

E- Open Tender NATIONAL TENDER ENQUIRY DOCUMENT

**FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF MEDICAL EQUIPMENTS**

For & on behalf of
FOR

**LGB REGIONAL INSTITUTE OF MENTAL HOSPITAL,
TEZPUR, ASSAM**

Tender Enquiry Document No.:

HSCC/LGBRIMH/Medical Equipment/2017/03

Dated 27.12.2017

BY



HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)
Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) - 201 301
PHONE: 0120-2540153
FAX: 0120-2542447
URL: www.hsccltd.com

Important to Bidder:

A. Off- line documents submission:- Sealed part –I document is to be submit in tender box in as per the schedule mentioned in section –I.

- **Bid Security (EMD) – in original**
- **Affidavit- in original.**
- **Bid Summary Sheet**

Note:

- 1. Bidders are advice to submit above mentioned documents in tender box only in hard copy.**
- 2. EMD favour of “HSCC (India) Ltd” payable at New Delhi/ Noida**

B. On line documents submission:-

- **(i) Part –II : Following scan documents upload as per chronological order as mentioned below:**
- **1st folder/file with name as a “ 01 Bid summary sheet”:-** Bid summary sheet should be as per Section XXII
- **2nd folder/file with name as a “02 Tender Fee and EMD”:-** Demand draft / BG
- **3rd folder/file with name as a “ 03Power of Attorney”:-** Power of attorney should be as per Section XXIII
- **4th folder/file with name as a “04 Tender Form”:-** Tender form should be as per section X.
- **5th folder/file with name as “05 Manufacturers Authorization Form”:-** Manufacturers Authorization Form should be as per SECTION – XIV
- **6th folder/file name as “06 Affidavit/Undertaking”:-** Affidavit/Undertaking should be as per Section XIX.
- **7th folder/file with name as “07 Proforma A”:-** The performa “A” should as per TE document and supported **with purchaser order in accordance to section –IX in order to qualify the qualification criteria. The latest purchaser order along with End user certificate /installation certificate is to be scan from original copy.**
- **8th folder/file name as a “08 PAN and Certificate of Incorporation/Declaration”:-** PAN Card and Certificate of Incorporation/Declaration of bidder firm.
- **9th folder/file name as “09 Audited Annual report”:-** Audited Balance sheet (2013 - 14, 2014 – 15 & 2015 – 16) of last 3 completed financial years certified by Chartered Accountant is to be Colour scan from original along with the certificate issued by Chartered Accountant certify
- **10th folder/file name as a “10 Certificate of Regn.”:-** The certificate of registration Issued by Directorate of Industries/NSIC, if SSI unit is to be Colour scan from original copy.
- **11th folder/file name as “11 Quality Control Requirements”:-** This format should be as per Section VIII.
- **12th folder/file name as “12 Bidder Information”:-** Bidder Information should be as per Section XXIV
- **13th folder/file name as “13 Technical Compliance”:-** Technical compliance for the quoted goods vis-à-vis the Technical specifications with all related brochures/catalogues in the tender enquiry, technical bid.

Note: Before uploading, bidder should ensure that all above documents is to be sign & stamped and colour scanned.

C. Price Bid

Part-III:- Price Bid is to be filled up on line as per the format mentioned in the TE document

- The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC and downloading the bid document from HSCC website. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
- **In case of any clarification for E- tendering feel free to call on IT department mobile number -8557883443/9971097957**
- **In case of any clarification feel free to call on 7838860554/a_singh@hsccltd.co.in**

Tender/Bid Validity: The tender/bid shall remain valid 180 days (One hundred and eighty days) from the date of Techno – Commercial Tender opening, date prescribed in the TE document. The EMD shall be valid for 225 days from Techno – Commercial Tender opening date

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LGB REGIONAL INSTITUTE OF MENTAL HOSPITAL, TEZPUR, ASSAM

Tender Enquiry No.: HSCC/LGBRIMH/Medical Equipment/2017/03 Dated 27.12.2017

NOTICE INVITING TENDERS (NIT) - On E-TENDER BASIS

Director, LGB Regional Institute of Mental Health, Tezpur, Assam under Ministry of Health & Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. invites **on-line bids** from eligible bidders, in single stage two bid system for supply, installation, testing, commissioning & handing-over of Medical Equipment.

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through **E-tendering basis**. For submission and other details please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Tender Enquiry Document have been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com (**URL: www.hsccltd.co.in**) for downloading from **27.12.2017 to 24.01.2018**. Prospective bidders are advised to regularly visit / scan through HSCC E-tender portal www.tenderwizard.com/HSCC, as corrigendum/modification/amendments etc, if any, shall only be notified on this portal and no separate advertisement / correspondences shall be made for this.

**CHIEF GENERAL MANAGER HSCC (I) Ltd.
For & on behalf of Director LGBRIMH- TEZPUR.**

SECTION- I

NOTICE INVITING 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

PHONE: 0120-2540153

FAX: 0120-2542447

URL: www.hsccltd.co.in

LGB REGIONAL INSTITUTE OF MENTAL HOSPITAL, TEZPUR, ASSAM

Tender Enquiry No.: HSCC/LGBRIMH/Medical Equipment/2017/03 Dated 27.12.2017

NOTICE INVITING TENDERS (NIT) - DETAILED - On E-TENDER BASIS

Director, LGB Regional Institute of Mental Health, Tezpur, Assam under Ministry of Health & Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. invites **on-line bids** from eligible bidders, in single stage two bid system for supply, installation, testing, commissioning & handing-over of Medical Equipment.

Sr.	Name of Equipment	Deptt.	Qty	EMD Rs.	
1	Ambulatory EEG	Neurology	1	36,000.00	III

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading Tender Enquiry Document and for participation through **E-tendering basis**. For submission and other details please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Tender Enquiry Document have been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com (**URL: www.hsccltd.co.in**) for downloading from **28.04.2017 to 29.05.2017** Prospective bidders are advised to regularly visit / scan through HSCC E-tender portal www.tenderwizard.com/HSCC, as corrigendum/modification/amendments etc, if any, shall only be notified on this portal and no separate advertisement / correspondences shall be made for this.

Tender No.: HSCC/LGBRIMH/Medical Equipment/2017/03 Dated 27.12.2017

Sl. No.	Description	Schedule
i.	On line sale of tender enquiry documents	27.12.2017 to 24.01.2018 upto 12.30 hrs
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd, Plot No. 6-A, Block-E, Sector-1, Noida (U.P)-201301
iii.	Cost of the Tender Enquiry Document	Free of cost
iv.	Pre Tender Meeting Date & Time	05.01.2018 , 11:00 hrs. IST
v.	Pre Tender Meeting Venue	Same as (ii) above
vi.	Closing date & time for receipt of Tender	24.01.2018 , 14.00 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	24.01.2018 , 14:30 hrs IST
viii.	Venue of Opening of Techno Commercial Tender	Same as sr no. (ii) above

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

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

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

- (i) EMD (in original)
- (ii) Affidavit as per Section XIX (in original)
- (iii) Bid summary sheet as per Section XXII

B. Online (Part-II)

- (i) Bid summary sheet as per Section XXI
- (ii) Copy of EMD.
- (iii) Power of Attorney as per Section XXIII
- (iv) Tender Form as per section X.
- (v) Manufacturers Authorization Form as SECTION – XIV
- (vi) Affidavit as per Section XIX.
- (vii) Proforma “A” **with purchaser order in accordance to section –IX in order to qualify the bidder qualification criteria. The copy of latest purchaser order along with installation certificate /service report performance certificate is to be scan and upload accordingly.**
- (viii) Copy of PAN and Certificate of Incorporation/Declaration being a proprietary firm of the bidder.
- (ix) Audited Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account).
- (x) Certificate of Regn. Issued by Directorate of Industries/NSIC, if SSI unit.
- (xi) Quality Control Requirements as per Section VIII
- (xii) Bidder Information as per Section XXIV

C. Online (Part-III)

- (i) Technical compliance for the quoted goods vis-à-vis the Technical specifications with all related brochures/catalogues in the tender enquiry, technical bid.

D. Price Bid (Only online).

- (i) Price Schedule.
- (ii) CMC Price Schedule.
- (iii) Turnkey Price Schedule

Note: All above documents shall be Signed & Stamped before scan & upload.

- 3. All prospective tenderers may attend the Pre Tender meeting. For all the above tender IDs, Pre-bid meeting shall be held at the address as mentioned above.
- 4. To participate in the submission against the tender, it is mandatory for the Applicants to get digital signature and get themselves registered with e-tendering system.
- 5. Complete set of Tender Enquiry Document has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com for downloading free of cost. Tenderer may download the tender enquiry documents from the website and submit its tender online after logging in to their user ID. The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for uploading its tender on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC.
- 6. Purchaser/HSCC reserves the right to accept or reject part or fully the Tender without assigning any reasons.
- 7. Tenderers shall ensure that their tenders, complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.-201301 on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
- 8. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organisation, the physical form of tenders will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website www.tenderwizard.com/HSCC & www.hsccltd.com for corrigendum/ amendments/ reply to pre-bid queries etc., if any, as there shall be no separate advertisement / correspondence for the same.

**CHIEF GENERAL MANAGER HSCC (I) Ltd.
For & on behalf of Director LGBRIMH- TEZPUR**

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT) CONTENTS

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GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document, i.e. **Director, LGB Regional Institute of Mental Health, Tezpur, Assam.**
- (ii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer/Supplier” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender supplying the goods and services as incorporated in the contract.
- (iv) “Goods” means the instruments, machinery, equipment, medical equipment, etc. which the supplier is required to supply to the purchaser under the contract.
- (v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) “Consignee” means **Director, LGB Regional Institute of Mental Health, Tezpur, Assam** or his authorised person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” authorised person is the consignee, also known as ultimate consignee.
- (x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) “Day” means calendar day

1.3 Abbreviations:

- (i) “TE Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers
- (v) “GCC” means General Conditions of Contract
- (vi) “SCC” means Special Conditions of Contract
- (vii) “DGS&D” means Directorate General of Supplies and Disposals
- (viii) “NSIC” means National Small Industries Corporation
- (ix) “PSU” means Public Sector Undertaking
- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry

- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxx) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxi) "RT" means Re-Tender.
- (xxxii) **GST – Goods and Services tax**

2. Introduction

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

3. Availability of Funds

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

4. Language of Tender

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

translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

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

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

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

9. Amendments to TE documents

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

10. Clarification of TE documents

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

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

Please refer Clause no. 3 under Section -I

Note: 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

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

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

12. Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount

- for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. **Bidders must quote the prevailing taxes and duties as applicable.**
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty/GST 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/GST or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 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.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
 - b) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
 - c) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
 - d) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the Total tender price of goods quoted at consignee site in India as indicated in the List of Requirements, Price Schedule and Consignee List
 - g) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.5 Additional information and instruction on Duties and Taxes:
- 13.5.1 If the Tenderer desires to ask for GST, excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- 13.5.2 Excise Duty:
- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
 - b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the

tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

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

13.5.3 Sales Tax/ GST:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

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

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

13.5.5 Customs Duty & IGST :

The Purchaser will reimburse the Customs duty & IGST wherever applicable. Supplier shall be responsible for customs clearances of the consignments.

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

14. Indian Agent

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

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

15. Firm Price

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

16. Alternative Tenders

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

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be)
- 19.3 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque and
 - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "**HSCC (India) Ltd**" payable at New Delhi/Noida. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is **180 days**, the EMD shall be valid for **225 days** from Techno – Commercial Tender opening date. **In case of extension of submission of bid/ tender, the validity of bid security (EMD) may be considered from the original date of submission of bid.**
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender **or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser.** The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

20. Tender Validity

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

21. Signing and Sealing of Tender

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

Pl refer Clause no. 3 under section -I

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.

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.4 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;
- (i) Tender form as per Section X (signed and stamped) not enclosed
 - (ii) Deleted
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
 - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
 - (vi) Tenderer has not agreed to give the required performance security.
 - (vii) Goods offered are not meeting the tender enquiry specification.
 - (viii) Deleted
 - (ix) Poor/ unsatisfactory past performance.
 - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - (xiii) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).

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/Email etc. **asking the tenderer to respond by a specified date. If the tenderer does not reply by the**

specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison of Tenders

- 34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery 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, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

36. Tenderer's capability to perform the contract

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

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered/speed post/by fax/ telex/cable/Email (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. **The successful tenderer must furnish to the purchaser the required performance security within fifteen 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/ Supply order shall constitute the conclusion of the Contract agreement from date of issue. The Notification of Award/ Supply order will be placed on successful bidder (i.e. manufacture and /or manufacture authorised agent).**The manufacturer and /or manufacture authorised agent shall be jointly and severally liable to perform the all contractually obligations under the agreement**

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

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

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

44. Return of E M D

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

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

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

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.

TE documents

10. Clarification of TE documents

- 10.1 During pre bid meeting clarification asked by the bidder will be respond by the purchaser. The Bidder request shall be in writing and submit to HSCC office during pre bid meeting or not later than **three days** from date of pre bid meeting, thereafter the bidder request will be ignored or rejected. The purchaser response (including explanation of the query but without identifying the source of inquiry) will be displayed on the website only www.hsccltd.com.

19. Earnest Money Deposit (EMD)

- 19.5 The earnest money deposit (EMD)/ bid security shall be valid for a period of two hundred twenty five (225) days from the Techno – Commercial Tender opening date.** In case of extension of submission of bid/ tender, the validity of bid security (EMD) may be considered from the original date of submission of bid.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of **180 days (One hundred and eighty days)** from the date of Techno – Commercial Tender opening, date prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

Clause 13 & 15: Following must be read in line with Clause 13 & 15:

Price quoted shall be Total Lump-sum firm price inclusive of all taxes, duties etc indicated in the Price Schedule for evaluation purpose. However, Clause 13.5.1 to 13.5.5 shall apply for Statutory variation only at the time of delivery.

The purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per tender specification.

28.02. To assist in the examination, evaluation and comparison of Bids the HSCC/LGBRIMH –TAZPUR may, at its discretion, ask the Bidder for clarification (i.e historical data on past performance) of its Bid. Bidder shall be given only 5 working days to provide the required clarification/ details/documents etc. In case all the required clarification/ details/documents are still not provided the final reminder to the bidder intimating the pending clarification/ details/documents will be given and the bidder shall submit the required clarification/ details/documents within 4 working days. After the final reminder if still the required documents are not submitted, the bid will be evaluated based on the documents submitted by the bidder and the contents of the bid.

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	
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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

- 5.1 **Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee**, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 24 months (as applicable warranty period of 2 years) from the date of Notification of Award.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to **sixty (60) days beyond Warranty Period.**

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

6. Technical Specifications and Standards

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

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

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

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

7. Packing and Marking

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

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

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

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) i.e. third party inspection agency 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.
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

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

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

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

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

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

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

11. Insurance:

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

- i) **in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.**
- ii) **in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site. 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.**

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 actual will be reimbursed.

12. Spare parts

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

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

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

13. Incidental services

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

- i) Installation & commissioning, Supervision and Demonstration of the goods

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

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

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

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

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

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

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

- B) For goods imported from abroad

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

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

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 **24 months** from the date of installation & commissioning followed by a **CMC for a period of 3 (three) Years** (8 years in case of CT Scan & MRI) for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.
- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:-
- X-ray and CT tubes and high-tension cables.
 - Helium replacement
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors including oxygen sensors.
 - All kind of coils, probes and transducers
 - All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys etc
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the Tender Enquiry Document.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 **During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods**
- 15.8 **The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.**
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its

equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

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

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) On delivery:

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

- (i) Purchase order and performance security
- (ii) Copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (iii) Consignee Receipt Certificate as per Section XVII in original issued by consignee.
- (iv) copies of packing list identifying contents of each package;
- (v) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, TUV & Beauru Varitus, prior to despatch.
- (vi) Insurance Certificate as per TE document.
- (vii) Manufacturer's/Supplier's warranty certificate.
- (viii) Manufacturer's own factory inspection report
- (ix) Despatch note issued by HSCC

b) On Acceptance:

- (i) Purchase order and performance security
- (ii) Copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (iii) 'Final Acceptance Certificate' as per Section XVIII in original issued by consignee.
- (iv) copies of packing list identifying contents of each package.
- (v) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, TUV & Beauru Varitus, prior to despatch.
- (vi) Insurance Certificate as per TE document.
- (vii) Manufacturer's/Supplier's warranty certificate.
- (viii) Manufacturer's own factory inspection report
- (ix) Despatch note issued by HSCC

Note: Invoice should be in favour of Director LGBRIMH- TEZPUR through HSCC

B) Payment for Imported Goods:

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

a) On Shipment:

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill , marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package showing contract number duly signed & stamped by thirty party inspection agency.
- (iv) Insurance Certificate as per TE document.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report.
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, TUV & Beauru Varitus, prior to despatch.
- (ix) Despatch note issued by HSCC

b) On Acceptance:

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. Final acceptance certificate will be released by the

consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

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

C) Payment of Turnkey, if any:

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

D) Payment for Annual Comprehensive Maintenance Contract Charges:

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

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

"I/We, _____ certify that I/We have not received back the Inspection Note duly 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, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property:

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

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

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

23. Liquidated damages

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

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

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 interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be

accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

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

28. Governing language

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

29. Notices

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

30. Resolution of disputes

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

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

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

33. General/ Miscellaneous Clauses

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

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

- 34.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 34.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 34.3 i. In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- i. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - ii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

1. Bidder must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, **radiation protection as per Govt. regulation/or equivalent as per local statutory conditions, any statutory approval**, servo stabilisers, U.P.S. etc. if required for successful installation testing and commissioning of the system/ equipment in the “All inclusive lump sum price”/ turnkey work. Supplier is entirely responsible for any additional work pertaining to minor civil work, electrical, plumbing, sanitary, radiation protection as per govt. regulation/or equivalent as per local statutory conditions , any statutory approval required for equipment, servo stabilisers, U.P.S. etc. if required for successful installation testing and commissioning of the system/ equipment in the “All inclusive lump sum price”/ turnkey work.
2. **The contract will be turnkey** bidder must take into consideration in its bid, costs to be incurred for supply of equipment from **ware house to consignee**, installation, testing, commissioning, training, packing & forwarding cost, all taxes, all duties, custom clearance charges, loading & unloading charges, site visit charges, two year compressive warranty cost including all spare, any other cost for successful installation & commissioning of system/ equipment.
3. The pre delivery inspection carried out by **third party Inspection agency viz LLOYDS/SGS Bureau Veritas/ TUV (item not manufactured in India)**. The supplier shall arrange III party Inspection agency approved by HSCC. All charges for 3rd party inspection shall be borne by the supplier. Therefore same charges shall take into consideration in its bid.
4. **Distribution of Dispatch Documents for Clearance/Receipt of Goods**
 - A. **For goods imported from abroad:** The stores (**Import origin goods**) should be dispatched only after ensuring inspection carried out by third party Inspection Agencies viz. **LLOYDS/SGS /Bureau Veritas/ TUV** and proof of such documents submitted to HSCC for the goods inspected. Inspection. HSCC on receipt of such documents shall issue **Dispatch note**.
 - B. To enable HSCC to issue Despatch note, supplier/manufacture is to furnish the following documents in **two sets**:
 1. Packing list as per tender terms showing Notification of award reference duly vetted by thirty party inspection agency.
 2. Manufacture internal test report.
 3. Quality Certificate by manufacture
 4. Country of Origin
 5. Warranty certificate by manufacture
 6. Thirty part inspection agency report by **LLOYDS/SGS /Bureau Veritas/ TUV**.
 7. Copy of Insurance as per tender document.
 - C. For Domestic Goods, including goods already imported by the supplier under its own arrangement
To enable HSCC to issue Despatch note, supplier/manufacture is to furnish the following documents in **two sets**:
 1. Copy HSCC inspection report.
 2. Packing list as per tender terms showing Notification of award reference.

3. Internal factory Inspection report of manufacturer showing Notification of award reference.
4. Copy of Insurance.

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

No goods (both Indians & Import origin goods) shall be despatched before issue of Despatch note issued by purchaser / consignee.

5. Purchaser's / consignee's contractual right to inspect/ demo before issue despatch note for already import / domestic goods.
6. **Warranty of Medical Equipment:** Two years Comprehensive Warranty from date of installation & commission as per Conditions of Contract of the TE document.
7. **Tender/Bid Validity:** The tender/bid shall remain valid **180 days (One hundred and eighty days)** from the date of Techno – Commercial Tender opening, date prescribed in the TE document. The EMD shall be valid for **225 days** from Techno – Commercial Tender opening date
8. The validity of bid security (EMD) shall be considered from the original date of submission of bid/ tender in case tender opening date extended.
9. For Import origin goods quoted, the Supplier or the Indian agent shall have to arrange at his own cost for all import/custom clearance handling formalities. Purchaser upon advance notice from supplier shall only provide the CDEC (Custom Duty Exemption Certificate), Octroi Exemption Certificate, etc. wherever required. Custom duty Exemption Certificate will be issued by Client, However, supplier will submit all relevant document and coordinate for the same to get clearance of the good from custom department in advance in order to avoid demurrage charges on the goods.
10. **Reimbursement of Custom Duty & IGST :** The custom duty & IGST amount as mentioned in the price schedule section –XI (B) (convert in INR at the rate of exchange mentioned in bill of entry) will compared with the actual total custom duty & IGST amount levied by custom department and reimbursed to the supplier as per below:
 - a. If the custom duty & IGST amount as mentioned in the price schedule section –XI (B) is equal to the actual total custom duty & IGST amount levied by custom department, the actual total custom duty & IGST amount levied by custom department shall be prevailed and reimbursed to the supplier in INR accordingly.
 - b. If the custom duty & IGST amount as mentioned in the price schedule section –XI (B) is more than actual total custom duty & IGST amount levied by custom department, the actual total custom duty & IGST amount levied by custom department shall be prevailed and reimbursed to the supplier in INR accordingly.
 - c. If the custom duty & IGST amount as mentioned in the price schedule section –XI (B) is less than the actual total custom duty amount levied by custom department, the custom duty & IGST amount as mentioned in the price schedule section –XI (B) shall be prevail and reimbursed to the supplier at rate of exchange rate mentioned on the bill of entry in INR accordingly.
11. The Tenderer shall furnish copy of all Purchase Orders (complete with specifications and prices) in their Technical Bid for the same model supplied to Govt. Hospitals/PSU Hospitals/UN Agencies/Govt. Labs/Corporate Hospitals in the last one year from the date of Technical Bid opening.

**SECTION - VI
LIST OF REQUIREMENTS**

Pl refer SECTION- I

Delivery & Installation Schedule:

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

60 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site.

Installation and commissioning shall be done **within 15 days** of receipt of the stores/ goods at site or within two weeks of handing over the site for installation, whichever is later.

b) For Imported goods directly from foreign:

60 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill.

Installation and commissioning shall be done **within 15 days** of receipt of the stores/ goods at site or within two weeks of handing over the site for installation, whichever is later.

The Time lapse on the part of HSCC approval/ LGBRIMH -TAZPUR approval / local statutory approval / issue of CDEC / Despatch Clearance will not be count for delivery period.

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

NOTE:

1. The bidders are advised to ship / deliver the equipments / items, only after obtaining "Permission to Ship" from HSCC in writing. If the bidder ship the equipments / items without obtaining permission, then the cost towards demurrage, warehouse charges etc has to be borne by the bidder only.
2. **For Imported goods directly from abroad:** The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on Consignee basis. The shipping arrangements shall be made by the supplier accordingly.

Section – VII
TECHNICAL SPECIFICATIONS

Item no 1. Ambulatory EEG

Specifications

1. Digital Ambulatory EEG System with all ambulatory features.
2. Must have minimum 24 referential EEG Channels, 4 differential channels and 4 DC Channels.
3. Amplifier must also have built-in Oximetry, patient event button and photic connectivity
4. 16 bits of ADC resolution for digitization of signals.
5. Amplifier should be compact and light weight.
6. Amplifier should have inbuilt flash memory card and memory card should be able to record data upto approx. 96 hours of data utilizing AA batteries inside the amplifier.
7. Must have a bandwidth of 0.07 – 120 Hz.
8. Amplifier must have LED indicator to show the status of battery.
9. Amplifier must offer high speed USB connectivity to acquisition laptop.
10. Should be supplied with White LED photic stimulator so that photic artefacts doesn't interfere EEG signals.
11. Should have ability to continue a previous recorded study in the software.
12. Should have facility to configure data acquisition to start periodically in an automated fashion.
13. Should have facility to record patient video using HD (High Definition), High resolution color Day / Night camera with fully synchronized MPEG-4 Video.
14. Software should allow the user to prune the EEG and Video data.
15. Software should be able to view online live EEG from similar networked EEG.
16. Software should have security features to allow / deny access to users to various function based on user profile.
17. Should have report generation facility in MS-Word format, which can be later assigned to particular patient.
18. Patient Database software should be based in Microsoft SQL server database.
19. EEG Electrode Starter Kit to consist of :
500 Nos. of Gold EEG electrodes, Conductivity Paste – 10000 Gms and Skin Prepping Gel – 10 Nos of Tube
20. Should have Spike and Event Detector.
21. Must work on supply lines 230V, 50Hz
22. **System must conform to international certifications US FDA**
23. Acquisition laptop should have i7 core Processor, 4 GB RAM, 1 TB Hard Disk, DVD Writer, 14" Screen Size, Set of Speakers, Laser Printer, UPS, Metallic Trolley with Caster.

SECTION-VII

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

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

2. After Sales Service:

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

3. Training:

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

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next **3 years** (8 years in case of CT Scan & MRI) on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of 3 years CMC (**8 years in case of CT Scan & MRI**) will be added for Ranking/Evaluation purpose.
- d) CMC shall commence after successful completion of the warrantee period/ obligations.
- e) The payment of CMC will be made by the Purchaser/Consignee directly on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- f) 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.
- g) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- h) All software updates should be provided free of cost during CMC.
- i) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- j) The payment of CMC will be made as stipulated in GCC Clause 21.

All Equipments to be quoted should be of Latest Model & should be brand new (not refurbished). Equipments, wherever applicable (otherwise mentioned) should be able to transmit data etc through PACS / HIMS.

Turnkey Works:

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

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

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

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

Section – VIII
Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

01 Name of the manufacturer

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

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a . type test
- b . BIS/ISO certification
- c . any other

08 Details of staff

- a. technical
- b. b skilled
- c. c unskilled

Signature and seal of the Tenderer

Section - IX

Qualification Criteria

- 1. The manufacturer or it's authorized Indian Agent has supplied similar nature of medical in India during last five years from the date of tender opening. In support of this, copy of latest purchase order & installation report/ service report is to be submitted with performance statement.**
- 2. Tenderer shall submit audited balance sheets for the last three years (2013-14, 2014-15 & 2015-16). Annual Turnover statements should be certified by chartered accountant bearing their membership No.**

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____
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)**	Mobile number , name & Email ID of equipment user person
				As per contract	Actual			
1	2	3	4	5	6	7	8	

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

Signature and seal of the Tenderer

Note:

1. **The purchase order mentioned in the above format only will be consider for evaluation.**
2. **The purchase order shall be in accordance to section –IX in order to qualify the qualification criteria.**
2. **The original copy of latest purchaser order along with End user performance certificate / installation certificate is to be colour scan and upload accordingly.**
3. **Bidder shall provide Mobile number, email ID & name of person who has issue this End user performance certificate / installation certificate in order verify the authenticity of the same, failing which unable to verify the same from end-user and entire responsibility shall rest on bidder.**

Section – X
TENDER FORM

Date:

To,

Chief General Manager, HSCC
For & on Behalf of LGB Regional Institute of Mental Health, Tezpur

Ref. TE document no.
Item no:-

We, the undersigned have examined the above mentioned TE document, including all amendment/corrigendum issued the receipt of which is hereby confirmed. We now offer to supply and deliver, installation, commissioning _____ (*Description of goods and services*) in conformity with your above referred document terms for the sum of ____ **(NOT TO MENTION ANY PRICE DURING SUBMISSION IN TECHNICAL OFFER)** _____ (total tender amount in figures and words), 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

We are fully agreed all the terms and conditions of TE document including amendment/ corrigendum /technical specification issued before opening of bid. In case, anywhere any conditional terms found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid. Whenever there is a conflict, the acceptance of all terms and conditions of TE document in the tender form / affidavit shall prevail only.

(Signature with date)

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

- **TENDER FORM shall be on the letter head of the bidder and should be as per the above format only. The original copy is to be scan & upload.**

SECTION – XI PRICE SCHEDULE

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

	Name of Bidder			IFB no.		
	Name of Manufacturer			Name of Item		
	Model no.			Item no.		
Sr no.		Qty	Unit cost Rs.	GST [% age)	GST [Amount] Rs.	Total cost with GST Rs.
		A	B		C	A x (B+C)
1	Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf	0	0.00	0.00	0.00	0.00
2	Packing and Forwarding charges	0	0.00	0.00	0.00	0.00
3	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee’s site	0	0.00	0.00	0.00	0.00
4	Incidental Services (including Installation & Commissioning) at the Consignee’s site	0	0.00	0.00	0.00	0.00
	Total Bid Price inclusive of all cost warehouse to Consignee site as per scope of work mentioned in the TE document & inclusive of warranty (Rs.)		0.00	0.00	0.00	0.00

Total Bid Price inclusive of all cost in words (Rs.)

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. Bidder shall filled all cost i.e. a,b,c,... failing which it will presumed that the same is inclusive in the total price and
4. nothing will be paid on this account extra.

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

Item no. : _____ Equipment Model no. : _____
 Name of Item : _____ Equipment Make : _____

1	2	3	4	5							6	
Item no.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)							Total bid Price inclusive of all cost warehouse to Consignee site as per scope of work mentioned in the TE document & inclusive of warranty	
				FOB/FCA price at port/ airport of Lading	Carriage & Insurance (port of loading to port of destination) and other Incidental costs	CIP (name place /port of destination in India)	#Full Custom duty amount with IGST	Custom clearance charges, Loading & unloading at name place/port of entry in India + local transportation and storage to the consignee site + Extended Insurance for a period including 3 months beyond date of delivery**	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site **	Total INR amount		
				(a)	(b)	(c) = a+b	(d)	(e)	(f)	(g) = e+f		
				Name of Foreign Currency				INR	INR	INR	(c +d) x 4	g x 4

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

In case Full Custom duty with IGST amount not mentioned in the above format by the tenders, it will presumed that the same is inclusive in total price and nothing will be paid extra to the supplier on this account. The custom duty will reimbursed only as per SCC clause no.10

Total Tender price in foreign currency: _____ and INR -----
 In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. *The Tenderer will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition as per terms including custom clearance, payment to custom duty to the custom department, insurance etc.*
4. Bidder shall filled all cost i.e. a,b,c... failing which it will presumed that the same is inclusive in the total price and nothing will be paid on this account extra.

Indian Agency Commission - ____% of FOB/FCA

Name of Bidder _____
 Address of Bidder _____

Place: _____
 Date: _____

SECTION – XI PRICE SCHEDULE**C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD**

1	2	3	4			5	6
Item no	Name of Item	Qty	Annual Comprehensive Maintenance Contract Cost included GST/ Sales tax for each Unit year wise* Rs.			Total Annual Comprehensive Maintenance Contract Cost for each unit for 3 years (Rs.)	Annual Comprehensive Maintenance Contract Cost for 3 Years included GST/ Sales tax (Rs.)
			1 st	2 nd	3 rd		
			a	b	c	(a+b+c)	[3 x 5]

As on date GST/Sales tax included in above price @ ----- %

*** After completion of Three Years Warranty****NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next **3 years** on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
4. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
5. Bidder shall mentioned present rate of GST, failing which it will presumed that the same is inclusive in the total price and nothing will be paid on this account extra.

Name of Bidder: M/s

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

Name of item	Brief of Turnkey works BRIEF	No of Turnkey works	Turnkey cost per unit Rs.	GST/ Sales Tax /service tax		Turnkey price included GST/ Sales Tax Rs.	Total Turnkey cost included GST/ Sales Tax/ Service tax Rs.
				%	Amount Rs.		
		a	b		c	C= b+c	C X a
			₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00

Note: -

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions
5. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.

Name of Bidder: M/s

Section XI - Price Schedule

E -Price Schedule for Optional items /Spare Parts/ Consumables

Sr no.	Name of item	Name of Part	Qty	Unit cost (Rs.)	GST/ Sales Tax /service tax		Unit cost included GST/ Sales Tax /service tax (Rs.)	Total cost included GST/ Sales Tax /service tax (Rs.)
					%	Amount (Rs.)		
			a	b		c	C= b+c	C X a
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
Name of Bidder:			M/s					

Note : Bidder shall mentioned present rate of GST, failing which it will presumed that the same is inclusive in the total price and nothing will be paid on this account extra.

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 ignore

SECTION - XIII
BANK GUARANTEE FORM FOR EMD

To,

HSCC (India) Limited
E 6 (A), Sector -1, Noida

IFB No.
Name of Item
Item no.

BG no. with date
Amount Rs.
Validity

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

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

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

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

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION - XIV
MANUFACTURER'S AUTHORISATION FORM

To,

Chief General Manager, HSCC
For & on Behalf of LGB Regional Institute of Mental Health, Tezpur

IFB No.
Name of Item
Item no.

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

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

Signature:

Name:

Designation:

Email ID of issue authority

Seal

Note:

1. **This FORM shall be on the letter head of the manufacturing firm and duly signed and stamped by competent authority and it should be as per the above format only. The original copy is to be colour scan & upload accordingly.**
2. **If bidder is self manufacturer than they will filled this form as a self manufacturer.**
3. **If bidder is not self manufacturer, they get this FORM from manufacturer and submit accordingly.**
4. **Official Email ID of manufacturer form issuing authority shall be provided by the bidder.**

SECTION - XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC* SECURITY

To

HSCC (India) Limited
E 6 (A), Sector -1, Noida

IFB No.
Name of Item
Item no.

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)

* **For CMC the BG shall be addressed to the Consignee**

.....
(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

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3. Warranty clause
4. Payment terms
5. Paying authority

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

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

Annual CM Contract No. _____ **dated** _____
Between _____

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

 (Name & Address of the Supplier)

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

In continuation to the above referred contract

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

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

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 3 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.

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- 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 delivery of items at 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
Final Acceptance Certificate
[Installation, commissioning & testing and handed over to consignee
(To be given by consignee's authorized representative)

The following store (s) has/have been installed & commissioned in good working satisfactory condition:

- a) Contract No. & date :
- b) Supplier's Name :
- c) Consignee's Name & Address with
telephone No. & Fax No. :
- d) Name of the item supplied :
- e) Installation, commissioning & testing date :
- f) Commissioned date :
- g) Name and designation of Authorized
Representative of Consignee
:
- h) Signature of Authorized Representative of
Consignee with date :
- i) Seal of the Consignee :

SECTION – XIX
AFFIDAVIT/UNDERTAKING

IFB No.

We have read and understood the all instructions and all terms and conditions contained in the TE document.

We are fully agreed all the terms and conditions of TE document including SIT, SCC, amendment/ corrigendum, technical specification issued till opening of bid. In case, anywhere any conditional terms found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid. Whenever there is a conflict, the acceptance of all terms and conditions of TE document in the tender form/ bid form / affidavit shall prevail only.

We (manufacturer and /or manufacture authorised agent) shall jointly and severally liable to perform all contractual obligations under the agreement.

We (manufacturer and /or manufacture authorised agent) confirm that we do not stand deregistered/ banned/ blacklisted/ debarred by any Govt. Authorities in India.

We hereby confirm and certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

We hereby certify that all information and documents submitted in this tender are true to the best of our knowledge and belief and that nothing material has been concealed/ misrepresented. We are solely responsible for its accuracy.

In case, at any stage, any of the information/ document is found to be false/ misrepresentation, we (manufacturer and /or manufacture authorised agent) shall be fully liable and the purchaser/HSCC shall have full right to reject my bid/ cancel the purchase order and / or stop payment / recover the liabilities/ loss if any, from our balance payment /EMD/ performance security etc. We are liable for any action as deemed fit by the purchaser/HSCC in addition to forfeiture of the earnest money/ performance security.

We are fully agreed all the terms and conditions of TE document including amendment/ corrigendum /technical specification issued till opening of bid. In case, anywhere any conditional terms found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid. Whenever there is a conflict, the acceptance of all terms and conditions of TE document in the tender form/ bid form / affidavit shall prevail only.

Signature:

Name:

Designation

Seal:

Note:

- **Original copy of Affidavit is to be submitted as instructed in the tender.**
- **The original document duly signed and stamped is to be scan & upload**
- **To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary**

SECTION - XX
CHECKLIST

Name of Tenderer:

Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?		
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?		
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?		
b.	Have you enclosed Power of Attorney in favour of the signatory?		
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC		
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?		
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?		
5. a.	Have you submitted satisfactory performance certificate/ 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 bid 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?		

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Sl No.	Activity	Yes/ No/ NA	Remarks
14.	Have you accepted the warranty as per TE document?		
15.	Have you accepted terms and conditions of TE document?		
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?		
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years (2013- 14, 2014- 15 & 2015 - 16) duly certified by chartered accountant bearing their membership no.?		
18.	Have you enclosed the Affidavit as per Section XIX of the TE Document?		

N.B.

6. All pages of the Tender should be page numbered and indexed.
7. 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) Ltd
~~Section – XXI~~
Consignee List

Consignee	Medical Institutions	Contact Address.
Director LGBRIMH- TEZPUR.	Director LGBRIMH- TEZPUR.	Director LGBRIMH- TEZPUR.

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

Section - XXII

BID SUMMARY SHEET

1. EMD Detail:

A. If EMD/bid security in the form of Demand Draft:

Item sr, no.	#DD No.	Date	Amount Rs.	Name of Bank

Demand Draft (i.e. DD), then DD shall be in favour of **HSCC (India) Ltd”** payable at New Delhi/ Noida

B. If EMD/bid security in the form of Bank Guarantee:

Item no.	BG no.	Date	Amount Rs.	Name of Bank	BG Validity
15	XXXX	XX.XX.2014	XXXX	State Bank of India	XX.XX.2015

- Name of Bank Manager who has issued BG : Ram Singh
- Mobile number of Bank Manager : 1234567890
- Email ID of Bank Manager : ram@sbi.com

3.

Bid offer:

Sr. Item no	Quoted qty.	Name of Bidder	Name with full Address of Manufacture	Model no.
15	5	Rama	Sterling	124D

Signature:
Name:
Designation
Seal:

Note: Bidder Summary sheet shall be filled in all respect.

HSCC (India) Ltd

Section – XXIII

Power of Attorney

IFB No.

I -----, *Sole Proprietor’ of M/s -----, or Board of Director of M/s -----* hereby authorised *Sh. -----, -----* to sign all tender documents, participate in negotiations, make correspondence and sign all documents to the client and government statutory bodies for approval take decisions.

He hereby authorized to sign and execute the agreement etc. for the works and all other documents relating to the works awarded or being executed by *M/s -----*
Signature of *Sh. -----, -----* is attested below.

Sole Proprietor/ Board of Director
M/s -----
Sealed

Sh. -----
Designation

- **Power of attorney is to be signed by competent authority i.e. Sole Proprietor of the firm or Board of Director of the company.**
- **The original document duly signed and stamped is to be scan & upload.**

Section – XXIV

Bidder Information

Bidder correspondence Address :

Bidder correspondence Email ID :

Bidder contact number :

Bidder contact person :

Manufacture correspondence address :

Manufacture correspondence Email ID :
(who issued Manufacture authorisation form)

Manufacture contact number :

Signature:

Name:

Designation

Seal:

Note: All above information are mandatory.

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

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

Now therefore the following Order is issued :

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

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

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

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

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

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

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

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

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

.....Contd. p.3/-

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

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

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

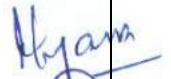
10. Specifications in Tenders and other procurement solicitations:

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

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.
15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
 - Secretary, Department of Industrial Policy and Promotion—Chairman
 - Secretary, Commerce—Member
 - Secretary, Ministry of Electronics and Information Technology—Member
 - Joint Secretary (Public Procurement), Department of Expenditure—Member
 - Joint Secretary (DIPP)—Member-Convenor

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

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



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

