all the items to be supplied under the order shall be marked the words **"Gift from People of the Republic of India" along with the Indian Flag of appropriate size (text and labels may be changed by MEA before dispatch of Ambulances).** The aesthetic of the packaging should be good and ideal for gifting. If the items are packed in packets which are then placed or repacked within a box/carton/ bottle/ foil, these words shall be printed/marked on both the internal/ external or internal packs/box/carton/foil etc.

It should clearly mentioned that the consignment are from Government of India, Ministry of External Affairs, Jawaharlal Nehru Bhawan, New Delhi, India.

In Event of Breakage or loss of stores during transit against requisite order, the said quantity has to be replaced by the supplier, and may claim insurance if required.

The supplier shall be entirely responsible for all taxes, licence fees, etc. incurred until delivery of the contracted goods to the consignee except for the customs duty payable in consignee place as the consignment will be exempted from payment of custom duties and local taxes, if any, by the Govt. of consignee place.

10. **Warranty for Ambulances : One Year including Medical Equipment** and others all items from the Successful Handover/ Final Acceptance Certificate issued by respective consignee/MEA. The ambulances shall have stipulated warranty period covering both material defects and workmanship defaults for the entire duration warranty.

11. **Dispatch Clearance/Note:** To enable HSCC to issue a dispatch note, the supplier shall furnish the following documents in **original hard** to the HSCC office:-

1. Invoice & Packing list (Editable soft copy through email)
2. Packing list showing NOA duly vetted by a third-party inspection agency i.e. viz SGS/ Lloyd/ Bureau Veritas/ TUV
3. Declaration by Supplier that goods are brand new and meet tender specifications shall be responsible for warranty as per tender terms and conditions.
4. Warranty certificate by manufacturer/supplier.
5. Pre-Delivery Inspection report by third Party Inspection Agency viz SGS/ Lloyd/ Bureau Veritas/ TUV, with photo of items, all pages of this report duly signed & stamped by the inspector of said agency.
6. Declaration of Non DG Certificate
7. CHA Address

Bidder shall note the following:

The issuance of the Dispatch Note / Dispatch Clearance by HSCC/MEA is purely an administrative and facilitative act to permit shipment of the Goods and shall be **without prejudice** to HSCC's and/or MEA's rights under the Contract. Such issuance shall **not be construed as acceptance**, approval, waiver, or confirmation of conformity of the Goods, whether as to quality, quantity, specifications, packing, documentation, or otherwise. HSCC/MEA shall retain the **absolute and unfettered right** to inspect, test, accept or reject the Goods, in whole or in part, upon or after their arrival at the Consignee's site, in accordance with the Contract.

The issuance of the Dispatch Note shall **not relieve, limit, or dilute** the Supplier's obligations, liabilities, or warranties under the Contract. The Supplier shall remain **fully and solely responsible** to ensure that the Goods supplied strictly conform to all contractual requirements, including but not limited to specifications, standards, quality, performance, statutory approvals, certifications, and packaging, until final acceptance is granted by HSCC/MEA.

No act of issuing a Dispatch Note, permitting shipment, or allowing dispatch shall operate as an **estoppel, waiver, or acquiescence** of any right, remedy, or claim of HSCC/MEA under the Contract. Any defects, non-conformities, shortages, or deviations discovered at any stage, including after delivery, shall entitle HSCC/MEA to exercise all contractual and legal remedies, including rejection, replacement, rectification, liquidated damages, recovery of costs, and termination, as applicable.

The supplier shall submit all the above-mentioned documents in original hard copy to the HSCC office within the stipulated time. In the absence of submission of complete documents in original, HSCC shall not issue the dispatch note under any circumstances.

During the scrutiny of the dispatch clearance documents, if any discrepancy, deficiency, or non-compliance is noticed in any of the documents, the same shall be communicated to the supplier forthwith. The supplier shall rectify such discrepancies and resubmit the complete set of documents, in original, to the satisfaction of the competent HSCC authority.

The date of final submission of complete and compliant documents, acceptable to HSCC, shall be treated as the effective date for considering the inspection call. No claim on account of delay arising due to incomplete or non-compliant submission of documents shall be entertained.

It is essential to mention in the third-party inspection report that the pre-delivery inspection of the items has been carried out in accordance with the tender's terms and conditions, as well as the technical specifications. Following the inspection, it has been found that the items fully comply with the tender's technical specifications and meet the required standard quality.

No goods shall be dispatched before the issue of a dispatch clearance note issued by HSCC, failing which the entire responsibility shall rest on the supplier agency. Partial shipment is not allowed. However, it may be permitted as a special case, in case of MEA directions/ extreme urgency/ or other justified reasons.

All of the above documents should show the contract number and goods description. After scrutiny, if the documents are found in order, a **dispatch note** will be issued to the supplier.

11. 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 the pre-despatch inspection mentioned above. "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser / consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser / consignee may decide or dispose of such goods at the 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." 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 the purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

12. Modification of contract : If necessary, the HSCC on behalf of 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 the 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.

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.

13. Variation of Quantities at the Time of Award/ Currency of Contract: (i) At the time of awarding the contract, HSCC on behalf of the purchaser reserves the right to increase or decrease up to **twenty five (25) per cent**, the quantity of goods and services as mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

(ii) After award but within **one year from the date of Notification of Award**, the HSCC on behalf of the purchaser reserves the right to increase by up to **twenty five (25) per cent**, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract,

12. Payment Terms:

- a. 30% advance against submission of an equal amount BG on the format as mentioned in the tender document issued by national bank in favour of HSCC (I) limited validity up to delivery period.
- b. 70% delivery / handed over of goods to the consignee.
or

100% on delivery / handing over of goods to the consignee, supplier not claim the 30% advance

BG (should be Verified through SFMS) against Advance payment should be valid for initial period of 12 months may be extended time to time till delivery confirmation from MEA.

To enable HSCC to process payment, the supplier shall furnish the following documents in original **hard copy** to the HSCC office.

- i. Consignee receipt/Delivery Confirmation /Poof of Successful Delivery

- ii. Copy of PBG (Performance Security)
- iii. Copy of Purchase Order/LOA
- iv. Copy of Insurance in original Marin + Transport up to consignee +Warehouse
- v. Supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- vi. Manufacturer's/Supplier's warranty certificate.
- vii. Third-party inspection agency viz SGS/ Lloyd/ Bureau Veritas/ TUV, report in the original
- viii. Packing List
- ix. Pre Dispatch Inspection Certificate issued by HSCC /MEA /3rd Party Inspection Agency if any.
- x. Dispatch Clearance

Note:

During the scrutiny of the bill documents, if any discrepancy, deficiency, or non-compliance is noticed in any of the documents, the same shall be communicated to the supplier forthwith. The supplier shall rectify such discrepancies and resubmit the complete set of documents, in original, to the satisfaction of the competent HSCC authority.

The date of final submission of complete and compliant documents, acceptable to HSCC, shall be treated as the effective date for considering the bill/claim submission. No claim on account of delay arising due to incomplete or non-compliant submission of documents shall be entertained.

13. Bidder shall examine all Statutory required documents/charges/cost in India as well as in the country of the Consignee site before quoting a price and include the same in their quoted price accordingly. In case of any stage, any liability / financial loss/penalty arising due to substandard supplied goods or non-compliance with Statutory requirements/false documents found, the responsibility shall solely rest on the bidder. HSCC/MEA shall in no way be held responsible for it. HSCC/MEA reserved the right to terminate the contract and/or stop their payment / recover loss from the supplier's balance payment/by forfeit of EMD/performance security/Supplier put in the holiday list for more than one year etc.
14. Bidder shall be entirely responsible for obtaining all Statutory approvals or desired documents/ Compliance /permissions/clearances/approvals from the concerned authorities. The bidder shall bear all such expenditures; no extra cost shall be paid to the bidder on this account.
15. **Insurance :** The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, at his cost up to delivery at site. Insurance policy shall be valid upto date of handing over.Proof of Insurance shall be made available before the issuance of dispatch clearance.
16. **Liquidated Damages:** Subject to force majeure, if the Supplier fails to deliver, any or all of the Goods or perform the Services within the time period(s) specified in the Contract and during the warranty period the Purchaser shall, without prejudice to its other remedies under the Contract or, deduct from the Contract price, as Liquidated Damages, a sum equivalent to 0.5%of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the delayed portion of work. Once the maximum is reached, the Purchaser may consider termination of contract.
17. **Consignee Location :** Consignee Location shall informed later.

For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" {final destination (designated consignee place)} on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at

the supplier's risk until delivery and acceptance at designated consignee place. The claimant of the insurance shall be HSCC (I) Ltd., Noida.

18. **Any observations or concerns regarding the terms and conditions of the tender document must be raised only during the pre-bid meeting only, no representations shall be entertained either before or after the pre-bid meeting.**

Other Conditions -

- a) The export of goods or services is considered as zero-rated supply, hence GST is not levied on export of any kind of goods or services.
- b) The MEA/HSCC/Consignee reserves the right for audit/inspection and bidder shall facilitate for the same at any point of time.
- c) Bidder has to keep the specific requirements as may be applicable to the consignee's country.
- d) Successful Bidder has to inform HSCC/MEA 15days prior to the delivery date for obtaining import clearance from the host government, if any.
- e) Any penalty, if imposed by the MEA on HSCC for delay/no compliance will be charged on back to back basis to supplier.
- f) Post dispatch inspection and commissioning shall be carried by Supplier in presence of an official from MEA/Client All expenditure to be borne by the supplier for the same.
- g) Video and Photography of the Making Process of the Ambulances should be prepared and a Audio - Video Presentation of the same should be prepared in-coordination with HSCC/MEA before delivery of the same.
- h) The delivered items at consignee sites are in good condition and as per the NOA/Tender.
- i) At any time after the order for supply of materials, The HSCC/MEA shall for any reason whatsoever not require the whole or part of the quantity, thereof as specified in the NOA/LOA, the HSCC/MEA shall give notice in writing of the fact to the supplier(s) who shall have no claims to any payment of compensation whatsoever on account of any profit or advantage which the supplier(s) might have derived from the supply of articles in full, but which did not derive in consequence of the full quantity of articles not having been purchased, nor shall have any claim for compensation by reasons of any alternation having been made in the original instructions which shall invoice any curtailment of the supply originally contemplated.
- j) The required consumables for all equipment should be supplied as standard for smooth operations.
- k) Supplier shall undertake to ensure that confidentiality of any/all information and documents relating to purchase order given to them or their representative by either Ministries or Government of consignee's country or its stakeholders, during the course of supply os fully protected.
- l) Price escalation clause will not be entertained under any circumstances.
- m) Bidder submit the Make in India / Local Content declaration for the offered item, in line with the Public Procurement (Preference to Make in India) Order, as amended from time to time
- n) No GST /Taxes will be paid expect Transportation cost.
- o) Irrespective of the specifications mentioned, it shall be deemed that the vendor is fully aware that the ambulances will operate in extremely steep hilly terrain in the Seychelles. It shall be the responsibility of the vendor to supply a vehicle that is fully compatible with the intended operating terrain. For this purpose, the vendor shall provide one vehicle for trial in the Seychelles, and only upon satisfactory testing and approval by the host country delivery of the remaining vehicles will be permitted.

SECTION - VI
LIST OF REQUIREMENTS

S/n	Description	Qty
1	Specialized Ambulance: Advance Life Support (ALS) Ambulance as per Specification with list of items	6 Set
2	Specialized Ambulance: Basic Life Support (BLS) Ambulance as per Specification with list of items	4 Set

* Quantities may vary at the time of Placement of NOA as per requirement of the Client.

Part II: Required Delivery Schedule:
deleted

Part III: Scope of Incidental Services:

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

Part IV:

Turnkey (if any) as per details in Technical Specification. Not applicable

Part V:

Warranty & Comprehensive Maintenance Contract (CMC) not applicable

Part VI:

Required Terms of Delivery and Destination – At Consignee site basis.

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 the date of delivery.

Technical Specifications

**Technical Specifications & Scope of Work and list of Item to be supplied along with Ambulances -
(Enclosed at Annexure-A)**

Note: All standard accessories & consumables should be supplied along with the offered items for smooth functioning as standard.

Sr. No.	Tender Specification	Qty.	Make Model	Offered Specification

Section – IX
Qualification Criteria

- a. Bidder or its OEM of Vehicle (themselves or through re-seller (s)) should have following past experience of successfully completed/supplied ALS/BLS Ambulance anywhere in India/Abroad during last 5 years ending previous day of last submission of tender:
- I. One single order not less than Rs. 3.50 Crore (i.e 80% of Estimated Value)
 - II. Two orders each not less than Rs. 2.62 Crore or (i.e 60% of Estimated Value)
 - III. Three orders each not less than Rs. 1.75 Crore or (i.e 40% of Estimated Value)

The past experience should be supported by completion certificate(s)/ Consignee Receipt with Letter of Award issued by the concerned organisation. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award, Agreement, Bill of Quantities, Certified Copy of Bills and copies of Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.

- b. Both Bidder and quoted manufacturer's should not stand deregistered/banned/blacklisted/debarred by any government authorities and an undertaking for the same shall be submitted by the bidder on non-judicial stamp paper duly notarized.
- c. Average annual financial turnover of bidder in last three financial year should be Rs. 2.18 Cr Annual report of last 3 consecutive financial ending 31st March, 2025. Balance sheet and Profit & Loss Account duly audited (certify Chartered Accountant/CA Firm with UDIN No.) and signed by auditor should be submitted.
- d. Net worth of the Bidder /firm as on last day of the proceeding financial year i.e. FY 2024-25 should be positive. (certify Chartered Accountant/CA Firm with UDIN No.)
- e. Bidder should provide warranty (***Warranty for Ambulances : One Year including Medical Equipment and others all items from the Successful Handover/ Final Acceptance Certificate issued by respective consignee/MEA. The ambulances shall have stipulated warranty period covering both material defects and workmanship defaults for the entire duration warranty.***)
- f. Submission of Bid Form as per Section X along with Affidavit XIX, form N and Form F
- g. The bidder has to submit pre-signed integrity pact (As per format-XXII) duly signed and stamped.
- h. Manufacturer Authorization to be submitted for vehicle (OEM) and for the major Equipment's (OEM) at the Time of Bid Submission, as per the below list.
- i. Defibrillator cum Multi Para monitor Patient Monitor
 - ii. Syringe Pump
 - iii. Transport Ventilator
 - iv. Suction Pump (Electronic)
 - v. Trolley Stretcher- with back tilt facility and collapsible wheels for uploading into the trolley
 - vi. Stretcher Scoop
 - vii. Spinal Board
 - viii. Cardiac Monitor

However, Bidder has to quote all equipment's with Make/Model and submit Compliance sheet as per format-VIII. Manufacture Authorization Form of remaining items to be submitted at the time of supply.

- i. The Purchaser reserves the right to relax the Norms on Prior Experience & Turnover for Start-up and Micro& Small Enterprises in Public Procurement. MSE traders are excluded from the purview of this Policy.

The Start-ups are defined below of the "Action Plan for Start-ups in India The same is available on the

website of Department of Industrial policy and Promotic (DIPP), Ministry of Commerce & Industry.

Note: Definition of Start-up (only for the purpose of Government schemes) (Ref:Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

PROFORMA 'B'

{On Non-Judicial Rs. 100/- Stamp paper duly Notarised}

AFFIDAVITE FOR LAND BORDER SHARING DECLARATION

(Reference: Restrictions under Rule 144 (xi) of the General financial Rule (GFRs), 2017)

Date:

Tender Ref. no. (Tender ID):

Name of the Tendered Item :.....

Name of the Bidder:.....

Quoted Model:

Name & Address of Original Equipment Manufacturer of quoted model:

i) Actual Manufacturing Site:

ii) Legal Manufacturing Site:

It is hereby declared that in line with Order no. F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by MoF, Govt. of India regarding restrictions on procurement from a bidder of a country which shares a land border with India, We hereby confirm the following:

i) We, M/s.(*Name of the Bidder*) have read the above order and; I certify that our company (as a bidder), our Manufacturer's Authorization firm M/s. (if applicable) and the quoted item against the above tender:

☐ is not from such country *OR* not a subsidiary of an entity from such country

or,

☐ if from such a country, has been registered with the Competent Authority (*if applicable, registration from Competent Authority is to be enclosed*).

I hereby certify that our company (as a bidder) fulfills all criteria of the above order {Order no. F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023} and is eligible to be considered.

ii) We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that we (as a bidder) and our quoted item against the above tender do not have any ToT arrangement requiring registration with the Competent Authority.

The information provided above are true and we understand that any deviation, if found, the procuring entity has right to initiate legal action against us including debarment/blacklisting.

Seal & Signature

Name & Designation of Authorized Signatory:
(*As per Power of Attorney provided in the tender*)

Place & Date:

Note: It is to ensure that no tampering is permissible in the above format.

Section – X
TENDER FORM

Date _____

To _____

GM (Proc.)
HSCC (India) Ltd., New Delhi

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum the receipt of which is hereby confirmed.

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

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

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

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

(Signature with date)

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

SECTION – XI PRICE SCHEDULE

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

S/n	Description	Qty	Unit Price in Rs. (Without GST)	Total Price in Rs. (Without GST)
1	Specialized Ambulance: Advance Life Support (ALS) Ambulance Specification with list of items	6 Set		
2	Specialized Ambulance: Basic Life Support (BLS) Ambulance Specification with list of items	4 Set		
			Grand Total Price	
3	Transportation Cost by Sea inclusive of GST/Taxes	Lumpsum		
4	Transportation Cost by Air inclusive of GST/Taxes	Lumpsum		

Grand Total Price in Indian Rupees In words: _____

Note:

1. If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.
2. The Quoted price shall be inclusive of Supply, Packing & Forwarding, Loading, unloading, Local Transportation (up to Indian Port), Incident al Costs, Insurance & Installation, Commission, training/workshop, handover and associated cost etc till Consignee's Site charges. Nothing extra shall be payable.
3. The bidder will be fully responsible for the safe arrival of the all items at destination (consignee's site) in good condition.
4. Insurance as per clause 15 of SSC
5. Transportation cost by Sea/Air from India to destination place is to be paid extra and not taken in ranking. The same will be paid as quoted or actual whichever is less
6. Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price". Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price".
7. Bidder not quoting all items shall be treated as non-responsive.
8. Mode of Transportation shall be informed at the time of issue of LOA

Signature of the Bidder:

Name:

Date & Place:

Business Address:

Seal of Bidder:

SECTION – XII
QUESTIONNAIRE

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

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

SECTION – XIII
BANK GUARANTEE FORM FOR EMD

To cover payment of Bid Security and Conditions of Contract)
(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To
HSCC (India) Limited,
E-6(A), Sector 1,
Noida – 201 301

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs. (Rupees) in lieu of payment from M/s having its /their registered office at (hereinafter called the Bidder) towards Bid Security in respect of your Tender no. calling for Tender for at and for due fulfilment of the terms and conditions of the said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs (Rupees).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach or non-observance on the part of the Bidder of any terms and conditions of the said Tender, we shall on demand and without cavil or argument, and without reference to the Bidder, irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you, provided that our liability under this guarantee shall not at any time exceed Rs (Rupees).

This guarantee herein contained shall remain in full force and till you finalise the Tender and select the Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted with the said work, continue to be enforceable till the said Bidder executes the Agreement with you and commences the work as stipulated under the terms and conditions of the said Tender have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non-observance of the terms and conditions of the said Tender shall be final and binding on us.

We undertake to pay the Executing Agency any money so demanded by the Executing Agency notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such a payment.

This guarantee shall continue to be in full force and effect for a period of 225 days from the date of submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this day of

Yours faithfully,

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name:

Designation:

Stamp/Seal of the Bank:

SECTION – XIV
MANUFACTURER'S AUTHORISATION FORM

(In case of an equipment without such authorization at the time of submission of bid, the undertaking from the bidder to be submitted to comply with the condition and submit the manufacturer's authorization letter at the time of supply)

To

**The Consignee,
through HSCC (India) Ltd., New Delhi**

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

We also hereby extend our full warranty, CMC as applicable as per 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 to legally bind the manufacturer.
2. Original letter may be sent.*

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
HSCC (India) Ltd., New Delhi

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 30/66 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. _____
 Between _____

dated _____

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

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

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

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Turnkey (if any).
- d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. Hospital/ Institute /Medical College's authorised official)

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

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

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

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

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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

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

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

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

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

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

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

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

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

**SECTION – XIX
AFFIDAVIT/UNDERTAKING**

(To be submitted by bidder in ORIGINAL on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly attested by Notary Public)

Affidavit of Mr.....S/o.....

R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at.....
2. That the information/documents/Experience certificates submitted by M/s.....along with the tender for.....(Name of the work) To HSCC are genuine and true and nothing has been concealed.
3. I shall have no objection in case HSCC verifies them from issuing authority (ies).I shall also have no objection in providing the original copy of the document (s), in case HSCC demands so for verification.
4. I hereby confirm that in case, any document, information&/ or certificate submitted by me found to be incorrect/false/fabricated, HSCC at its discretion may disqualify/reject/terminate the bid/contract and also forfeit the EMD/All dues.
5. I shall have no objection in case HSCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal/Back office issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect/false/fabricated, HSCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company has not been blacklisted/holiday list/barred/banned from tendering by any government or government agency or public sector undertaking or judicial authority/arbitration body at any time during the last five years ending last day of the month previous to the one in which the tenders are invited.
I hereby confirm that no quality related matter/court case/investigation/arbitration is pending in any project executed by us for any government or government agency or public sector undertaking or Judicial authority/arbitration body except those mentioned in litigation history mentioned at "Form-N".
It is also certified that I/We Shall be liable to be debarred/ disqualification/ terminated in case any information furnished by me/us is found to be incorrect.
8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,....., the Proprietor/ Authorized signatory of M/s..... do hereby confirm that the content of the above Affidavit are true to my knowledge and nothing has been concealed there fromand that no part of it is false.

DEPONENT

Verified at.....this.....day of.....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

“Form-N”

LITIGATION HISTORY**(On letterhead of the applicant)**

Applicants should provide information of litigation history regarding Quality related Matter/ court case/ Investigation/ arbitration is pending in any project executed.

Name of Bidder/ Applicant: M/s							
Year	Name of the work/ Project	Name of the Client, with Address	Title of the court Case/ Arbitration/	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

Authorized Signatory of bidder

“Form – F”
(GENERAL INFORMATION)

1	Name of Applicant/Company	
2	Address for correspondence	
3	Official e-mail for communication	
4	Contact Person: Telephone Nos. Fax Nos.	
5	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership)	
6	Place and Year of Incorporation	
7	Name of Directors/ Partners/ Proprietor/ Owner in the organization	
8	Name(s) and Designation of the persons , who is authorized to deal with HSCC (Attach copy of power of Attorney)	
9	<u>Bank Details :</u> Name of Applicant/Company Name of Bank : Address of Bank Branch : Account No. :RTGS, IFS Code. : (The bidder shall submit their Bank A/c Cancelled - Cheque copy along with this Form- F)	

Signature of Organization &
Stamp:-

UNDERTAKING

(To be submitted by bidder on its company Letter Head)

Subject: Declaration on Non-Collusion and Related Entity Participation

HSCC (India) Ltd.
(A Govt. of India Enterprises)
E-6(A), Sector-1,
Noida, U.P. – 201301

We are submitting our bid for [Tender Name / ID] in our own name and not in collusion with any other bidder.

We have not entered into any agreement or understanding with any other bidder, directly or indirectly, to influence the bidding process.

We hereby declare that we (tick the appropriate option):

- ☐ Do not have any common director/partner/beneficial owner with any other bidder.
☐ Have common director/partner/beneficial owner with the following entity(ies):

Name of Entity: _____
Director/Partner in Common: _____
Nature of Relationship: _____
(Attach additional sheet if required)

We understand that failure to fully and truthfully disclose such relationships may result following (but not limited to):

Rejection of our bid and/or
Blacklisting from future tenders and/or
Forfeiture of EMD or Bid Security and/or
Reporting to the appropriate authority including the CCI.

We declare that the information provided above is true and correct to the best of our knowledge and belief.

Authorized Signatory
(Signature, Name, Designation, Date)
(On Company Letterhead with Seal)

SECTION – XX
CHECKLIST

Name of Tenderer:
Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed Bid Security/EMD for the quoted schedules?			
2. a.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate/ Installation Reports as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate/ Installation Reports?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 180 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted all terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			

HSCC (India) Ltd

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
18.	Have you enclosed the Affidavit as per Section XIX of the TE Document?			

N.B.

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

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

HSCC (India) Limited

Section – XXI
Consignee List

Purchaser	Consignee
HSCC on behalf of MEA	SEYCHELLES

Note For Delivery –

- The delivery address of final consignee/ warehouse address will be informed at the time of issue of NOA/LOA or in due course, if any change
- MEA/HSCC may coordinate for final consignee details or facilitation, if required any

Format for Power of Attorney for authorized signatory

**(To be submitted by bidder on non-judicial stamp paper of appropriate value
& duly attested by Notary Public)**

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to _____, representing us in all matters before _____, and generally dealing with _____ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Authorized Signatory of bidder)

INTEGRITY PACT
Section – XXII

To,

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

Sub: NIT No. for the work Dear Sir,
It is here by declared that **HSCC (India) Ltd., New Delhi** (Procurement Agency) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Purchaser.

Yours faithfully


HOD (Proc.)
HSCC (India) Ltd

HSCC (India) Limited

To

HSCC (India) Ltd

Sub: Submission of Tender for the work of Dear Sir,

I/We acknowledge that HSCC (India) Ltd., New Delhi (Purchaser) is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the Purchaser. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, the Purchaser / HSCC (India) Limited shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of the Purchaser

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20....

BETWEEN

HSCC (India) Ltd (Hereinafter referred as the "Procurement Agencies"), which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(Name and Address of the Individual/firm/Company)Through..... (Details of duly authorized signatory)..... (Hereinafter referred to as the "Bidder/Supplier" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS HSCC on behalf of Purchaser has floated the Tender (NIT No.) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for(Name of work)hereinafter referred to as the "Contract".

AND WHEREAS the Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Supplier(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Purchaser/ HSCC

- (1) The Purchaser / HSCC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Purchaser/ HSCC, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Purchaser/ HSCC will, during the Tender process, treat all Bidder(s) with equity and reason. The Purchaser will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Purchaser/ HSCC shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Purchaser / HSCC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer of the Purchaser/ HSCC and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Supplier(s)



- (1) It is required that each Bidder/Supplier (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/ Supplier (s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/ Supplier (s) will not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's/ HSCC's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/ Supplier (s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, 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 cartelize in the bidding process.
 - (c) The Bidder(s)/ Supplier (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/ Supplier (s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/ Supplier (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/ Supplier (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/ Supplier (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/ Supplier (s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/ Supplier (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Purchaser/ HSCC under law or the Contract or its established policies and laid down procedures, the Purchaser shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Supplier (s) and the Bidder/ Supplier accepts and undertakes to respect and uphold the Purchaser's absolute right:

- (1) If the Bidder(s)/ Supplier (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Purchaser after giving 14 days' notice to the Supplier shall have powers to disqualify the Bidder(s)/ Supplier (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Purchaser. Such exclusion may be forever or for a limited period as decided by the Purchaser.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Purchaser has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Purchaser apart from exercising any legal rights that may have accrued to the Purchaser, may in its

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considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Supplier.

- (3) Criminal Liability: If the Purchaser obtains knowledge of conduct of a Bidder or Supplier, or of an employee or a representative or an associate of a Bidder or Supplier which constitutes corruption within the meaning of IPC Act, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Supplier as deemed fit by the Principal/ Owner.



- (3) If the Bidder/ Supplier can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Purchaser may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Supplier /Subsuppliers

- (1) The Bidder(s)/ Supplier (s) undertake(s) to demand from all subsuppliers a commitment in conformity with this Integrity Pact. The Bidder/ Supplier shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subsuppliers/sub-vendors.
- (2) The Purchaser will enter into Pacts on identical terms as this one with all Bidders and Suppliers.
- (3) The Purchaser will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the Contract to the satisfaction of both the Purchaser and Bidder/ Supplier, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the Contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Purchaser, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Supplier is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies



aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.
IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on
behalf of Purchaser)

..... (For and on
behalf of Bidder/Supplier)

WITNESSES:

1. (signature,
name and address)

2. (signature,
name and address)

Place: Date:

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

Dated 16th February, 2021
Shastri Bhawan, New Delhi

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

Whereas Department for Promotion of Industry and Internal Trade (DPIIT), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement (Preference to Make in India) Order (PPO), 2017 vide no. P 4502/2/2017-B.E.-II dated 15.06.2017, which is partially modified by Order no. P-45021/2/2017-PP (BE-II) dated 28.05.2018, Order no. P-45021/2/2017-PP (BE-II) dated 29.05.2019, Order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

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

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

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

1. **Local Content:** 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

2. **Class-I Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

3. **Class-II local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 25% but less than 50%.

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4. **Non-Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 25%.
5. **Verification of Local Content:**
- a. The 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. The following Committee is being formed for independent verification of self-declarations and auditor's/accountant's certificate on random basis and in the case of complaints-
 1. Chairman - Joint Secretary (Medical Device) in DoP
 2. Member - Director / Deputy Secretary (Medical Devices) in DoP
 3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSCO
 4. Member - Dr. Akshaya Srivastva, Associate Professor, National Institute of Pharmaceutical Education and Research, Ahmedabad
 5. Member - Dr. Jitendra Sharma, CEO & MD, Andhra Pradesh Medtech Zone Ltd, Andhra Pradesh
 - d. In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the complaint by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
6. These guidelines shall be applicable to all Central Sector Schemes/Centrally Sponsored Schemes for procurement made by States and local bodies if project or scheme is fully or partially funded by Government of India.
7. All other provisions of Public Procurement (Preference to Make in India) Order 2017, as revised by DPIIT on 16.09.2020, shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.

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

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

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

Copy to:

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

ANNEXURE-A

AMBULANCE SPECIFICATION				
				Generic Specs
	Type			2.5Litre Diesel FM common rail
ENGINE	Cubic capacity			2494 cc – 2596 cc
	Power			67 kW – 75 kW (2800 RPM)
	Torque			2800 – 3600 rpm 1400 – 2400 rpm
	Fuel distribution			Common Rail Diesel
DIMENSIONS	LXWXH (mm)			5415 x 1900 x 2550
WEIGHT	Kerb weight			1700 kg – 3000 kg
	Gross vehicle weight			2800 kg – 3800 kg
TRANSMISSION				2WD/ Speed Manual Transmission
SUSPENSION	Front			Double wishbone and torsion bar spring OR Semi Elliptical Leaf Spring with Hydraulic shock Absorber & Anti Roll Bar
	Rear			Leaf spring
TYRES				195R15C or 215/15 R 15
BRAKES	Front			Disc
	Rear			Drum
FUEL	Type Capacity			Diesel 70 Liters
EXTERIOR COLOUR				White
Standard Features Required				
• Glove box				YES
• Front and rear mud guards				YES
• Spacious interior cabin				YES
• Wide super body with high roof				YES
• Audio with 2 speakers				IN BULT IN LIGHT BAR
• Body protection film				Body protection film preferably
• EMT Logo and call centre (151) on exterior				EMT Logo and call centre (151) on exterior
Ambulance Equipment				
• Multi flashing Beacon				High Intensity Flasher & Wailing Horn
• Main stretcher				Main stretcher
• Electric siren amplifier and speaker (2 tone type with microphone)				Electric siren amplifier and speaker (2 tone type with microphone)
• First Aid Box/ bag type				First Aid Box/ bag type

• Intravenous feeding hook		Intravenous feeding hook
• Frosted glass back ½, side 2/3		Frosted glass back ½, side 2/3
• Fire Extinguisher		Fire Extinguisher
• Partition with slide window		Partition with slide window
• Reverse Camera with Sensor and fog light		Reverse Camera with Sensor and fog light
• Flexible type – patient lamp		Flexible type – patient lamp
Additional specification requirement		
Main stretcher with loading capacity of 350kg and above		Main stretcher with loading capacity of 350kg and above
Attendant seat (for 4 person)		Attendant seat (for 4 person)
Four (4) doors (specification: 2 front doors (driver/assistant) one (1) side sliding door and one (1) rear door)		Three (3) doors (specification: 2 front doors (driver/assistant) and one (1) rear door) Preferably Four (4) doors (specification: 2 front doors (driver/assistant) one (1) side sliding door and one (1) rear door)
Right hand drive		Right hand drive
Adjustable driver seats		Adjustable driver seats
Rear wheel drive		Rear wheel drive
Air Condition		Air Condition
<u>VHF Radio with waterproof walkie-talkie (two way radios)</u>		<u>Preferably VHF Radio with waterproof walkie-talkie (two way radios)</u>
Manual transmission		Manual transmission
4X4 capability if available		2X4 Preferably 4X4 capability if available
Multi Flashing Beacon with Sirens		Multi Flashing Beacon with Sirens
High Roof Ambulances		High Roof Ambulances
Body		Monocoque
Emission Norms		The ambulance van shall be BS-VI compliant

Irrespective of the specifications mentioned below, it shall be deemed that the vendor is fully aware that the ambulances will operate in extremely steep hilly terrain in the Seychelles. It shall be the responsibility of the vendor to supply a vehicle that is fully compatible with the intended operating terrain. For this purpose, the vendor shall provide one vehicle for trial in the Seychelles, and only upon satisfactory testing and approval by the host country delivery of the remaining vehicles will be permitted.

MEDICAL EQUIPMENT FOR ALS AMBULANCE		
	Technical Specifications	Complied Yes/No
2	<u>Defibrillator cum Multi Para monitor Patient Monitor</u> • The machine should have facility for ECG Monitoring, external & internal Defibrillation, transcutaneous pacing & in-built recorder.	
	• The machine must have optional facility to monitor vital sign parameter such as mainstream EtCO₂ and SpO₂.	
	• Should work on manual and automated external defibrillation in Bi-phasic mode. The maximum energy delivered by the device should be at least 200J or more.	

• Should have backlit 6 inch or more color LCD display that provides clear visibility even under bright daylight.	
• Should have display of at least 4 waveforms of monitoring parameters and their numerical data.	
• System should have instant boot up time, less than 4 seconds (to be demonstrated).	
• Should have easy operation of all functions through single rotary knob.	
• Should monitor ECG through external paddles and monitoring electrodes.	
• Should have lightweight mainstream EtCO2 sensor (preferably <10g weight) which can be use on both intubated and non-intubated patient. {Optional, Price to be quoted separately}.	
• Should have external paddles with paddles contact indicator- for good paddle contact. Single adult and pediatric paddles should be available.	
• Should have fast charging time, charging 200J in 5 seconds or less on both mains & battery.	
• Should have advanced disposable pads with noiseless function to suppress CPR noise during chest compressions. (Optional, Price to be quoted separately).	
• Should have advanced wireless CPR audio-visual feedback system which can be used in synchronization with defibrillator provides real time feedback from each compression, guides compression for depth, rate and release. It can be used as training assist device. (Optional, Price to be quoted separately).	
• The machine should have charge and discharge button on front panel & paddles.	
• Should have self-test status indicator that displays daily and monthly self-test results.	
• Should display alarm message and have alarm indicator on top of the machine to view from distance the alarm type and patient condition.	
• After defibrillation, the ECG waveform must recover within 5 seconds for immediately checking the result of defibrillation.	
• The machine should be compact, portable with built in rechargeable battery, weight of the total machine should not be more than 8 Kg.	

	• Should have a battery capable of giving 80 discharges of maximum energy, 3 hours of continuous monitoring or 1 hour of external pacing.	
	• The battery charging time should be less than 4 hours to full charge.	
	• It should have facility to store patient data and review data on SD Card/USB.	
	• Machine must be vibration resistant, it should meet international standard MIL-STD 810F 514.5 category 4 and 9 for truck ambulance and Helicopter ambulances respectively, for transfer of patients.	
	• Machine must be able to operate in extreme environment conditions; it should operate from 0°C to 45°C and should be highly resistant to water and dust.	
	• Should meet IP44 Level for water resistance and Protection against harmful ingress of dust.	
	• Should conform to latest safety standards, such as IEC-60601-2-4, IEC-60601-1-2, ISO 14971: 2007, EN 1789: 2007 etc.	
	• Must be European CE approved product.	
	• <u>The machine should be supplied with</u> • ECG 3 lead cable with connection cord - 01 No.	
	• ECG paper roll-2 Nos.	
	• Pacing Cable with AED Pads	
3	<u>Syringe Pump</u> • Microprocessor controlled Syringe Infusion Pump. • Should have Rate Mode, Time Mode, Dose Mode, Intermittent Mode and Drug Library for 100 or more drugs. • Should have facility for Automatic syringe size detection for 5 ml, 10 ml, 20 ml, 30 ml, 50ml. • Should also have facility to accept any unknown brand of syringe in the form of custom syringe. • Alarms Infusion completion, Occlusion pre alarm, Empty Occlusion, Near Completion, Low battery & Adjustable Buzzer Volume. • Adjustable Visual and audible alarms. • Should have bolus facility with bolus rate from 0.1 to 2000 ml/hr. Anti/Manual bolus and auto bolus facility. • Rechargeable battery operating time approx 8 hours or more at the rate of 5 ml/hr	

	• Should have 90-degree rotation ole clamp convenient for horizontal bar or vertical IV pole.	
	• Should have facility for front loading of syringe.	
	• Flow rate adjustable form 0.1 ml/hr- 2000 ml/hr. (depending on the syringe capacity)	
	• Online changing of delivery rate possible without stopping the unit.	
	• There should be digital or dial gauge on screen display of functioning pumping pressure on 3.0" or bigger screen.	
	• The Pump closing should be stackable.	
	• Internal function alarm. Drive disengaged alarm & should have KVO (Keep Vein Open) Mode. Should have keypad locking facility.	
	• User manual with trouble shooting guidance should be provided by supplier.	
4	<u>Transport Ventilator</u> • Should be light weight (less than 4.5 kg.), robust (drop and Ventilator water resist) and user friendly. Time-cycled, Volume & Pressure controlled Ventilator, suitable for adults and Peaditric	
	• Microprocessor controlled, electrically driven ventilator, provided with integrated battery for atleast 5 hr or More and Extendable upto 10 hours backup.	
	• Display Screen Size 7 inches or more capacitive touch screen	
	• Screen brightness can be automatically adjusted based on ambient light	
	• Should be able to display device battery percentage in numeric value even in off condition to alert the user about battery level at an emergency situation	
	• Machine should be able to Generate maximum inspiration flow $\geq$ 210L/min.	
	• Maximum working altitude: not less than 7500m.	
	• Shall have inbulid tool to calculate the remaining time of connected oxygen cylinder based on current ventilator settings	
	• Types of Ventilation: Volume & Pressure.	
	• Modes of ventilation	
	• CMV- Pressure, Volume	
	• Assist Control - Pressure, Volume	
	• SIMV- Pressure, Volume.	
	• NIV Ventilation possible with leakage compensation	

	• Cardiopulmonary Resuscitation Ventilation mode	
	• O2 therapy Option should be standard	
	• Optional-Advanced Mode: Volume Support {VS}, Airway Pressure Release Ventilation (APRV), Adaptive Minute Ventilation {smart ventilation mode aiming at minimize work of breathing of patients based on Otis Equation like AMV, ASV or other}	
	• Patient-ventilator synchronization technology (eg. IntelliCycle, IntelliSync+), able to automatically adjust pressure rise time, inspiratory and expiratory sensitivity.	
	• PEEP facility	
	• Separate control for inspiratory,, Manual Ventilation	
	• Monitoring Waveform: Pressure-Paw & Insp Flow.	
	• Adjustable pressure limit to safely cope with all patients.	
	• Low/High inflation pressureNolume/Frequency alarm.	
	• Pneumatic Source: Turbine Ventilator	
	• Control Settings: • a). Tidal Volume, b). Insp. Pressure 1--60 cmH2O, c). Adjustable Inspiratory time: 0.5-5 Sec with above controls one should be able to deliver I:E ratio from 2:1 to 1:5.	
	• F1O2: Adjustable from 21% to 100% oxygen.	
	• Should deliver Tidal Volume of 20-2000ml.	
	• Volume & Pressure Controlled Ventilator , Suitable for adults and peadiatric	
	• 13) Equipment should be complete with carry bag, patient circuit (Adult -3 nos Reusable, Pediatric - 5 nos disposable, Infant - 5 no disposable) and relief valve, pressure regulator for attaching portable oxygen cylinder.	
	• Non-consuming oxygen sensor , require no calibration and maintenance	
	• Should have airway pressure monitor	
	• Should have a disconnect alarm. (Visual and audible)	
	• Supports WiFi, Bluetooth for data transmission and should have capability to send live data from remote ambulance to hospital	
5	Suction Pump (Electronic) • Equipment shall be with 12V DC/AC Maximum negative pressure from - 200 -800 m bar in steps of 100 or less with suitable setting marks.	
	• Sufficient capacity 500 ml secretion bottles with efficient over-flow protected with adjustable negative pressure (Min. 5 Nos. Polycarbonate & autoclave able)	

	• Ambulance Wall/Floor mountable.	
	• Power Pack rechargeable Nied/Lithium Battery 12 V with battery chargers connecting cable for connection to 230 v AC+ 10%, 50 Hz and with provision for recharging from the vehicle with vehicle circuit connecting cable.	
	• Battery charged life shall be of min. 60 minutes or above	
	• Suction capacity 30 litre per minutes	
	• Should have USFDA /European CE/ISO Certified.	
6	<u>Trolley Stretcher- with back tilt facility and collapsible wheels for uploading into the trolley</u> • Automatic collapsible loading stretcher.	
	• Built with anodized aluminum lightweight /stainless steel.	
	• Adjustable back rest 0 dg -90 dg which allows to fix the back rest safety in any position.	
	• Side protections completely overturnable/foldable.	
	• Safety lever for the legs positioned near the unlocking device allowing thus the release operation for the loading, keeping the hands on the stretcher.	
	• Vertical legs protected by nylon wedges.	
	• Automatic centering device mounted on rotating wheels. This system automatically blocks the back wheels in the central position during the loading of the stretcher on the ambulance without having turn the wheels manually.	
	• Length; 190-200 cm	
	• Width: 55-60cm	
	• Height: 80-85cm	
	• Weight 35-40 kg	
	• Stand for automatic loading stretcher with locking facility for quick fixing system with handle to mount the stand in very position on the stretcher.	
	• Should be AIS-125 and EN 1865 certified.	
7	<u>Stretcher Scoop</u> • The equipment shall be lightweight aluminium stretcher, which folds in two half and separates for application and removal, locking adjustable length with latches-with nylonstraps	
	• Narrow foot end frame for handling in confined areas.	

	Length of the scoop stretcher can be changed to 160 to 215 cm prove that the NIT stipulated parameters regarding width, weight and load capacity remain under the prescribed limit.	
	Length 160 to 200 Cm	
	Width: 42 cm {Minimum}	
	Weight: < 10kg.	
	Load capacity -120 kg (Min.)	
	Should be EN 1865 Certified	
8	<u>Spinal Board</u> Should be in plastic material of high strength and Water proof.	
	It should be easy to use for the quick and total fixing of the head Immobilizer and two cavities when the board lays on the Floor, when the base is blocked in the traditional way that allow to avoid damages to rip-off straps during the usage or accommodation in the ambulance.	
	It should be supplied with 3 belts with rapid unhooking buckle in all three belts.	
	Should have radio transparency to make radiological examinations/x-rays without removing the patient from the board.	
	Length: 180 - 190cm; Breadth: 40 - 48cm ; Height: 5 to 7cm.	
	Weight < 8 kg	
	Loading capacity should be upto 150kgs prove that the NIT weight of the weight of the board remain under NIT stipulated limit.	
	Should be EN 1865 Certified.	
9	<u>Cardiac Monitor</u> Monitor should be of capable of monitoring adult, pediatric and neonatal patients	
	High visibility with large color screen and additional alarm light.	
	Screen size at least 12 inches TFT LCD display with rotary Knob for easy viewing from distance in large intensive care unit.	
	It should monitor ECG, Spo2, NIBP, Respiration and 2-Temperature. The monitor should be upgradable to IBP and ETCO2.	
	Monitor should have minimum 6 waveforms.	

	• Monitor should have trending facility for at least 72 hours.	
	• Must have an inbuilt continuous battery backup for minimum 3 hours.	
	• The monitor should have 7 lead ECG display (simultaneous)	
	• Standard certifications CE Certified or BIS approved.	
	• The quoting firm must give demonstration of the quoted model.	
	• <u>Accessories supplied for each monitor:</u>	
	• 5-lead ECG Cable- 1 no.	
	• Spo2 sensor Adult/Pediatric -1 no.	
	• NIBP Cuff Adult-1 no.	
	• NIBP Cuff Paed.-1 no.	
	• Temp probe-Rectal & Skin-1 no. each	
10	<u>Hand Sanitizer</u> • 500 ml	
	• With pressure pump	
11	<u>Fetal Doppler</u> • Should be handheld portable foetal doppler	
	• Device should have large and clear Color LCD Display of size 2" or more.	
	• Should display Fetal waveform.	
	• Should have different display modes for FHR curve and big font.	
	• Device should have Li-ion rechargeable battery and should have facility to charge through micro USB	
	• Should work continuously for greater than 4 hours or more	
	• Should have high sensitivity ultrasound probe which is safe on foetus	
	• Device should have a probe operating at 2.5 Mhz	
	• Volume should be adjustable	
	• Should have a fetal heart range of 50-199 bpm	
	• Should have continuous wave doppler modes	
	• Should have a socket for headphone connection	
	• Should have internal probe storage	
	• Manufacturer should be ISO certified	
12	<u>ECG Machine</u> • Technical Specifications for Portable 12 Channel ECG Recorder	

• Electrocardiograph should have capability of recording 12-lead ECG and should have the following features:	
• Should have simultaneous acquisition of 12 Leads	
• Should have a display to preview the ECG waveform before printing	
• Should have 7 inch or more display with high resolution screen	
• Should be compact, portable and easy to operate	
• Should have keyboard for manual entry of patient data	
• Should have provision for providing Hospital Name on the printed record	
• Should work on Li-ion battery	
• Should have a frequency response of 0.01-300 Hz	
• Should have sampling frequency of 15,000 Hz or more	
• The device should weigh less than 5.5 kgs with battery	
• Should have a special arrhythmia triggered mode of printing	
• Should have Pacemaker detection facility	
• Should be able to record on different modes of sensitivity: 2.5,5,10,20 mm/mV & AGC	
• Should have different recording speeds: 5, 10, 12.5, 25 and 50 mm/sec	
• Should have different tilters available for smoothing of waveform	
• Should have AC Filter, EMG Filter: 25 or 35 or 45 Hz or OFF	
• Should have Anti-Drift Filter	
• Should have different print formats: 3/6/12, 3x4 with rhythm leads, 6x2, 12x1	
• Should have a large storage of 700 ECGS or more	
• In case of error in lead connections, the machine should display the change in color of particular lead.	
• Should be able transfer data directly in PDF format to USB	
• Should be able to printout records on thermal paper as well Z-Fold	
• Should have facility of printing in automatic/ manual/ rhythm/ R-R mode of printing	
• Should have facility for interpretations and measurements	
• Should provide detailed printout of patient data	
• Should have paper of minimum width of 210mm	

	• Should have the capability to generate any number of ECG Copies for distribution	
	• Should be able to connect to PC	
	• Should be able to operate to a maximum of 4 Hours on a newly charged battery	
	• Should have direct external printer connectivity	
	• The unit should be portable and should be able to carry with help of a handle.	
	• <u>The device should be provided with standard accessories;</u> • ECG Cable (Adult)-1 No	
	• Gel Bottle- 1 No	
	• Chest Electrodes (Set of 6)- 1 No	
	• Limb Electrodes (Set of 4)- 1 No	
	• Z-fold Paper - 1 pack	
	• User Manual-1 No.	
13	<u>Pulse oximeter</u> • Should be Easy-to-operate.	
	• Should be Accurate results of blood oxygen saturation and pulse rate.	
	• Displays perfusion index percentage.	
	• Should be Anti-ambient light interference and anti-motion technology.	
	• Display: Color	
	• Low power consumption.	
	• Battery display and low power indicator.	
	• Blood Oxygen Saturation: 70-99.9%.	
	• Pulse Rate: 30-250 bpm.	
	• Powers supply 2 Nos AAA Battery.	
14	<u>Thermometer (manual & electronic)</u>	
	Manual • Mercury based Thermometer-1 No.	
	Digital • Digital Themometer-1 No.	
15	<u>AED</u> • Micro processor based system. Extremely gentle detibrillation energy using bi-phasic defibrillation.	
	• Should Have Screen Size of 1.96" Inches and Weight not more than 2.3 KG including battery	

	• Device should based on Biphasic Truncated Exponential technology with automated voltage and duration compensation for Patient impedance.	
	• Range of Selected Energy 100J-360J for Adult & 10) -100J for Child	
	• Power on Time<2 Second, ECG analysis <5 Second,charge time -0 Second	
	• Company should have AED Management System	
	• The device on opening flap should be ready to use i.e. electrodes can remain pre connected	
	• Easy operation in 3 steps: START - ANALYSIS - SHOCK; automatic analysis.	
	• Should have facility for AED defibrillation.	
	• Facility of ECG pickup from disposable pads connected.	
	• Adult and paediatric application should be integrated.	
	• Should have speaker for voice prompts for the same while following a protocol.	
	• Device should assist for giving accurate CPR with beeping at required frequency.	
	• Device should have Self test facility	
	• Should have storage facility of 2 electrodes Le. 1 adult & 1 paediatric	
	• Manufacturing company should have offices in India for prompt services & Maintenance.	
	• AED Must be supplied with Li-MnO₂ battery, 4200mAh, disposable and AED Pads.	
16	<u>Medicines and Consumables</u> 1. Inj. Noradrenaline - 05 Amp. 2. Inj. DICLOFENAC - 05 Amp. 3. Inj. Paracetamol - 05 Amp. 4. Inj. Magnesium Sulphate - 05 Amp. 5. Inj. Ranitidine - 05 Amp. 6. inj. Pantaprazole - 5 vail 7. Inj. Ondansetron - 05 Amp. 8. Surgical Gloves - 6½, 7, 7½ - 5 pair each 9. 3 WAT EXTENSION 10 CM - 5 PCS 10. I.V CANNULA 18,20,22 - 2 EACH 11. E.T TUBE 4,5,6,7 - 2 EACH 12. I.V Set - 5 PCS 13. B.T Set - 5	

	14. Paper Tape 3" - 2pc	
	15. O2 mask Adult & paed. - 2 each	
17	Waste Bin • 4 Litre Capacity • Foot Operated • Plastic Material	
18	Oxygen cylinder "D" Type • It should be of a standard one 46.7 ltr water capacity cylinder with 6000 to 7000 Liters (6 to 7 M3) oxygen capacity at a pressure of 1800 - 2000 Lbs/inch².	
19	Oxygen cylinder "B" Type • Colour coded light weight. Oxygen cylinder for providing oxygen therapy of total capacity of 1500Ltr. • Mounted with pressure reducer and flow-meter provision of capacity up to 15 Litres per minutes and outlet for secretion aspiration. • Should be provided with an adapter to refill the cylinder from a bulk cylinder. • Should be membrane pressure reducer with manometer complete with flow meter 0-15 litres /min. and humidifier.	
20	Suction Pump • Hand Operated suction Pump • Designed for Application : Patient Transfer -EMS/ Ambulance Technical features Plastic Moulded Housing Max. Vacuum/Lpm -450 Mm Hg Jars: 1 X 200 ML Jar	
21	Laryngoscope with blades • Standard equipment in metal with 3 each of standard size Macintosh & Millar blades and one extra large blade So as to cover complete range of (Adult, Paediatric and Infant) • Handle should have comfortable grip. • Good quality light source integrated light source (Fibre optic/conventional).	
22	Artificial Manual Breathing Unit (Adult) • The equipment shall be with: • Easy Grip manual resuscitator with transparent face - mask. • Adult Use. • Standard Swivel connector allows connections to all common masks/endotracheal Tubes. • Provision to give supplemented oxygen-by-oxygen reservoir providing 100% oxygen.	

	• Non-rebreathing valve enabling the patient to inspire oxygen from the reservoir bag.	
23	<u>Artificial Manual Breathing Unit (Paediatric)</u> • The equipment shall be with: • Easy Grip manual resuscitator with transport facemask.	
	• Paediatric Use.	
	• Provision to give supplemented oxygen by oxygen reservoir providing 100% oxygen. Non-rebreathing valve enabling the patient to inspire oxygen from the reservoir bag.	
24	<u>Canvas Stretcher Folding</u> • Should be lightweight.	
	• Should be easy to carry.	
	• Size: 200 to 210L, 50 to 60cm Width and 15-20cm base level.	
	• Should be rugged.	
	• Should be compact & foldable.	
	• Should have automatic locking, which does not fold in automatically.	
25	<u>B.P. Instrument Aneroid</u> • Scale 0-300 mmhg. Air release at closed lap max 4mmHg/Minute.	
	• Manual setting of deflation possible upto 2/3mmHg/s. From 260mmHg. To 15mm Hg max deflation time 10 seconds. Gauge's background in white colour.	
	• Graduated scale for ever/ 2mmhg, with bigger notches ungraduated every 10 units and bigger graduated every 20 units, nylon rip-off straps cuff matching colours with pouch, latex bulb with completely chromium plated valve. Air taps wholly chromium plated with regulation of vent-hole air by screw valve.	
	• Nylon off pouch with zip.	
26	<u>Stethoscope</u> • Stethoscope with standard adult size	
	• Chromium plated metal binaural.	
	• V rubber tube in one piece.	
	• Rotating piper fitting for both functions.	
27	<u>Pneumatic Splints set of 6 adult sizes with carrying case</u> • Hand & Wrist	
	• Half arm	
	• Full arm	

	• Foot and ankle	
	• Half leg	
	• Full leg	
	• X-ray should be possible through the splints	
	• Inflatory tubes' extension with dosing clamp makes dosing easy and quick after inflation.	
	• Fixing of splint is by zipper or belt	
	• Distal end left open to expose toes	
	• Should be washable and reusable	
	• Material shall be neoprene rubber.	
28	<u>Emergency scissors/Gauze Cutter</u> • Emergency scissors with thermoplastic handle and steel blade to cut clothes.	
	• length should be 18 cm.	
29	<u>Artery Forceps</u> • Standard equipment in stainless steel 14 cm	
30	<u>Magilis forceps</u> • Standard equipment in stainless steel.	
	• Adult , Child and Paediatric.	
31	<u>Cervical Collar</u> • Should be adjustable to 4 different sizes.	
	• Should be pre-molded chin support, locking dips and rear ventilation panel, enlarged trachea opening.	
	• Should be high-density polyethylene and foam padding with one piece design enables efficient storage where space is limited.	
	• Should be X-ray lucent and easy to clean and disinfect.	
32	<u>First Aid Bag</u> • The bag should be possible to carry via a shoulder strap and also by handles and as a back pack to suit the convenience of the user.	
	• It should be resistant to wear and tear. It should be waterproof.	
	• There should be space for multiple colour coded pouches which should be possible to arrange as relevant to Airway, Breathing, Circulation, Disability management and carrying essential Injectable medicine vials or fluid. It should not have less than 4 external pockets and not less than 5 detachable colour coded compartments /pouches with transparent windows to enable user to see the contents without opening them.	

	• The bags should also have space to safely store used needles, blades etc. less than 3kg, should sustain minimum 10kg. wt. equipment, medicines and accessories.	
33	<u>Double head Immobilizer for scoop stretcher Immobilizer for scoop stretcher</u> • Should be of two adult sizes (large and medium) and one paediatric size.	
	• Should be with padded belts for the fixing.	
	• It should be covered by a liquid proof and bacterial proof material.	
	• Should be high density plastic material.	
34	<u>Portable hand-held Glucometer</u> • The glucometer with test strips and standard accessories	
35	<u>Nebulizer (Electric)</u> • Electric Nebulizer With necessary accessories- nebulization mask, tubing and cable cord for nebulizer.	
36	<u>Wheel Chair-Foldable</u> • Wheel chair body with Safety belts	
37	<u>Rescue Equipment for ALS ambulance</u> • The following additional items will be carried by each ALS ambulance: • Hammer, one four pound with 15 inch handle.	
	• One axe	
	• Wrecking Bar, minimum 24-inch (bar and 1 w preceding items can either be separate or combined as a forcible entry tool).	
	• Crowbar, minimum 48 inches, with pinch point.	
	• Fire extinguisher (Carbon dioxide based, portable)	
	• Basic protective clothing including high visibility reflective jacket or tabard - 2 no	
	• Safety/Debris Gloves, pair - 2 no.	
	• Safety shoes, pair - 2 no	
	• Safety Helmet - 2 no.	
	• Seat belt cutter - 1 no.	
	• Warning triangle lights - 2 no.	
	• Spotlight - 1 no.	

MEDICAL EQUIPMENT FOR BLS AMBULANCE		
	Technical Specifications	Complied (Yes/No)
2	<u>Suction Pump (Electronic)</u> Equipment shall be with 12V DC/AC Maximum negative pressure from -200 -800 m bar in steps of 100 or less with suitable setting marks.	
	Sufficient capacity 500 ml secretion bottles with efficient over-flow protected with adjustable negative pressure (Min. 5 Nos. Polycarbonate & autoclave able)	
	Ambulance Wall/Floor mountable.	
	Power Pack rechargeable Nicd/Lithium Battery 12 V with battery chargers connecting cable for connection to 230 v AC+ 10%, 50 Hz and with provision for recharging from the vehicle with vehicle circuit connecting cable.	
	Battery charged life shall be of min. 60 minutes or above	
	Suction capacity 30 litre per minutes	
	Should have USFDA /European CE/ISO Certified.	
3	<u>Trolley Stretcher- with back tilt facility and collapsible wheels for uploading into the trolley</u> Automatic collapsible loading stretcher.	
	Built with anodized aluminum lightweight /stainless steel.	
	Adjustable back rest 0dg-90 dg which allows to fix the back rest safety in any position.	
	Side protections completely overturnable/foldable.	
	Safety lever for the legs positioned near the unlocking device allowing thus the release operation for the loading, keeping the hands on the stretcher.	
	Vertical legs protected by nylon wedges.	
	Automatic centering device mounted on rotating wheels. This system automatically blocks the back wheels in the central position during the loading of the stretcher on the ambulance without having turn the wheels manually.	
	Length; 190-200 cm	
	Width: 55-60cm	
	Height: 80-85cm	
	Weight 35-40 kg	

	• Stand for automatic loading stretcher with locking facility for quick fixing system with handle to mount the stand in very position on the stretcher.	
	• Should be AIS-125 and EN 1865 certified.	
4	<u>Stretcher Scoop</u> • The equipment shall be lightweight aluminium stretcher, which folds in two half and separates for application and removal, locking adjustable length with latches-with nylonstraps	
	• Narrow foot end frame for handling in confined areas.	
	• Length of the scoop stretcher can be changed to 160 to 215 cm prove that the NIT stipulated parameters regarding width, weight and Load capacity remain under the prescribed limit.	
	• Length 160 to 200 Cm	
	• Width: 42 cm {Minimum}	
	• Weight: < 10kg.	
	• Load capacity -120 kg (Min.)	
	• Should be EN 1865 Certified	
5	<u>Spinal Board</u> • Should be in plastic material of high strength and Water proof.	
	• It should be easy to use for the quick and total fixing of the head Immobilizer and two cavities when the board lays on the Floor, when the base is blocked in the traditional way that allow to avoid damages to rip-off straps during the usage or accommodation in the ambulance.	
	• It should be supplied with 3 belts with rapid unhooking buckle in all three belts.	
	• Should have radio transparency to make radiological examinations/x-rays without removing the patient from the board.	
	• Length: 180 - 190cm; Breadth: 40- 48cm; Height: 5 to 7cm.	
	• Weight <8kg	
	• Loading capacity should be upto 150 kgs prove that the NIT weight of the weight of the board remain under NIT stipulated limit.	
	• Should be EN 1865 Certified.	

6	<u>Hand Sanitizer</u>	
	• 500 ml • With pressure pump	
7	<u>Pulse oximeter</u>	
	• Should be Easy-to-operate.	
	• Should be Accurate results of blood oxygen saturation and pulse rate.	
	• Displays perfusion index percentage.	
	• Should be Anti-ambient light interference and anti-motion technology.	
	• Display: Color	
	• Low power consumption.	
	• Battery display and low power indicator.	
	• Blood Oxygen Saturation: 70-99.9%.	
	• Pulse Rate: 30-250 bpm.	
8	• Powers supply 2 Nos AAA Battery.	
	<u>Thermometer (manual & electronic)</u>	
	Manual	
	• Mercury based Thermometer-1 No.	
	Digital	
	• Digital Themometer-1 No.	
9	<u>Medicines and Consumables</u>	
	1. Inj. Noradenaline - 05 Amp.	
	2. Inj. DICLOFENAC - 05 Amp.	
	3. Inj. Paracetamol - 05 Amp.	
	4. Inj. Magnesium Sulphate - 05 Amp.	
	5. Inj. Ranitidine - 05 Amp.	
	6. inj. Pantaprazole - 5 vail	
	7. Inj. Ondensetron - 05 Amp.	
	8. Surgical Gloves - 6½, 7, 7½ - 5 pair each	
	9. 3 WAT EXTENSION 10 CM - 5 PCS	
	10. I.V CANNULA 18,20,22 - 2 EACH	
	11. E.T TUBE 4,5,6,7 - 2 EACH	
	12. I.V Set - 5 PCS	
	13. B.T Set - 5	
	14. Paper Tape 3" - 2 pc	
	15. O2 mask Adult & pead. - 2 each	
10	<u>Waste Bin</u>	
	• 4 Litre Capacity • Foot Operated	

	• Plastic Material	
11	<u>Oxygen cylinder "D" Type</u> • It should be of a standard one 46.7 ltr water capacity cylinder with 6000 to 7000 Liters (6 to 7 M3) oxygen capacity at a pressure of 1800 -2000 Lbs/inch².	
12	<u>Oxygen cylinder "B" Type</u> • Colour coded light weight. Oxygen cylinder for providing oxygen therapy of total capacity of 1500Ltr.	
	• Mounted with pressure reducer and flow-meter provision of capacity up to 15 Litres per minutes and outlet for secretion aspiration.	
	• Should be provided with an adapter to refill the cylinder from a bulk cylinder.	
	• Should be membrane pressure reducer with manometer complete with flow meter 0-15 litres /min. and humidifier.	
13	<u>Suction Pump</u> • Hand Operated suction Pump	
	• Designed for Application : Patient Tranfer -EMS/ Ambulance Technical features Plastic Moulded Housing Max. Vacuum/Lpm -450 Mm Hg Jars: 1 X 200 MI Jar	
14	<u>Laryngoscope with blades</u> • Standard equipment in metal with 3 each of standard size Macnitosh & Millar blades and one extra large blade So as to cover complete range of (Adult, Peadiatric and Infant)	
	• Handle should have comfortable grip.	
	• Good quality light source integrated light source (Fibre optic/conventional).	
15	<u>Artificial Manual Breathing Unit (Adult)</u> • The equipment shall be with: • Easy Grip manual resuscitator with transparent face - mask.	
	• Adult Use.	
	• Standard Swivel connector allows connections to all common masks/endotracheal Tubes.	
	• Provision to give supplemented oxygen-by-oxygen reservoir providing 100% oxygen.	

	• Non-rebreathing valve enabling the patient to inspire oxygen from the reservoir bag.	
16	<u>Artificial Manual Breathing Unit (Paediatric)</u> • The equipment shall be with: • Easy Grip manual resuscitator with transport facemask.	
	• Paediatric Use.	
	• Provision to give supplemented oxygen by oxygen reservoir providing 100% oxygen. Nonrebreathing valve enabling the patient to Inspire oxygen from the reservoir bag.	
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	• Should be easy to carry.	
	• Size: 200 to 210 L, 50 to 60cm Width and 15-20cm base level.	
	• Should be rugged.	
	• Should be compact & foldable.	
	• Should have automatic locking, which does not fold in automatically.	
18	<u>B.P. Instrument Aneroid</u> • Scale 0-300 mmhg. Air release at closed lap max 4mmHg/Minute.	
	• Manual setting of deflation possible upto 2/3mmHg/s. From 260mmHg. To 15mm Hg max deflation time 10 seconds. Gauge's background in white colour.	
	• Graduated scale for ever/ 2mmhg, with bigger notches ungraduated every 10 units and bigger graduated every 20 units, nylon rip-off straps cuff matching colours with pouch, latex bulb with completely chromium plated valve. Air taps wholly chromium plated with regulation of vent-hole air by screw valve.	
	• Nylon off pouch with zip.	
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	• Chromium plated metal binaural.	
	• V rubber tube in one piece.	
	• Rotating piper titting for both functions.	

20	<u>Pneumatic Splints set of 6 adult sizes with carrying case</u> • Hand & Wrist	
	• Half arm	
	• Full arm	
	• Foot and ankle	
	• Half leg	
	• Full leg	
	• X-ray should be possible through the splints	
	• Inflatory tubes' extension with dosing clamp makes dosing easy and quick after inflation.	
	• Fixing of splint is by zipper or belt	
	• Distal end left open to expose toes	
	• Should be washable and reusable	
	• Material shall be neoprene rubber.	
21	<u>Emergency scissors/Gauze Cutter</u> • Emergency scissors with thermoplastic handle and steel blade to cut clothes. • length should be 18 cm.	
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23	<u>Magilis forceps</u> • Standard equipment in stainless steel.	
	• Adult, Child and Paediatric.	
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	• Should be X-ray lucent and easy to clean and disinfect.	
25	<u>First Aid Bag</u> • The bag should be possible to carry via a shoulder strap and also by handles and as a back pack to suit the convenience of the user.	
	• It should be resistant to wear and tear. It should be waterproof.	

	• There should be space for multiple colour coded pouches which should be possible to arrange as relevant to Airway, Breathing, Circulation, Disability management and carrying essential Injectable medicine vials or fluid. It should not have less than 4 external pockets and not less than 5 detachable colour coded compartments/ pouches with transparent windows to enable user to see the contents without opening them.	
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29	<u>Wheel Chair-Foldable</u> • SS body with Safety belts	
30	<u>Rescue Equipment for BL S ambulance</u> • The following additional items will be carried by each BLS ambulance: • Hammer, one four pound with 15 inch handle.	
	• One axe	
	• Wrecking Bar, minimum 24-inch (bar and 1w preceding items can either be separate or combined as a forcible entry tool).	
	• Crowbar, minimum 48 inches, with pinch point.	
	• Fire extinguisher {Carbon dioxide based, portable}	
	• Basic protective clothing including high visibility reflective jacket or tabard - 2 no	

	• Safety/Debris Gloves, pair - 2 no.	
	• Safety shoes, pair - 2 no	
	• Safety Helmet -2 no.	
	• Seat belt cutter - 1 no.	
	• Warning triangle lights - 2 no.	
	• Spotlight - 1 no.	