Tender
For
Procurement and Supply of Containerized Desalination Plant (300KLD)
On
Turnkey Basis

OCT' 2025

Tender No. HSCC/PUR/DESALINATION/300KLD/2025/126

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

Phone : 0120-2542436-40 Fax : 0120-2542447

Section I

NOTICE INVITING e-TENDERS

(NIT) For NATIONAL TENDER ENQUIRY
DOCUMENT HSCC (INDIA) LTD

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

Tender No.: HSCC/PUR/DESALINATION/300KLD/2025/126 dt 29/10/2025

HSCC (India) Ltd. on behalf of Ministry of External Affair, Govt. of India invites online bids from eligible bidders, in single stage two bid system for supply, installation & training of Containerized Desalination Plant (300KLD) for Papua New Guinea (PNG) as per the details mentioned following:

a.) List details as under:

S/n	Description	Qty	Remarks
1.	Turnkey Project of Desalination Plant of Capacity **300 KLD** Support by Solar Energy **at Papua New Guinea (PNG)**	1 Set	Powered By Solar with Battery, DG

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

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

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

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

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

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

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

Sl. No.	Description	Schedule
i	Submission of tender document online & Hard copy	https://hscc.enivida.com/ HSCC (India) Ltd., Plot No.6-A, Block-E, Sector-1, Noida (U.P)-201301, India.
ii.	Pre Tender Meeting Date & Time	Date & Time: 06/11/2025 @3pm Online Link https://meet.mgovcloud.in/ZaWLNaLqAu Note: Bidders are requested to send the representations on or before the prebid meeting date on emails cpg-group@hsccltd.co.in, cpg-ptender@hsccltd.co.in No further representations will be considered
iii	Estimated Cost Put to Tender	Rs. 12,28,80,000.00 (Excl. GST)
iv.	Tender Fees	Rs. 5,900/- (Incl. GST)
v.	EMD/ Bid Security	Rs. 24,58,000/- in the form of DD/ Bank Guarantee. Bank Details of HSCC (India) Ltd. are provided herewith for the purpose of preparation of Bank Guarantee only: Name of Beneficiary: HSCC (India) Limited Bank: Punjab National Bank, Sec-27, Noida Current A/C No.: 2726001800000011 IFS Code: PUNB0272600 Validity of EMD in terms of Bank Guarantee shall be minimum period of 225 Days (One Hundred Eighty) days or more from the last date of receipt of tenders or any extension thereof.
vi.	Pre Tender Meeting Venue	Online Through given link & address as i
vii.	Last date & time of submission of Online Tender	Upto 12:00 hrs. on 20/11/2025
viii.	Date & Time of Opening of Technical Tender	At 15:00 hrs on 20/11/2025
ix.	Venue of Opening of Techno Commercial Tender	Online at Same as ii

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

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

a. Micro & small-scale enterprises which participate directly in tendering process for the product which they are manufacturing /service which they are providing and have Udyam registration for items / service under procurement and having registration with CSPO or National Small Industries Corporation.
b. Startups which participate directly in tendering process for the product which they are manufacturing / service which they are providing and recognised by DPIIT under the Start-up India Program and has obtained Udyam registration & CSPO/NSIC registration as MSE.

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

Digitally signed by KAMAL KISHORE
Date: 2025.10.29 21:06:35 IST

Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

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

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

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

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

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

General Manager (Procurement)
HSCC (India) Ltd., On
behalf of Ministry of External Affairs

Digitally signed by KAMAL KISHORE
Date: 2025.10.29 21:06:35 IST

Section II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 Deleted:

2. Introduction

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

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

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

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

3. Availability of Funds

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

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer's Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Affidavit
- Section XX – Check List
- Section XXI – Consignee
- Section XXII - Department of Pharmaceuticals Order 2018
- Section XXIII - Integrity Pact

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

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified in the referred website only.

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

10. Clarification of TE documents

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

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C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The bids shall be submitted online and in physical form in covers as mentioned below:
(i) EMD (Physical)
(ii) Price Bid (Only online).

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

A) <u>Techno – Commercial Tender (Un priced Tender)</u>

i) Bid Security/EMD
ii) Tender Form as per Section X (without indicating any prices).
iii) Techno-commercial Bid
iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
vi) Power of Attorney issued by competent authority in favour of signatory of TE documents.
vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate/Installation Reports.
ix) Certificate of Incorporation / a Declaration in case the firm is being a proprietary one/ Documents confirming to Partnership in the country of origin as the case may be.
xi) Self-Attested copies of GST registration certificate and PAN Card.
xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
xiii) Self-Attested copies of quality certificates i.e. US FDA /CE/ BIS/CDSCO Certificate issued by competent authority, if applicable.
xiv) Documentary evidence stating the status of bidder.
xv) Self-attested copies of annual report, audited balance sheet and profit & loss account as asked in the tender.
xvi) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.

xvii) A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).

xviii) Copies of original product catalogues/ data sheet must be enclosed of all quoted items.

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

xx) The bidder should submit details of registered office/ registered service centre along with the contact details across India and in the consignee regions.

xxi) This bid is reserved for bidders only as per make in India Policy (DPIIT Order dated 16th September 2020 & 04.3.2021). Participating bidders need to submit relevant make in India authorization certificate.

xxii) Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.

B) Price Tender:

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

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

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

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

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

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

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

12. Tender currencies

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

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

13 Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.

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

13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be quoted in Indian Rupees only in the Price Schedules attached under Section XI. Bidders must quote the prevailing taxes and duties as applicable.

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

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

a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST, Custom Duty & IGST etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
b) any sales or other taxes and any duties including GST, which will be payable on the goods in India if the contract is awarded;
c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for GST or any other taxes etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Local Duties & Taxes, if any applicable:

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

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

13.5.3 Customs Duty: Deleted

13.5.4 Goods and Services Tax (GST):

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

b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.

c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

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

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

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

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

14. Indian Agent

14.1 Deleted

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply. Bidders are requested to quote BOQ wise unit price (uniform unit prices must be quoted for same BOQ items across India) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single Bid Security/EMD.

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

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document. However, in case of an equipment without such authorization at the time of submission of bid, the undertaking from the bidder to be submitted to comply with the condition and submit the manufacturer's authorization letter at the time of supply. The bidder must provide details of make and model for the quoted products.

b) the tenderer has the required financial and technical necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

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

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

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

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

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

19. Earnest Money Deposit (EMD)

19.1 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE ProcurementPolicy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME orNSIC, as the case may be).

a) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

b) Traders/resellers/distributors/authorised agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME

19.2 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:

i) Account Payee Demand Draft

ii) Fixed Deposit Receipt

iii) Bank Guarantee

19.3 The demand draft or banker's cheque or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "**HSCC India Ltd**" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India of the tenderer as per the format specified under Section XIII in these documents.

19.4 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. *As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date*.

20. Tender Validity

20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period, no action shall be initiated against them.

20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

21.2 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tender shall be submitted online

(i) Tender Fee and EMD –has to be submitted by the bidders as per SCC.

(ii) Pre-qualification and Technical compliance as per following documents (Online submissions for all the documents and physical submission only for affidavit as per point h) below and original Technical brochures/catalogues against point i):

a) Tender Form as per section X.
b) Copy of PAN & GST.
c) Certificate of Incorporation/Declaration being a proprietary firm.
d) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
e) Name, address and details of account with respect to bidder
f) Quality Control Requirements, if applicable
g) Performance statement along with required PO copies and its corresponding end user"s satisfactory performance certificate as per section IX.
h) Affidavit(s) as asked in tender.
i) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry, Technical Catalogue/Brochure/Product Dta Sheet
j) Compliance of all terms and conditions of tender like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc.

(iii) Price Bid (Only online).

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

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

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

Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.

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

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

27.2 Purchaser will determine the responsiveness of each Tender based on the contents of the tender itself without recourse to extrinsic evidence.

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

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

(i) Tender is unsigned.
(ii) Tender Form (as per Section-X) not enclosed
(iii) Tender & EMD validity is shorter than the required period.
(iv) Required EMD (validity, amount) or its exemption documents have not been provided.
(v) UAM or Udyam registration Number has not been provided for MSE exemptions
(v) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
(vi) Goods offered are not meeting the tender enquiry specification.
(vii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
(viii) Poor/ unsatisfactory past performance.
(ix) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
(x) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
(xi) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
(xii) The Integrity pact shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.
(xiii) This bid is reserved for bidders only as per make in India Policy (DPIIT Order dated 16th September 2020 & 04.3.2021). Participating bidders need to submit relevant make in India authorization certificate.
(xiv) Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.

28. Minor Infirmity/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

31.1 Bids which do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

31.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement. The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

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

32. Conversion of tender currencies to Indian Rupees

Deleted

33. Total-wise Evaluation

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

34. Comparison of Tenders

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

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

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

i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

ii) Deleted.

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

35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

iv. Special provision for Micro and Small Enterprise owned by women:– Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

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

35.4 Preference to Make in India: As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 16-Sep-2020 & No. P-45021/102/2019-BE-II-Part (I) (E-50310) dt. 04.3.2021. The purchaser reserves the right to give preference to the local supplier. This bid is for bidders only as per make in India Policy.

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

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

41. Notification of Award

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

41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

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

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

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

44. Return of E M D

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

45. Publication of Tender Result

Digitally signed by KAMAL KISHORE
Date: 2025.10.29 21:06:35 IST

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

46. Corrupt or Fraudulent Practices

46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

47. Integrity Pact (For all contracts valuing Rs.1.00 Crores and above)

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

47.1 Independent External Monitors

(i) In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.

(ii) The Independent External Monitor(s) (IEMs) have been appointed by HSCC in terms of Integrity Pact (IP)-Section 7, which forms part of the tenders/Contracts. The contact details of the Independent External Monitor (s) are posted on the HSCC's website link http://hsccltd.co.in/images/pdf/IntegrityPact.pdf

(iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between HSCC and Contractor.

(iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors etc. with confidentiality.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	
B	8 to 10	TE documents	No Change	
C	11 to 21	Preparation of Tenders	No Change	
D	22 to24	Submission of Tenders	No Change	
E	25	Tender Opening	No Change	
F	26 to 27	Scrutiny and Evaluation of Tenders	No Change	
G	36 to 46	Award of Contract	No Change	

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

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

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 twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal **five percent (5%)** 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 66 months (as applicable warranty period of 5 years) from the date of Notification of Award, if specifically not stated in SCC.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

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

5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.
Please ensure the standard manufacturer's compliances are met for the offered items with minimum quality standards set by BIS/CDSCO/CE/USFDA/Etc as applicable.

a. Any type of cable/hardware/lock/software/license required for integration with HMIS system should be provided. Please provide configuration parameters to connect with HMIS successfully.

b. Data accepted/send by the device/equipment should be readable as standard data Type in ANSI C/C++.
c. Comprehensive list of all data structures imported and exported by the device should be documented with examples.
d. API of equipment should be provided.
e. Technical interface specification should be provided.
Above standards are required for interfacing of equipment with PACS (Picture Archiving & Communication System), LIS & HMIS (Hospital Management & Information System) during the computerization of the Hospital.

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

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

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

8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspections and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/Procurement Agencies/ PMC Agencies, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period.”

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser’s inspector at no charge to the purchaser.

8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser’s inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser’s inspector for conducting the inspections and tests again.

8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier’s premises, the supplier shall put up the goods for such inspection to the purchaser’s inspector well ahead of the contractual delivery period, so that the purchaser’s inspector is able to complete the inspection within the contractual delivery period.

8.5 If the supplier tenders the goods to the purchaser’s inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

8.6 The purchaser’s/consignee’s contractual right to inspect, test and, if necessary, reject the goods after the goods’ arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser’s inspector during pre-despatch inspection mentioned above.

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

8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser’s/consignee’s right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier’s cost and furnish necessary certificate from the said agency in support of their claim.

8.9 The items (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed 3rd party agencies like SGS/ Lloyd / TUV / Bureau Veritas at the supplier’s cost and after receipt of dispatch clearance from HSCC.

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

1. Copy of supplier’s invoice showing contract number, goods description, quantity, unit price & total amount.
2. Country of Origin Certificate
3. Quality & Quantity Certificate
4. Packing List with Complete contents.
5. Internal Factory Inspection Report
6. Warranty Certificate
7. Inspection certificate issued by recognized/reputed agencies like SGS, Lloyd, TUV & Bureau Veritas, prior to dispatch for items.

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

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

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

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Deleted

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

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

11. Insurance:

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

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

ii) Deleted.

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

12. Spare parts

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

a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:

i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

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

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

13. Incidental services

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

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

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

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

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

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

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

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

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
(ii) Four copies of packing list identifying contents of each package;
(iii) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV
(iv) Certificate of origin;
(v) Insurance Certificate as per GCC Clause 11.
(vi) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) Deleted.

15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The warranty shall remain valid for 12 months from the date of installation & commissioning followed by a CMC for a period of 1 (one) years for all the item after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.

a. No conditional warranty will be acceptable.
b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all equipment
c. Replacement and repair will be under taken for the defective goods.
d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
e. All kinds of painting, civil, HVAC, mechanical and electrical works

15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) from the date of written intimation by the end user to the competent authority basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions

15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.

15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.

15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.

15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

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

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

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

A) Payment for Domestic Goods or Foreign Goods Located within India

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

ii. The release of payment is to be made in terms of 30% advance against submission of Bank Guarantee, 60% on dispatch (with submission of all documents with PDI), 10% on delivery, handover & successful completion of all obligations as per NOA/LOA. Payments shall be released after receipt of fund from Ministry of External Affairs, Govt. of India on submission of Invoice.

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

1. Copy of Notification of Award/Contract Form
2. Copy of valid Performance Security
3. Valid insurance certificate (Marine & Store)
4. Consignee receipt/Proof of successful delivery & handover
5. Copy of 3rd party inspection/HSCC Inspection reports
6. Original Invoice
7. Packing list
8. Pre-Dispatch Inspection Report by a government-accredited agency engaged by HSCC
9. Copy of Airway bill/Bill of landing/Challan
10. Transportation Invoice (If any)

B) Payment for Imported Goods:

Deleted

C) Payment of Turnkey/Site Modification Work, if any:
Turnkey payment will be made to the bidder/manufacturer's agent in Indian rupees indicated in the relevant Price Schedule after receipt of invoices along with FAC and measurement report, if applicable.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

Deleted

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.

21.5 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, interalia contain the following conditions:

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, IGST, excise duty, GTS, Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

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

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

22.6 Passing of Property:

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

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

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

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.

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

23.2 Deleted

23.3 Deleted

24. Termination for default

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

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

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

25. Termination for insolvency

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

26. Force Majeure

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

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

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

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

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

27. Termination for convenience

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

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

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

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

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

30. Resolution of disputes

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

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

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

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

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

33. General/ Miscellaneous Clauses

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

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

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

33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.

33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

33.8 If any provisions of this tender enquiry or a contact formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

1. **Bid Document Fee** : Rs. 5900/- in the form of DD in favor of HSCC (India) Limited.
2. **EMD/Bid Security Amount:** Rs. 24,58,000/- issued DD/Bank Guarantee (As per section XIII), in favor of HSCC (India) Ltd. of any nationalized bank and valid for a period of forty-five (45) days beyond the validity period ofthe tender. *As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from the original Techno – Commercial Tender opening date*.

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

a. Micro & small-scale enterprises which participate directly in tendering process for the product which they are manufacturing have Udyam registration for items under procurement and having registration with CSPO or National Small Industries Corporation.
b. Startups which participate directly in tendering process for the product which they are manufacturing and recognised by DPIIT under the Start-up India Program and has obtained Udyam registration & CSPO/NSIC registration as MSE.

3. **Price Bid-** As per PRICE Schedule /BOQ to be filled in Online only as per SECTION – XI PRICE SCHEDULE
4. **Bid Validity**- **180** days from the original date of bid submission.
5. **Amount of Performance Security**: **Within 10 days** of the date of notification, the Successful Bidder shall furnish the Performance Security/Security Deposit for **5% of the contract price** (Incl. Tax if any) in the form of a Demand Draft/ Bank Guarantee drawn in favour of HSCC (India) Ltd. payable at Noida or New Delhi from a Nationalized/Scheduled bank valid for 24 months from the issue of Notification of Award/Award Letter and should be valid beyond 2 months of all contractual obligations including warranty period.

   Failure of the successful Bidder to comply with the requirement of shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, and in such event the Purchaser may go for re-tendering.as per Format-VIII

6. **valuation Criteria:** Bidder not quoting all items shall be treated as non-responsive.

   Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price" in PRICE SCHEDULE. Transportation from India to consignee destination is to be paid extra or actual (as applicable). However, the quoted transportation cost will not be considered for ranking purpose and payment will be made whichever lower i.e. actual cost & quoted cost for transportation.

7. **Delivery and Supply:**

   The supply (with its design, and fabrication as per specifications), installation at the consignee site should be completed within **150 days from NOA/LOA (Dispatch should be within 60days from PO, and final delivery at consignee site, Installation, commissioning etc within 150 days from date of PO)**. The bidder will also provide onsite training to the locally authorized persons for operation and routine maintenance of desalination plant. Bidders shall be responsible to provide End to End solution for Supply, Inspection, Insurance, Freight, Local Transportation & Air/Sea Transportation, **Handling, Custom Clearance, Handing-over etc to the Consignee.**

8. **Packing Before/During the Supply**: The packing and labels of all the items to be supplied under

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

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

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

The supplier shall be entirely responsible for all taxes, licence fees, etc. incurred until delivery of the contracted goods to the consignee except for the customs duty payable in the consignee's country as the consignment will be exempted from payment of custom duties and local taxes, if any, by the Govt. of consignee's country. Consignment details may be provided to Indian Mission in consignee's country, and to consignee's country government at least 2-3 weeks in advance to get this exemption from the Govt. of consignee's country.

9. **Warranty**: **One Year** from the Successful Handover/ Final Acceptance Certificate issued by respective consignee/MEA.

10. Testing- Quality Control/Inspection:

a. If any store / stores supplied against this Contract acceptance of tender are found to be Not of Standard Quality on test analysis from Govt. / Govt. approved laboratory, tenderer will be liable for consignment against the particular invoice irrespective of fact that part or whole of the supplied stores may have been consumed.
b. If the product is found to be not of standard quality, the cost of testing should be recovered from the supplier and payment recovery will be made from the vendor at any time.
c. The material before dispatch, will be inspected by MEA representative/HSCC/3rd party agency (If any) and the expenditure will be borne by Bidder.
d. Factory test certificates to be submitted as per SOP of the manufacturer/ IS standard/ Global Standards

11. For Dispatch Clearance of Items

Before dispatch/shipment of the material, the bidder should have to submit the following documents:

1. Editable invoice & Packing list
2. Non-Dangerous Certificate (Declaration on non-dangerous items etc)
3. Certificate of Analysis (COA)/ inspection report for other items like consumable/kits/equipment
4. Self-declaration certificate stating that items under supply are of standard quality and brand new. Bidder shall be fully responsible for any harms to human.
5. Manufacture Authorization
6. Pre-Dispatch Inspection Report by 3rd party/HSCC
7. CHA address details

12. PAYMENT:

i. The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, the amount towards the cost items and local transportation charges be released upon successful completion of delivery & handover and submission of bill and vouchers along with required documents of respective items delivery in good condition at the designation consignee duly certified by authorized personnel of consignee/MEA.
ii. The release of payment is to be made in terms of **30%** advance against submission of Bank

Guarantee, **40% on** dispatch (with submission of all documents with PDI**), 20 %** on successful training & installation and remaining **10% on**, of contract after successful completion of all obligations during warranty period as per NOA/LOA. Payments shall be released after receipt of fund from Ministry of External Affairs, Govt. of India on submission of Invoice.

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

1. Copy of Notification of Award/Contract Form
2. Copy of valid Performance Security
3. Valid insurance certificate (Marine & Store)
4. Consignee receipt/Proof of successful delivery & handover
5. Copy of 3rd party inspection/HSCC Inspection reports
6. Original Invoice
7. Packing list
8. Pre-dispatch Inspection Certificate issued by HSCC/MEA(If any)
9. Copy of Airway bill/Bill of landing/Challan
10. Transportation Invoice (If any) & & Shipping Documents

13. Other Conditions -

a) The export of goods or services is considered as zero-rated supply, hence GST is not levied on export of any kind of goods or services.

b) The MEA/HSCC/Consignee reserves the right for audit/inspection and bidder shall facilitate for the same at any point of time.

c) Bidder has to keep the specific requirements as may be applicable to the consignee’s country.

d) Successful Bidder has to inform HSCC/MEA 15days prior to the delivery date for obtaining import clearance from the host government, if any.

e) Any penalty, if imposed by the MEA on HSCC for delay/no compliance will be charged on back to back basis to supplier.

f) Post dispatch inspection and commissioning shall be carried by Supplier in presence of an official from Indian Mission in Kabul. All expenditure to be borne by the supplier for the same.

g) The delivered items at consignee sites are in good condition and as per the NOA/Tender.

h) At any time after the order for supply of materials, The HSCC/MEA shall for any reason whatsoever not require the whole or part of the quantity, thereof as specified in the NOA/LOA, the HSCC/MEA shall give notice in writing of the fact to the supplier(s) who shall have no claims to any payment of compensation whatsoever on account of any profit or advantage which the supplier(s) might have derived from the supply of articles in full, but which did not derive in consequence of the full quantity of articles not having been purchased, nor shall have any claim for compensation by reasons of any alternation having been made in the original instructions which shall invoice any curtailment of the supply originally contemplated.

i) The required consumables for all equipment should be supplied as standard for smooth operations.

j) Supplier shall undertake to ensure that confidentiality of any/all information and documents relating to purchase order given to them or their representative by either Ministries or Government of consignee’s country or its stakeholders, during the course of supply os fully protected.

k) Price escalation clause will not be entertained under any circumstances.

l) Disqualification Clause:

All the bids submitted by the bidders having common directors shall be summarily rejected without assigning any reason thereof by HSCC. In this regard an Undertaking format is enclosed along with the tender document. In failure to fully and truthfully disclose such relationships in said undertaking may result following (but not limited to):

I. • Rejection of our bid and/or

II. • Blacklisting from future tenders and/or

III. • Forfeiture of EMD or Bid Security and/or

IV. • Reporting to the appropriate authority, including the CCI.

In view of the above, all bidders have to submit an undertaking regarding declaration on Collusion And Related Entity Participation as per the enclosed format at section XXIII

SECTION - VI
LIST OF REQUIREMENTS

S/n	Description	Qty	Remarks
1	Turnkey Project of Desalination Plant of Capacity **300 KLD** Support by Solar Energy **at Papua New Guinea (PNG)**	1 Set	Powered By Solar with Battery, DG

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

Digitally signed by KAMAL KISHORE
Date: 2025.10.29 21:06:35 IST

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods if supplied from India:
120 days from the date of Notification of Award. The date of delivery will be the date of delivery at the consignee site (Tenderers may quote earliest delivery period).

b) Installation & commissioning within 30 days of receipt of goods at site.
For delayed delivery and/ or installation and commissioning liquidated damages will get applied
As per GCC clause 23.

If the Equipment delivery gets delayed due to site related issues, the supplier must get the revised tentative delivery date duly vetted by the consignee. Site Readiness means that the site is ready in all aspects for successful delivery, installation and commissioning.

Part III: Scope of Incidental Services:
Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13/ SCC

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

Part V:
Warranty & Comprehensive Maintenance Contract (CMC) as per bid document.

Part VI:

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

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

Technical Specifications

Technical Specifications & Scope of Work -

Item Description	**Turnkey Project of Desalination Plant of Capacity 300 KLD Support by Solar Energy**
Place of delivery	**At: Kerema Town, Papua New Guinea (PNG).**
Consignee	**Papua New Guinea (PNG).**
Quantity	**1 lots Complete**

Basis of design and treatment scheme

1. **DESALINATION PLANT PRODUCTION**

The proposed seawater desalination plant features a two-pass Reverse Osmosis (RO) process with a production capacity of 300 kilolitres per day (KLD). The plant should be powered by a 500 kW solar power plant, upplemented by a diesel generator 250KVA (DG) or as per site requirement and battery backup system, ensuring a reliable and sustainable energy supply.

The proposed plan includes setting up of a desalination plant with a capacity of 300 Kiloliters per day near Kerema Town airport. The project aims to meet the drinking water needs of the town current population of approximately 7,115.

The proposed desalination plant site is located approximately 500 meters South of Kerema Town central business district, with the following coordinates:

Capacity : 300 KLD

Latitude - 7°57′38.6″S

Longitude - 145°46′14.2″E

The site has road connectivity and is nearest to Port Moresby Airport, which is 301 km from Kerema Town.

2. **INTAKE LOCATION OF SEA WATER**

The proposed intake location for the seawater supply for the desalination plant should be from the **infiltration wells I, II, and III.** Here are the key details regarding the intake system:

Sea Water Source:

- **Intake Feed Pumps**: The seawater should be drawn through intake feed pumps located at each of the specified infiltration wells.
- **Infiltration Wells**: There are three infiltration wells designated as I, II, and III.

Water Inflow and Requirements:

- **Inflow Capacity**: Each infiltration well has an inflow capacity of approximately **10 m³ per hour**.
- **Total Inflow:** With three wells in operation, the total inflow is: Total Inflow = 10 m³/h x 3 = 30 m³/hour.
- **Daily Water Requirement:** For the operation of the desalination plant, a total of **30 m³ per hour** is needed, which translates to 30m3/hour into 24 hours = 720m³/day
- However, if the stated requirement is 600 m³ per day, this indicates that the system is designed to manage within the available inflow and operational capacity.
- **The capacity of the plant is 300 KLD per day at 33% recovery. So, inflow will be in accorndance to the same to achieve the desired result.**

Operational Considerations:

- **Sufficiency of Water Supply:** While the initial analysis indicates that the total inflow from the wells (720 m³/day) exceeds the daily requirement (600 m³/day), this provides a buffer to ensure consistent operation and accounts for any potential fluctuations in inflow.

- **System Efficiency**: Regular monitoring and maintenance of the intake system should be essential to maintain optimal performance and ensure that the seawater supply remains adequate for the desalination process. With this configuration, the proposed intake system should efficiently meet the desalination plant's water needs, ensuring a reliable source of seawater for treatment and purification.

Seawater intrusions in groundwater

- Seawater intrusion is the movement of seawater into fresh water aquifers due to natural processes or human activities. Seawater intrusion is caused by decreases in groundwater levels or by rises in seawater levels. When you pump out fresh water rapidly, you lower the height of the freshwater in the aquifer forming a cone of depression. The salt water rises 40 feet for every 1 foot of freshwater depression and forms a cone of ascension.

Outfall Location of Brine

- The outfall location for brine discharge is a critical consideration in the design and operation of a desalination plant. Here are the essential factors regarding the proposed outfall location
- It is proposed to dispose the brines at outfall arrangements about 20 m³ per hour of sea water is being let-out from the plant through the outfall structure. The brines disposal from this Desalination Plant is about 300 m³ per day.

3. MODE OF CONVEYANCE OF SEA WATER AND BRINE

In the Proposal for conveying seawater and brine for a desalination plant, you're planning to use buried pipelines of various sizes and materials. Here's a concise breakdown of the key elements you mentioned:

- **Seawater Conveyance**: **Type of Pipe**: HDPE or UPVC pipes.
  Size: 90 mm outer diameter.

- **Brine Disposal**: **Type of Pipe**: HDPE or UPVC.
  Size: 110 mm outer diameter.

- **Treated Water Conveyance**: **Type of Pipe**: Likely HDPE, considering industry standards.

Size: 65mm NB (Nominal Bore).

- **Considerations: Material Selection**: HDPE and UPVC are both excellent choices for corrosion resistance and longevity, especially in seawater applications.
- **Installation Depth**: Ensure that the pipelines are installed at a suitable depth to protect against external forces and temperature variations.
- **Flow Capacity:** Assess the flow capacity of each pipeline size to ensure they meet the operational requirements of your desalination plant.
- **Brine Management:** Properly design the brine disposal system to minimize environmental impact.

4. SEA WATER ANALYSIS

The following are the typical sea water parameter for basis of design system.

01.	pH	8.5 – 8.8
02.	Conductivity	78000 micro-mhos / cm
03.	Turbidity	10 NTU
04.	Total Dissolved Solids	45000 ppm
05.	COD	250 ppm
06.	Chloride as CI	19896 ppm
07.	Oil and Grease	10 mg / litre
08.	Density	1.02 gm / cc

Cations, Anions, Heavy metal, Suspended Particle size range and Colloidal particle sizerange could not be analyzed with existing available infrastructure facility.

Required Quality of Treated Water

01.	M. Alkalinity as $CaCO_3$	156 mg / litre
02.	Chloride as $CaCO_3$	99 mg / litre
03.	Sulphate as $CaCO_3$	72 mg / litre
04.	Total Hardness as $CaCO_3$	50 mg / litre
05.	Calcium Hardness as $CaCO_3$	60 mg / litre
06.	Magnesium Hardness as $CaCO_3$ _	40 mg / litre
07.	Silica as SiO_2	20 mg / litre
08.	Sodium as $CaCO_3$	100 mg / litre
09.	Conductivity	200 micro mhos / cm\

5. SCOPE OF WORK

The scope is setting up of a Desalination Plant of Capacity 300 KLD consisting RO complete system, Electro Chlorination systems, RO Feed Pump, UF Cleaning, UF BW pump, UF Feed Pump, Filter Water

Tank, Chlorine Dosing units, Untreated Water Tank, Treated Water Tank, Dosing pumps, all pumps, pipes, valves etc. with suitable DG, battery and Solar panels on turnkey basis.

REVERSE OSMOSIS (RO)

- **Process:** RO uses semi-permeable membranes to separate salt and other minerals from seawater.
- **Energy consumption:** 3-4 kWh/m3
- **Water recovery**: 40-50%

Operating Data of Pre-Treatment System

The following are the operating data and specifications for the pre-treatment system proposed for the desalination plant:

S.No	Description	Unit
1	Number of Units Offered	1 No
2	Output Capacity of Each Unit	40 m^3/hour
3	Operating Hours	15 Hours

Filtration System:

The clarified water from clarified water storage tank shall be treated through the following treatment Stages.

S.No	Particulars
1.	Disc filter to achieve 50 micron
2.	Backwash pump for Filter Unit
3.	Filter Air Blower
4.	Ultra-filtration
5.	CEB backwash pump
6.	CEB backwash chemical dosing system
7.	UF product water tank

Operating Data for Filter:

S.No	Particulars	Unit
1.	Nos. of Streams offered	4 Nos
2.	Feed flow rate per stream	50 m^3 /hr
3.	Operating Hours	12 Hrs
4.	Mode of Operation	Automatic

Note : No. of streams has been mentioned but this is streams within a single filtration system. We had recommended filtration system of Ajud/Amaid. They may vary as per the flow of the water. Instead of no. of stream, we have to read it as 1 filtration system having 4 or more streams.

Operating Data Ultra Filtration:

S.No	Particulars	Unit
1.	Nos. of Streams offered	8 Nos
2.	Feed flow rate per stream	42 m^3 /hr
3.	Product flow rate per stream	40 m^3 /hr
4.	Recovery	95%
5.	Operating Hours	15 Hrs
6.	Mode of Operation	Automatic

Note: No. of streams has been mentioned but this is streams within a single filtration system. We had recommended filtration system of Ajud/Amaid. They may vary as per the flow of the water. Instead of no. of stream, we have to read it as 1 filtration system having 8 or more streams.

Desalination System:

The UF treated water from UF product water tank shall be treated through the following treatment Stages.

S.No	Particulars
1.	MCF Feed Pumps
2.	Micron Cartridge Filter
3.	Anti scalant Dosing System
4.	SMBS Dosing System
5.	Acid dosing system
6.	High pressure pump with ERD (Turbocharger) system for RO unit
7.	Sea water Reverse Osmosis unit
8.	Chemical cleaning system
9.	Flushing System
10.	Treated water storage Tank

Operating Data for Plant:

S.No	Particulars	Unit
1.	Nos. of Streams offered	1 No
2.	Feed flow rate per stream	40 m^3 /hr
3.	Product flow rate per stream	20 m^3 /hr
5.	Recovery	50-60%
6.	Operating Hours	15 Hrs
7.	Mode of Operation	Automatic

Water Treatment Plant:

Pre – Treatment for Desalination Plant

The sea water shall be treated through the following Treatment Stages.

S. No.	Description
1	In Take feed Pumps
2	Stilling chamber – NaOCl dosage from ECP to remove Algae.
3	Flash mixer – Fecl3 coagulant dosage to remove turbidity.
4	Flocculator–coagulant aid–poly electrolyte dosage to remove colloidal silica
5	Clarifier
6	Disc filter to achieve 50 micron.
7	Filter water storage.
8	Ultra filtration skid (UF)
9	UF permeate cum back wash Tank
10	First pass R.O
11	Potable water storage Tank

Operating Data for Plant

S.No	Description	Unit
1.	Nos. of Streams offered	1 No
2.	Feed flow rate per stream	40 m^3 /hr
3.	Product flow rate per stream	20 m^3 /hr
4.	Recovery	50%
3.	Operating Hours	15 Hrs
4.	Mode of Operation	

Tanks & Building Involved:

Tanks & building involved

: 1. Stilling chamber with feed water tank

: 2. Flash mixer

: 3. Clarifier

: 4. Disc filter Industrial Plastics

: 5. UF system Containerized

: 6. UF Filter water storage tank

: 7. UF cum back wash storage tank

: 8. R.O. Containerized

: 9. Potable water tank

Equipment & Pumps Involved

: 1. Raw water Intake pump

: 2. Filter feed pump (UF feed pump}

: 3. UF cleaning pump

: 4. UF back wash pump

: 5. 1st pass R.O. Cartridge filter feed pump

: 6. 1st pass R.O. High pressure pump

: 7. Booster pump/ Energy recovery system

: 8. Service water pump

: 9. Feed pump for service water

: 10. Potable water pump for plant

: 11. Continuous Dosing pump for pretreatment plant

: 12. Continuous Dosing pump for post treatment plant

: 13. CIP pump for RO and UF

: 14. Hypo Dosing pump

: 15. 1st pass R.O. acid Dosing pump

: 16. 1st pass R.O. Antioxidant Dosing pump

: 17. 1st pass R.O. Anti sealant Dosing pump

: 18. Coagulant acid Dosing pump

: 19. Coagulant Dosing pump

: 20. 2nd pass R.O. High pressure pump

Capcity of the potable water tank with each RO system

Capacity for raw water tank and Potable water tank is 100 KL x 2 and 1 tank of 1 KL for CIP system. This has been ascertained after dicsussion with the local authorities.

6. ENERGY REQUIREMENTS

500 kWp Ground-Mounted Solar Plant with Diesel Generator 250 KVA (DG) or as per site requirement + Li-Ion Battery Bank for Water Desalination in Kerema Town, Papua New Guinea

Diesel Generator (DG) & Energy Storage Backup

- **Backup Capacity**: The diesel generator should be sized to provide **peak load** coverage and ensure continued desalination operations when solar power is insufficient (e.g., during cloudy weather or at night). A **250 kW DG** or as per site requirement could be used as a backup power source.
- **Fuel Efficiency**: The diesel generator should be chosen for **fuel efficiency** and the ability to run efficiently for extended periods, with consideration for minimizing operational costs and emissions.

Energy Storage

- **Lithium-ion batteries** (**Container type Solutions**): **-** High energy density, fast charge/ discharge, long lifespan (up to 15 years), low maintenance. Higher upfront cost.

A 1.35 MWh battery storage system could be considered to optimize grid stability.

Hybrid Energy System Integration

- The hybrid system should seamlessly integrate the **500 kWp solar PV** system with the **diesel generator/Battery ban** and **reverse osmosis desalination plant**.
- The **solar PV system** should be the primary source of electricity, providing clean energy during the day, particularly when demand is high.
- The **diesel generator** should serve as backup power to support the desalination plant during periods of low solar generation (e.g., at night or on cloudy days), ensuring continuous operation.

Grid Connection

If the grid is unstable or not sufficiently available, the solar PV system and diesel generator + Battery Bank should work in island mode to supply energy to the desalination unit independently.

Design Supply, Installation & Commissioning of 500K Wp Solar System for Desalination plant in Papua New Guinea

Design Supply, Installation & Commissioning of 500KWp Solar System for Desalination plant in Papua New Guinea including pre-shipment testing at manufacturer's works, proper packing for transportation, transportation along with transit insurance, delivery at plant site, unloading, storage, installation, interconnection with related equipment, calibration, testing and commissioning in to a fully operational condition.
It will include

Sl. No.	Item	Rating/Capacity
1.	PV Module	500 KWp minimum size 550W
2.	PCU	500 KW Hybrid inverter
3.	Battery Energy Storage System	1.35Mwh Lithium ion container type solution with battery management system
4.	DC Cables	As per requirement
5.	AC Cables	As per requirement
6.	AJB/SCB	As per requirement
7.	Module Mounting Structure	GI hot dip
8.	DCDB	As per requirement
9.	ACDB	As per requirement
10.	Lightning Arrester	As per requirement
11.	Earthing System Details and No. of Earth pits	As per requirement
12.	DG Set	250 KVA

Solar PV Module

The capacity of each of the solar module shall not be less than 550 Wp and no negative tolerance from quoted power rating on solar module shall be allowed. The module should be PID resistant.

The temperature coefficient of power for the module should be better than -0.45% /°C.

In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 - requirements for testing for safety qualification or Equivalent IS. Module should also comply to IEC-61701 for salt mist testing.

Photovoltaic arrays must be mounted on a stable, durable structure that can support the array and withstand wind, rain, and other adverse conditions prevailing at site. The modules will be fixed on structures with fixed arrangement. The array structure shall support SPV modules at a given orientation and absorb and transfer the mechanical loads to the columns properly. All nuts and bolts shall be of very good quality stainless steel SS 304.

Structures shall be made of galvanized extruded MS angles. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Galvanizing should meet ASTM A-123 hot dipped galvanizing or equivalent which provides at least thickness of 80 microns on steel as per relevant national standards, if MS frame is used.

Power Conditioning Unit

Power Conditioning Unit (inverter) required shall be of 500 kVA Hybrid, with provision for battery back-up, should convert DC power produced by SPV modules into AC power. These Hybrid PCUs with battery back- up shall feed power to the lighting and other dedicated loads.

Battery Bank

The battery shall have minimum energy storage capacity 1.35 Mwh , container type solution with battery management system. The battery voltage shall be as per associated inverter design

Type of the battery shall be Li-ion preferably Lithium Ferro Phosphate (LiFePO4) with minimum capacity of individual cell as 3.2V, 40Ah, while specific energy of battery system shall be minimum 100 Wh/Kg

The Battery shall have minimum charging rate of C/4 and discharge rate shall be up to 1C. Battery shall give a trouble-free life of minimum 2500 charge/ discharge cycles at C/10 rate at 25°C.

Battery shall be warranted for minimum period of five (5) years.

Battery shall be rated for minimum 85% depth of Discharge.

Array sub main/ main junction / distribution box

Array sub-main/junction boxes/distribution boxes shall have the following properties:

They shall be dust, vermin & waterproof and made of Polycarbonate-Glass Fibre Substance (PCGFS) thermoplastic. The enclosure should be double insulated with protection class-I as per IEC 61439-1. Material and the protection class shall be marked on the enclosure.

The enclosure shall have a transparent front lid for enabling easy visibility.

Cabling

Cabling includes the DC cabling from Solar Array to AJB and from AJB to inverter input. It also includes wiring between PCU and ACDB.

All cables of appropriate size to be used in the system shall have the following characteristic: Shall Confirm to IEC 60227 & IEC 60502 or equivalent national standards

Sizes of cables between any array interconnections, array to junction boxes, junction boxes to inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum (2%).

Lighting Protection

The SPV power plant should be provided with lightning and over voltage protection. The source of over voltage can be lightning or other atmospheric disturbance. The lightning conductors shall be made as per applicable National Standards in order to protect the entire array yard from lightning strike.

The design and specification shall conform to **IEC 62305, "Protection against lightning"** govern all lightning protection-related practices of a PV system.

The entire space occupying SPV array shall be suitably protected against lightning by deploying required number of lightning arresters. Lightning protection should be provided as per IEC 62305.

Civil Work

All Civil works required for the installation of the PV Plant and other items wherever necessary, shall be within the scope of the bidder

Remote Monitoring System

Built-in meter and data logger to monitor Project performance retrievable through an external computer will be provided.

Provision for remote monitoring of the installed solar plant must be made in the controllers through an integral arrangement.

Installation and Commissioning of solar plant

- Civil foundations for mounting of MMS suitable for the marshy areas
- Drainage system
- Access to main road
- Erection of transmission line upto 5 kms from the solar plant to the sub station and interconnection with the local Grid
- Mechanical and electrical fittings for the solar plant
- Proper earthing system suitable for coastal and marshy areas
- DC and AC works

- Commissioning of solar system in sync with DG and batteries
- Providing interconnection with the Desal plant
- Remote metering system

DG Installation

DG set of 150 KVA should be provided and installed at site along with necessary sync with the system

7. Installations in all respect but not limited to :

- **Site Preparation**: Access roads for maintenance.
- **Installation of Mounting Structures**: Install the foundation and mounting structures, ensuring that they are stable and securely anchored to withstand the local wind conditions.
- **Panel Installation**: Install solar panels on the mounting structures. Ensure proper alignment and orientation for optimal sunlight exposure (facing **north** in the Southern Hemisphere), if mentioned in the scope.
- **Electrical Work**: Connect the DG with equipment and then to the local grid. This requires ensuring that the match the energy generation capacity.
- **Grid Connection**: Work with PNG Power or the relevant utility provider to connect the system to the grid. The extension of the grid infrastructure or the reinforcement of existing lines to the plant.

8. TESTING & COMMISIONING

System Testing: After installation, the system should undergo a series of tests to ensure it is functioning properly and efficiently. This includes checking the electrical connections, panel output, inverter performance, and grid synchronization.

Commissioning: Once the system is tested, it should be formally commissioned, and the system should begin generating electricity.

9. OPERATION AND MAINTENANCE

Monitoring and Performance Tracking

- **Remote Monitoring:** Install a remote monitoring system to track system performance in real-time, ensuring that any issues are quickly identified and rectified.
- **Energy Production Tracking:** Measure the energy output to compare it against expected generation and ensure the system is operating at optimal efficiency.

Routine Maintenance

- **Cleaning and Inspections**: Regular cleaning of the solar panels and maintenance checks to ensure panels are not obstructed by dust, dirt, or debris. In coastal areas like Kerema, cleaning might be needed more frequently due to the humid and rainy environment.
- **Inverter and Electrical Systems**: Regular checks of the inverters and electrical systems to ensure they are working properly and efficiently.
- **Repairs and Troubleshooting**: Any faults identified during monitoring or routine checks should be addressed immediately.

Post-Installation Support

- **Warranty and Service Agreements**: Ensure that warranties for the equipment (solar panels, inverters) are clear and that service agreements are in place for ongoing maintenance and support.
- **Train local staff** in plant operations and maintenance.

Environmental Impact

Emissions Reduction

- A 500 kW solar plant could offset approximately 800-850 tons of CO2 emissions annually, which would be a significant environmental benefit.

10. EQUIPMENTS INVOLVED IN DESALINATION PLANT

S.No	Description	Quantity
1.	Flow control station	1 No
2.	Chlorination system	1 No
3.	Stilling chamber (Suitable retention time)	1 No
4.	Coagulant dosing arrangement	2 Nos
5.	Flash mixer (1min retention time)	2 Nos
6.	Agitator for flash mixer	2 Nos
7.	Flocculator (1min retention time)	2 Nos
8.	Agitator for Flocculator	4 Nos
9.	Clarifier	2 Nos
10.	Air blower	2 Nos (1W + 1S)
11.	PE dosing tank	2Nos
12.	Agitator for PE dosing tank	2 Nos
13.	PE dosing pump	4 Nos (2W + 2S)
14.	Filter feed pump	2 Nos (1W + 1S)
15.	Disc filter	2 Nos (1W + 1S)
16.	Basket strainer for UF	1 No
17.	UF skid	1 No
18.	UF membranes	1 Lot
19.	UF backwash pump	2 Nos (1W +1S)
20.	Acid dosing tank for CEB	2 Nos (1W +1S)
21.	Acid dosing pump	2 Nos (1W +1S)
22.	Alkali dosing tank for CEB	2 Nos (1W +1S)
23.	Alkali dosing pump	2 Nos (1W +1S)
24.	NaoCl dosing tank for CEB	2 Nos (1W +1S)

25.	NaoCl dosing pump	2 Nos (1W +1S)
26.	UF product cum backwash water storage tank	1 No
27.	SWRO feed pump	2 Nos (1W +1S)
28.	Acid dosing tank	1 No
29.	Acid dosing pump	2 Nos (1W +1S)
30.	Antiscalant dosing tank	1 No
31.	Agitator for Antiscalant dosing tank	1 No
32.	Antiscalant dosing pump	2 Nos (1W +1S)
33.	SMBS dosing tank	1 No
34.	Agitator for SMBS dosing tank	1 No
35.	SMBS dosing pump	2 Nos (1W +1S)
36.	Micron cartridge filter	1 No
37.	Cartridges for MCF	1 Lot
38.	SWRO high pressure pumps (Turbocharger)	2 Nos (1W +1Store)
39.	Turbocharger	2 Nos (1W +1S)
40.	SWRO skids	1 No
41.	SWRO membranes	1 Lot
42.	SWRO pressure tubes	1 Lot
43.	Suck back tank	1 No
44.	Desalinated water cum fire water storage tank	1 No
45.	RO CIP tank	1 No
46.	RO CIP pump	2 Nos (1W +1S)
47.	Cartridge filter for RO CIP	1 No
48.	Safety shower	1 Lot
49.	Dissolving basket	1 Lot
50.	Interconnecting piping	1 Lot
51.	Access ladder, walkway and handrails	1 Lot
52.	2nd Pass Ro Skids	1 No
53.	2nd Pass Ro membranes	1 Lot
54.	2nd Pass Ro pressure tubes	1 Lot

11. CEPA GUIDELINES

1. *General Guidelines*

- **Environmental Impact Assessment:** Conduct a thorough environmental impact assessment to identify potential risks and mitigate adverse effects on the marine ecosystem.
- **Effluent Quality:** Ensure that the effluent quality meets the standards prescribed by CEPA.

- **Dilution and Dispersion:** Ensure that the effluent is diluted and dispersed to prevent harm to marine life.

2. ***Specific Requirements***

- **Permitting Requirements:** Obtain the necessary permits from CEPA before discharging desalination plant effluent into the sea.
- **Monitoring and Reporting:** Conduct regular monitoring of effluent quality and marine water quality, and submit regular reports to CEPA.
- **Compliance with Coastal Regulation Zone (CRZ) Notifications:** CEPA Regulations: Ensure compliance with CEPA regulations and guidelines for the discharge of desalination plant effluent.

3. ***Additional Considerations***

- **Location of Desalination Plant:** Locate desalination plants away from sensitive habitats or intact coastal ecosystems that might be disrupted by the brine discharge.
- **Use of Diffusor Systems:** Use diffusor systems to spread out the discharge over a larger area, increasing the mixing potential and reducing the impact on marine life.

12. DOCUMENTS&TRAINING

1. Laminated P&ID sheet &bulleted operation sheet (SOP) should be affixed on the inside wall of the Desalination Plant room near by the control panel.
2. Operation & Maintenance manual for bought out items are to be submitted along with the supply.
3. Training on regular operation [pre-treatment section (including chemical preparation), RO section, post-treatment section, raw and product water quality analysis &maintenance [Cleaning of membrane element, replacement of RO element and associated mechanical& instrumental maintenances of piping and valves, all complete respects etc.].

13. PACKING AND FORWARDING

Equipment is to be drained completely after satisfactory pre-dispatch inspection/ performance test and all openings should be properly closed or sealed before shipment to site.

14. MISCELLANEOUS

Tools, tackles, cranes, fork lift etc. as required for unloading and erection jobs at the site are to be organized by the client. Water required during work is to be arranged by the client. Laboratory support & assistance required till completion of demonstration run are to be organized by the executing Desalination Plant-RO unit contractor and within the scope of contract. Site expenses and staying arrangements for execution of site works are within the scope of contract.

Note:

A. Drawing Annexed are for tender purpose, prepared with a view to give an idea of extent of work in contractor's scope (drawing are tentative in nature). Detailed drawing should be made after placement of work order by the executing contractor and to be submitted to HSCC/MEA for approval.

B. All the details given above (like water quality, electrical condition, site conditions etc) are tentative only and the contractor has to do the work on as is where is basis and as per site conditions to complete the project.

C. The consignee location may also change within the state and final consignee location will be communicated at the time of PO/ due course.

D. The suppliers should hold a detail discussion with HSCC/MEA within one month of placement of PO for confirmation following points before initiating the procurement and fabrication work.

INSPECTION & TESTING

All works covered & systems specified in this document shall be subjected to quality surveillance by department as per the latest version of relevant IS code. Inspection and tests shall be carried out as per following.

A. Factory Acceptance Tests (Integrated Skid)/Pre-dispatch Inspection (PDI)

Review of Material test certificate for major parts &performance tests certificate Tanks

1) Dimensional/MOC check-up and nozzle orientation.
2) Water fill test.
3) Pipes/pipe segments& fittings:

Material test certificate (Positive Material Identification) for pipes &fittings.

4) Pumps:
    1. Performance test certificate to be submitted.
    2. Material test certificate.
    3. Guarantee/warranty certificate.
5) Instruments:
    15. Material test certificate &Calibration test certificate.
    16. Guarantee/warranty certificate.
6) Desalination Plant- RO membrane element &pressure vessel complete all:
    1. Performance test certificates.

B. Installation &Commissioning and Site Acceptance Tests

1. All fabrication requirements, inclusive of manpower with respect to unloading of equipment/materials/Unit, erection and installation at site are to be arranged

by the contractor (Turnkey).

2. Installation & commissioning should follow standard safe engineering &
3. industrial practices.
4. Performance demonstration of unit (leak tight system, Water quality in purified drinking water, functional test for all instruments) for accumulative operation of 5 hours for 2 days should be carried out in presence of official with product water IS10500:2012 compliant. Thereafter, 2 days training duration would commence.
5. The access to delivery site is through sea route. Therefore, vendor shall execute the works based on the sea condition.

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

Section – IX
Qualification Criteria

1) The bidder or OEM of SWRO (Seawater Reverse Osmosis) should be an aggregator for all the components required for the supply and installation of Desalination plants including Electro Chlorination system, Pre-Treatment Disc Filter System, Pre-Treatment Ultra Filtration (UF) System, Energy Recovery Device (ERD), Permeate Backflush Tank, Seawater RO Membrane, Sea Water & Treated Water Storage Tanks, Solar Panels, Gensets.

2) Experience criteria:
Bidder or OEM SWRO (Seawater Reverse Osmosis)should have following Experience during the last Seven (7) years ending previous day of last date of submission of tender:

a) Three completed *similar works each costing not less than Rs. 4.9 Cr.

O r

b) Two completed *similar works each costing not less than 7.4 Cr.

or

c) One completed *similar work costing not less than 9.83 Cr.

***Similar works**" shall mean "Supply, Installation, Testing and Commissioning of SWRO (Seawater Reverse Osmosis) technology desalination plant with a minimum capacity of 300 KLD or multiple plants totalling greater than or equal to 600 KLD, commissioned within last 7 years with power backup through Solar Photo Voltaic (SPV) or Genset and Plants must bein operational for at least 12 months prior to submission of bid."

i. The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
ii. The past experience of similar nature of work should be supported by completion certificate(s) with Letter of Award issued by the concerned organisation. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award, Agreement, Bill of Quantities, Certified Copy of Bills and copies of Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.

3) The Bidder or OEM of Solar Photo Voltaic (SPV) should have design, supplied, installed and commissioned (roof /Ground) Solar Photo Voltaic (SPV) system of cumulative capacity of 500KW in last Seven years. These projects must be in Operation for at least one (1) year after commissioning prior submission of Bid.

4) The bidder should have demonstrate ability to integrate renewable solar energy or electrical DG set power with desalination technology.

5) Other documents:
Bidder should submit the **manufacturer's authorization letters (As per Section-XIV)**, technical compliance statements and quality certifications as per the technical specifications for the following critical components:
a) Reverse Osmosis (RO) based Seawater Desalination Plant
b) RO membranes
c) High-pressure pumps
d) Energy Recovery Devices
e) Disc Filter
f) Solar Panel
g) Gensets

6) All the quoted manufacturer should not stand deregistered/banned/blacklisted/debarred by any government authorities an undertaking for the same shall be submitted by the bidder on non-judicial stamp paper with duly notarized.
7) Average annual financial turnover of bidder in last three financial year should be Rs. 6.14 Cr. Annual report of last 3 consecutive financial ending 31st March, 2024. Balance sheet and Profit &Loss Account duly audited and signed by auditor should be submitted. A copy filed on the MCA portal (where applicable) shall also be attached.
8) Net worth of the Bidder /firm as on last day of the proceeding financial year i.e. FY 2023-24 should be positive.
9) The bidder has to submit Tender Form as per Section-X and Affidavit as per section-XIX
10) The bidder has to submit pre-signed integrity pact (As per Section XXII) duly signed and stamped.
11) The Purchaser reserves the right to relax the Norms on Prior Experience & Turnover for Start-up and Micro& Small Enterprises (OEM only) in Public Procurement.

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

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

Digitally signed by KAMAL KISHORE
Date: 2025.10.29 21:06:35 IST

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : ____________________

Date of opening : ____________________

Time : ____________________

Name and address of the Tenderer : ____________________

Name and address of the manufacturer : ____________________

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

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

Signature and seal of the Tenderer

PROFORMA 'B'

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

<u>AFFIDAVITE FOR LAND BORDER SHARING DECLAERATION</u>

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

Date:

Tender Ref. no. (Tender ID): ……………………………………
Name of the Tendered Item :………………………..…………
Name of the Bidder:…………………………………..…………
Quoted Model: …………………………………………….………..
Name & Address of Original Equipment Manufacturer of quoted model:

i) Actual Manufacturing Site:

ii) Legal Manufacturing Site:

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

i) We, M/s. …………………..*(Name of the Bidder)* have read the above order and; I certify that our company (as a bidder), our Manufacturer's Authorization firm M/s. …………………. (if applicable) and the quoted item against the above tender:
   - ☐ is not from such country *OR* not a subsidiary of an entity from such country

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

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

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

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

Seal & Signature

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

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

Section – X
TENDER FORM

Date__________

To

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

Ref. Your TE document No. _________dated ___________

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

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

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.
We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.

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

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.
We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

---

(Signature with date)

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

SECTION – XI PRICE SCHEDULE

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

S/n	Description	Qty	Unit Price in Rs. (Without GST)	Total Price in Rs. (Without GST)
1	Turnkey Project of Desalination Plant of Capacity **300 KLD** Support by Solar Energy **at Papua New Guinea (PNG)**	1 Set		
			Grand Total Price	
2	Transportation Cost (From India Port to Consignee Port) of Papua New Guinea (PNG)	Lumpsum		

Grand Total Price in Indian Rupees In words: ______________________________

Note:

1. If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.
2. The Quoted price shall be inclusive of Packing & Forwarding, Loading/ unloading/Local Transportation (up to Indian Port)/Incident al Costs/Insurance & Installation & commission & handover(if required) etc till Consignee's Site charges. Nothing extra shall be payable.
3. Transportation cost for Transportation from India to destination place is to be paid extra and not taken in ranking. The same will be paid as quoted or actual whichever is less
4. Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price". Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price".
5. Bidder not quoting all items shall be treated as non-responsive.

Signature of the Bidder:
Name:
Date & Place:
Business Address:
Seal of Bidder:

Digitally signed by KAMAL KISHORE
Date: 2025.10.29 21:06:35 IST

Section XI- Price Schedule for Items mentioned as – Optional or Price to be Quoted Separately

S. No.	Name of Item/Part	Part No.	Qty.	Unit Price inclusive of all Taxes, Duties, Transportation, Incidental Cost etc. up to Consignee Site (Indian Rupees)	Total Price inclusive of all Taxes, Duties, Transportation, Incidental Cost etc. up to Consignee Site (Indian Rupees)

Name________________________
Business Address________________________
Place: ____________________________ **Signature of Tenderer________________________**
Date: _____________________________ **Seal of the Tenderer----------------------------**

SECTION – XI PRICE SCHEDULE

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

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

*** After completion of Warranty period**

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 5 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. 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.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name_________________________
Business Address_________________________

Place: ____________________________ **Signature of Tenderer**_________________________
Date: ____________________________ **Seal of the Tenderer**_________________________

SECTION XI– PRICE SCHEDULE
D) PRICE SCHEDULE FOR TURNKEY

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE	Turnkey price

Note: -

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

Name________________________
Business Address________________________
Place: ___________________________ **Signature of Tenderer**________________________
Date: ____________________________ **Seal of the Tenderer**________________________

SECTION – XII
QUESTIONNAIRE

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

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.

2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

SECTION – XIII

FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE

(To cover payment of Bid Security and Conditions of Contract)

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

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

Dear Sir,

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

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

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

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

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

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

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

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

Dated this .... day of ....

Yours faithfully,

For and on behalf of
The………………………….Bank.

Signature of authorized bank official

Name: ……………………………..
Designation: …………………………...…
Stamp/Seal of the Bank: ……………………….………..

SECTION – XIV
MANUFACTURER'S AUTHORISATION FORM

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

To

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

Dear Sirs,

Ref. Your TE document No ____________, dated _____________

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

We further confirm that supplier Messrs. __________________________ (*name and address of the above agent*) is authorised to-enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent. We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs____________________________

[*Name & address of the manufacturers*]

Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent to legally bind the manufacturer.
2. Original letter may be sent.

Digitally signed by KAMAL KISHORE
Date: 2025.10.29 21:06:35 IST

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
HSCC (India) Ltd., New Delhi

WHEREAS ______________________________ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no_________________________ dated _____________ to supply (description of goods and services) (herein after called "the contract").
AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee shall be valid up to 30/66 months from the date of Notification of Award i.e. up to ----------- (indicate date)

……………………………
(Signature with date of the authorised officer of the Bank)
…………………………………………………………
Name and designation of the officer
…………………………………………………………
…………………………………………………………
Seal, name & address of the Bank and address of the Branch

SECTION – XVI
CONTRACT FORM - A

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

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

Contract No___________ dated______________

This is in continuation to this office's Notification of Award No_______ dated ______

1. Name & address of the Supplier: ______________________________
2. Purchaser's TE document No________ dated____________ and subsequent Amendment No____________, dated_________ (if any), issued by the purchaser
3. Supplier's Tender No_________ dated__________ and subsequent communication(s) No____________ dated _________ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

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

   Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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

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

Any other additional services (if applicable) and cost thereof: _____________________
Total value (in figure) ____________ (In words) ___________________________

2. Delivery schedule

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

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

____

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

Received and accepted this contract

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

(Seal of the supplier)
Date: ___________________________

Place: ___________________________

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

Annual CM Contract No.________________________ **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 5 Years [3 x (4a+4b+4c+4d+4e)]**
			1^{st}	**2^{nd}**	**3^{rd}**	**4^{th}**	**5^{th}**	
			a	**b**	**c**	**d**	**e**	

Total value (in figure) ____________ (In words) ____________________________

b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from______________ (date of expiry of Warranty) and will expire on ______________ (date of expiry of CMC)

c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Turnkey (if any).

d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

f) All software updates should be provided free of cost during CMC.

g) The bank guarantee valid till ______________ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _______________ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.

h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. __________ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.

i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

j) **Paying authority:** _______________________ (name of the consignee i.e. Hospital/ Institute /Medical College's authorised official)

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

For and on behalf of__________________

Received and accepted this contract

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

For and on behalf of _________________________

(Name and address of the supplier)

(Seal of the supplier)

Date: _________________________

Place: _________________________

Digitally signed by KAMAL KISHORE
Date: 2025.10.29 21:06:35 IST

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

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

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No_______________
Date_______________

To
M/s ________________________
____
____

Subject:	Certificate of commissioning of equipment/plant.

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

(a) Contract No____ dated__________________

(b) Description of the equipment(s)/plants: ______________________________________

(c) Equipment(s)/ plant(s) nos.:____

(d) Quantity: ____

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no_______________ dated _________________

(f) Name of the vessel/Transporters:____
(g) Name of the Consignee:____
(h) Date of commissioning and proving test:______________________________________

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

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

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
The supplier has fulfilled its contractual obligations satisfactorily ## or
The supplier has failed to fulfil its contractual obligations with regard to the following:
He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
He has not supervised the commissioning of the equipment(s)/plant(s)in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is
The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.
The amount of recovery on account of failure of the supplier to meet his contractual obligations is__________________ (here indicate the amount).
Signature
Name
Designation with stamp

Explanatory notes for filling up the certificate:

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

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

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

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

SECTION – XIX
AFFIDAVIT/UNDERTAKING

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

Affidavit of Mr..S/o……..
R/o...
I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s …………………………………….. Having its **Head Office/Regd. Office at……………………………………………………………**

2. That the information/documents/Experience certificates submitted by M/s………………………………along with the tender for……………….……………………(Name of the work) To HSCC are genuine and true and nothing has been concealed.

3. I shall have no objection in case HSCC verifies them from issuing authority (ies).I shall also have no objection in providing the original copy of the document (s), in case HSCC demands so for verification.

4. I hereby confirm that in case, any document, information&/ or certificate submitted by me found to be incorrect/false/fabricated, HSCC at its discretion may disqualify/reject/terminate the bid/contract and also forfeit the EMD/All dues.

5. IshallhavenoobjectionincaseHSCCverifiesanyorallBankGuarantee(s)under any of the clause(s)of Contract including those issued towards EMD and Performance Guarantee from the Zonal/Back office issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCC receives said verification.

6. That the Bank Guarantee issued against the EMD issued by(name and address of the Bank) is genuine and if found at any stage to be incorrect/false/fabricated, HSCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

7. I hereby confirm that our firm /company has not been blacklisted/holiday list/barred/banned from tendering by any government or government agency or public sector undertaking or judicial authority/arbitration body at any time during the last five years ending last day of the month previous to the one in which the tenders are invited.
   I hereby confirm that no quality related matter/court case/investigation/arbitration is pending in any project executed by us for any government or government agency or public sector undertaking or Judicial authority/arbitration body except those mentioned in litigation history mentioned at "Form-N".

   It is also certified that I/We Shall be liable to be debarred/ disqualification/ terminated in case any information furnished by me/us is found to be incorrect.
8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

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

DEPONENT

Verified at...............this................dayof....................

DEPONENT **ATTESTEDBY (NOTARYPUBLIC)**

"Form-N"

LITIGATION HISTORY

(On letterhead of the applicant)

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

Name of Bidder/ Applicant: M/s ………………………………………………………….							
Year	Name of the work/ Project	Name of the Client, with Address	Title of the court Case/ Arbitrati on/	Detail of the Court/ Arbitrato r	Status Pendi ng/ Decid ed	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

Authorized Signatory of bidder

“Form – F”
(GENERAL INFORMATION)

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

Signature of Organization &
Stamp:-

SECTION – XX

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

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

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

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section – XXI
Consignee List

Purchaser : HSCC on behalf of MEA

S/n	Consignee	Address
1	Consignee -1	**Papua New Guinea (PNG)**

Note For Delivery –

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

INTEGRITY PACT
Section – XXII

To,

…………………
………………….
………………….

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

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

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

Yours faithfully

GM (Proc.)
HSCC (India) Ltd

To

HSCC (India) Ltd

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

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

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

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

AND

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

Preamble

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

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

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

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

Article 1: Commitment of the Purchaser/ HSCC

(1) The Purchaser / HSCC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
   (a) No employee of the Purchaser/ HSCC, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
   (b) The Purchaser/ HSCC will, during the Tender process, treat all Bidder(s) with equity and reason. The Purchaser will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
   (c) The Purchaser/ HSCC shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Purchaser / HSCC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer of the Purchaser/ HSCC and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

(1) It is required that each Bidder/Supplier (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of

fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/ Supplier (s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/ Supplier (s) will not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's/ HSCC's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/ Supplier (s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/ Supplier (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Supplier (s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/ Supplier (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/ Supplier (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/ Supplier (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/ Supplier (s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s)/ Supplier (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

(1) If the Bidder(s)/ Supplier (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Purchaser after giving 14 days' notice to the Supplier shall have powers to disqualify the Bidder(s)/ Supplier (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Supplier from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Purchaser. Such exclusion may be forever or for a limited period as decided by the Purchaser.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Purchaser has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Purchaser apart from exercising any legal rights that may have accrued to the Purchaser, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Supplier.

(3) Criminal Liability: If the Purchaser obtains knowledge of conduct of a Bidder or Supplier, or of an employee or a representative or an associate of a Bidder or Supplier which constitutes corruption within

the meaning of IPC Act, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Supplier as deemed fit by the Principal/ Owner.

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

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

(1) The Bidder(s)/ Supplier (s) undertake(s) to demand from all subsuppliers a commitment in conformity with this Integrity Pact. The Bidder/ Supplier shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subsuppliers/sub-vendors.

(2) The Purchaser will enter into Pacts on identical terms as this one with all Bidders and Suppliers.

(3) The Purchaser will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Purchaser, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Supplier is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1. .... (signature, name and address)

2. .... (signature, name and address)

Place: Date:

Digitally signed by KAMAL KISHORE
Date: 2025.10.29 21:06:35 IST

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

Dated 16th February, 2021
Shastri Bhawan, New Delhi

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

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

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

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

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

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

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

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

Cont…..02

4. **Non–Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 25%.

5. Verification of Local Content:

a. The 'Class-I local supplier'/ Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. The following Committee is being formed for independent verification of self-declarations and auditor's/accountant's certificate on random basis and in the case of complaints-

1. Chairman - Joint Secretary (Medical Device) in DoP
2. Member - Director / Deputy Secretary (Medical Devices) in DoP
3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSCO
4. Member - Dr. Akshaya Srivastva, Associate Professor, National Institute of Pharmaceutical Education and Research, Ahmedabad
5. Member - Dr. Jitendra Sharma, CEO & MD, Andhra Pradesh Medtech Zone Ltd, Andhra Pradesh

d. In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the complaint by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

6. These guidelines shall be applicable to all Central Sector Schemes/Centrally Sponsored Schemes for procurement made by States and local bodies if project or scheme is fully or partially funded by Government of India.

7. All other provisions of Public Procurement (Preference to Make in India) Order 2017, as revised by DPIIT on 16.09.2020, shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.

Cont….03

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

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

16/2

(Dr. Sumit Garg)
Deputy Secretary
Tele: 011-23389840

Copy to:

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

Section XXIII

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

Subject: Declaration on Non-Collusion and Related Entity Participation

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

We are submitting our bid for [Tender Name / ID] in our own name and not in collusion with any other bidder.
We have not entered into any agreement or understanding with any other bidder, directly or indirectly, to influence the bidding process.

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

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

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

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

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

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

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