

GLOBAL BIDDING DOCUMENT

(Two Bid System for Machinery & Equipment)

FOR
**NATIONAL CANCER INSTITUTE
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
(JHAJJAR CAMPUS)**

NIB Ref: HITES/PCD/NCI-AIIMS/51/22-23



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SECTION - I**NOTICE INVITING BIDS (NIB)****ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

Ansari Nagar, New Delhi-110 029

NIB Ref: HITES/PCD/NCI-AIIMS/51/22-23**Dated: 24.01.2023**

Procurement & Consultancy Services Division of **HLL INFRA TECH SERVICES LIMITED** (a fully owned subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise) for and on behalf of **Director, AIIMS - New Delhi**, invites e-tenders in two bid system (technical and price bid) from the reputed, eligible & qualified firms/ manufacturers for purchase/supply of following goods at **National Cancer Institute-AIIMS, Jhajjar, Haryana**.

Sl. no.	Tender ID	Short Description of goods	Quantity (Nos.)	Bid Security (BS) (Rs.)	Tender Processing Fee incl. GST (Rs.)
1	2023_HLL_142649_1	Integrated and Peri-Operative Anesthesia Charting System for OT, ICU, Ward & Recovery	1 Set	60,00,000	5,900
2	2023_HLL_142649_2	Blood and Fluid Warmer	31	93,000	1,770
3	2023_HLL_142649_3	Fibre Optic Bronchoscope/ video Endoscope	16	9,60,000	2,950
4	2023_HLL_142649_4	Mid-end Ultrasound Machine	8	4,00,000	1,770
5	2023_HLL_142649_5	Cryo-Radiofrequency Ablation Machine	1	80,000	1,770
6	2023_HLL_142649_6	High End Ultrasound System	1	1,50,000	1,770
Pre-bid conference meeting with prospective bidders				Scheduled Date & Time	
Venue for pre-bid meeting:		Committee Room (No. 149), 1st Floor, Dr. BRA IRCH Building, AIIMS, New Delhi-29.		30.01.2023 at 02:00 PM	
Last date and time of submission of tender:				16.02.2023 at 02:00 PM	
Date and time of tender opening:				17.02.2023 at 02:30 PM	
Contact Person: HEAD (PCD), HITES; Email: hll.ncij@hllhites.com					
2. Interested bidders are advised to download the Bidding document from the websites www.hllhites.com or https://etenders.gov.in/e procure/app for complete details.					
3. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPPP website: https://etenders.gov.in/e procure/app only.					
4. The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner.					

In case the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

5. Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
6. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above.
7. All prospective bidders (maximum two representative of a firm bearing ID proof issued by their firm) may attend the Pre-bid conference meeting. The venue, date and time indicated above.
8. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of '**HLL Infra Tech Services Limited**' at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organisation.
9. **Tender Processing Fee and Bid Security (BS) in original** should be deposited, within the scheduled latest date & time of tender submission as mentioned above, in the Tender Box located at: **HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh**, failing which the bid shall be summarily rejected.
10. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

CEO (HITES)

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

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

1.2. Definitions:

- i. "Purchaser" means HLL INFRA TECH SERVICES LIMITED (HITES) for and on behalf of The Director, AIIMS, New Delhi.
- ii. "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- iii. "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
- iv. "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- v. "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- vi. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- vii. "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- viii. "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x. "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- xi. "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- xii. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.
- xiii. "Day" means calendar day.

1.3 Abbreviations:

- (i) "NIT" means Notice Inviting Tenders.
- (ii) "GIB" means General Instructions to Bidders
- (iii) "SIT" means Special Instructions to Bidders
- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract

- (vi) "LC" means Letter of Credit
- (vii) "DP" means Delivery Period
- (viii) "BG" means Bank Guarantee
- (ix) "GST" means Goods & Service Tax
- (x) "CD" means Custom Duty
- (xi) "BL" means Bill of Lading
- (xii) "FOB" means Free on Board
- (xiii) "CIF" means Cost, Insurance and Freight
- (xiv) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xv) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
- (xvi) "CAMC" means Comprehensive Annual Maintenance Contract (labour, spare and preventive maintenance)

2. Introduction

- 2.1 The Purchaser has issued these Bidding 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 Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

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 Bid

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

5. Eligible Bidders

- 5.1 This Invitation for Tenders is open to all bidder 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. Bid Expense

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid 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 bidding process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I – “Notice Inviting Bid” (NIB), the Bidding Documents include:

Section II	– General Instructions to Bidders (GIB)
Section III	– Special Instructions to Bidders (SIB)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications & General Points
Section VIII	– Qualification Criteria
Section IX	– Bid Form
Section X	– Price Schedules
Section XI	- Check List
Section XII	– Bank Guarantee Form for Bid Security
Section XIII	– Manufacturer’s Authorization Form
Section XIV	– Bank Guarantee Form for Performance Security/CAMC Security
Section XV	– Contract Forms A & B
Section XVI	– Proforma of Consignee Receipt Certificate
Section XVII	– Proforma of Consignee Acceptance Certificate by the consignee
Appendix A	– Integrity Pact

- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for bidding, bid 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 bidders are expected to examine all such details etc to proceed further.

9. Amendments to a Bidding documents

- 9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.

- 9.2 Such an amendment will be notified through CPPP (<https://etenders.gov.in/eprocure/app>) and/or www.hllhites.com and will be binding on them.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

10. Clarification of Bid document

- 10.1 A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than ten days (unless otherwise specified in the SIB) prior to the prescribed date of submission of Bids.

C. PREPARATION OF BIDS

11. Documents comprising the e-Bid

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

A) Techno-commercial Bid (Un-priced Bid)

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

- i) Bid Security furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of Bid Security.
- ii) Bid Form as per Section IX (without indicating any price).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted.
- iv) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorisation Form.
- v) Power of Attorney in favour of the signatory who is digitally signing the bidding documents and signatory of Manufacturer's Authorization Form.
- vi) Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the bidding documents.
- vii) Performance Statement as per section VIII along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be.
- x) Checklist as per Section XI.
- xi) Copies of GST registration certificate and PAN Card.
- xii) Copies of annual report, audited balance sheet and profit & loss account as per tender requirement.

- xiii) Non conviction/no pending conviction certification issued by Notary on non-judicial stamp paper for preceding three years.
- xiv) A declaration that bidder 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.
- xv) Technical and Commercial Compliance statement in excel format provided in the e-tender portal.
- xvi) Product catalogues/original Data Sheets for all quoted items.
- xvii) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.
- xviii) The Integrity pact (At Appendix-A) on non-judicial stamp paper shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

B) Price Tender:

Price Schedule(s) as per format provided in the portal, duly filled in with all the details including Make, Model, HSN Code etc. of the goods offered, is to be uploaded.

The price bid format is provided in excel format along with this Bidding Document at <https://etenders.gov.in/eprocure/app> under given Tender ID.

Bidders are advised to download this Price Bid Format as it is and quote their offer/rates in the permitted column and upload the same in the Price Bid. **Bidder shall not tamper/modify the downloaded price bid template in any manner.** The Instruction given in the Price Bid Format shall strictly be adhered to.

Note:

The tender Processing fee, BID SECURITY and **Integrity Pact (Appendix A) on non-judicial stamp paper** has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.

11.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places and initial all the remaining pages of the bid. Individuals signing the bid or other documents connected with a contract must specify whether he signs as:

- i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- iii. Constituted attorney of the firm if it is a company.

Note:

1. In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any

partner, the bid and all other related documents must be signed by every partner of the firm.

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

- 11.3 A bid, 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.

12. Bid Currencies

- 12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.
- 12.3 Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13 Bid Prices

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section X all the specified components of prices shown therein including the unit prices, applicable taxes and total bid prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Price Schedule should be filled up as required.
- 13.2 If there is more than one schedule in the "List of Requirements", the bidder has the option to submit its bid for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached Under Section X.
- 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 packing charges and GST and Custom Duty already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) Any taxes and duty, which will be payable on the goods in India if the contract is awarded;
- c) Charges towards 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 (including installation & commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;
- e) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted on FOB at port/ FCA at airport of shipment, as mentioned in List of Requirements, Technical Specification and Price Schedule
- b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.
- c) The price of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.
- d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
- e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
- f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)
- g) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Taxes and Duties:

13.5.1 GST (Goods & Services Tax)

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

13.5.2 Customs Duty

The Purchaser will pay the Customs duty wherever applicable.

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 Bidding Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS - 2010, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.2 above, shall also furnish the following information:
- a) The complete name and address of the Indian Agent.
 - b) The details of the services to be rendered by the agent for the subject requirement.
 - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CAMC period.

15. Firm Price

- 15.1 Unless otherwise specified in the SIB, prices quoted by the bidder 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 GIB clause 13 will apply.

16. Alternative Models

- 16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the bidding document of same manufacturer with single Bid Security.
- 16.2 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 ATE for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same ATE.
- 16.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same ATE.

17 Documents Establishing Bidder's Eligibility and Qualifications

- 17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:
- a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
 - b) In case the bidder 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 Bidding Document.

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

19. Bid Security (BS)

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Bids (NIB). The Bid Security is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The bidders who are currently registered with MSME for the specific goods as per bidding document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall enclose relevant certificate of registration issued by department of MSME.

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

19.3 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:

- i) Account Payee Demand Draft/ Banker's cheque
- ii) Fixed Deposit Receipt
- iii) Bank Guarantee
- iv) Insurance Security Bond

19.4 The **Demand Draft** or **Banker's Cheque** or **Fixed Deposit Receipt** shall be drawn on any commercial bank in India or country of the bidder, in favour of the "....."(as indicated in the NIB) payable at New Delhi. In case of **Bank Guarantee**, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in this document.

19.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno-Commercial Bid opening date.

19.6 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

19.7 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Bid Validity

20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Bidding Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original

validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

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

21. Signing and Sealing of Bid

- 21.1 The bidders shall submit their bids online as per the instructions contained in GIB Clause 11 and any other specific instruction mentioned in the CPPP portal using the digital signature.
- 21.2 Unless otherwise mentioned in the SIB, a bidder shall submit their bid online only.
- 21.3 The Bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 21.4 All the documents of the bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the bid including printed literature (if any), shall be initialled and stamped by the same person(s) signing the bid. The bid shall not contain any eraser or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled and stamped by the person(s) signing the bid.
- 21.5 The bidder is to seal the bid and writing the address of the purchaser and the bid reference number on the envelopes. The sentence "NOT TO BE OPENED" before _____ (The bidder is to put the date & time of bid opening) are to be written on this envelope. If the envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6 Bidding Document seeks quotation following "Two Bid System", in two parts. First part will be known as 'Techno-Commercial Bid', and the second part 'Price Bid' as specified in clause 11 of GIB.

D. SUBMISSION OF BIDS

22. Submission of Bids:

- 22.1 Unless otherwise specified, the bidders are to drop the Bids in the tender box located at **HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** or the same shall be submitted by the bidder by hand to concerned Project Officer dealing hand or his nominee. The necessary entry will be made in the Bid Receipt Register.
- 22.2 The bidders must ensure that they submit the on-line bids within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and Bid Security within its scheduled date & time. It is the responsibility of the bidder to ensure that their Bids 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 submission of bid falls on / is

subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

- 22.3 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 22.4 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding document.
- 22.5 Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- 22.6 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be dropped in the Tender Box latest by the last date of bid submission or as specified in the Bidding Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 22.8 The server time (which is displayed on the dashboard of the e-tendering portal) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 22.9 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 22.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

23. Late Bid:

- 23.1 A bid, which is received after the specified date and time for receipt of bids will be treated as “late bid” and will be ignored.

24. Alteration and Withdrawal of Bid

- 24.1 The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be considered.
- 24.2 No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the Bid Security furnished by the bidder in its bid.

E. BID OPENING

25. Opening of Bids:

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

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

- 25.2 Authorized representatives of the bidder, who have submitted bids on time may attend the bid opening provided they bring with them letter of authority from their bidder. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidder's names and addresses.
- 25.3 Two Bid System as mentioned in Para 21.6 above will be as follows. The "Techno - Commercial Bids" are to be opened in the first instance, at the prescribed time and date as indicated in NIB. These Bids shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the Bidding Document. During the Techno-Commercial Bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, Bid Security and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno-Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial Bid. The prices, special discount if any of the goods offered etc., as deemed fit by bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

26. Basic Principle

- 26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

27. Scrutiny of Bids

- 27.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 27.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 27.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding Documents. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 27.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and may be ignored;
- (i) Bid form as per Section IX not enclosed.
 - (ii) Bid is unsigned.
 - (iii) Bid validity is shorter than the required period.

- (iv) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been provided.
- (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the desired Manufacturer's Authorization Form as per Section XIII.
- (vi) Bidder 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.
- (vii) Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
- (viii) Poor/unsatisfactory past performance.
- (ix) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
- (x) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
- (xi) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xii) Bidder has not agreed for the delivery terms and delivery schedule.
- (xiii) The Integrity pact (At Appendix-A) on non-judicial stamp paper should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

28. Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a bidder, 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 bidder 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 judgment of the purchaser, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/speed post/email. If the bidder does not agree to the observation of the purchaser, the bid is liable to be ignored.

30. Qualification Criteria

30.1 Bids of the bidder, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non-responsive and will not be considered further.

31. Conversion of Bid currencies to Indian Rupees

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

32. Schedule-wise Evaluation

32.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful bidder for each schedule, subject to bidder (s) being responsive.

33. Comparison of Bids

33.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present Value (NPV) of the Comprehensive Annual Maintenance Contract Charges (CAMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum." However the payment of CAMC shall be made to the successful bidder at approved rates.

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

34.1 Further to GIB Clause 33 above, the purchaser's evaluation of a bid 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 which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.

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

34.3 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 Bids.

35. Bidder's capability to perform the contract

- 35.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid 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.
- 35.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Bidding Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

36. Contacting the Purchaser

- 36.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIB/Bidding Document and / or its bid, it should do so only in writing.
- 36.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT**37. Purchaser's Right to accept any bid and to reject any or all bids.**

- 37.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

38. Award Criteria

- 38.1 Subject to GIB clause 37 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 35.

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

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

40. Notification of Award

40.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

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

41. Issue of Contract

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

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

41.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

42. Non-receipt of Performance Security and Contract by the Purchaser

42.1 Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in terms of GIB clauses 40 and 41 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

43. Return of Bid Security

43.1 The Bid Security of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

44. Publication of Bid Result

44.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the Website of AIIMS, CPPP and HITES.

H. CORRUPT OR FRADULENT PRACTICES

45. Corrupt or Fraudulent Practices

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

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

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid 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 Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION – III**SPECIAL INSTRUCTIONS TO BIDDERS
(SIB)**

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

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

Sl. No.	GIB Clause No.	Topic	SIB Provision	Ref. Page No.
A	1 to 7	Preamble	No Change	
B	8 to 10	Bidding Document	No Change	
C	11 to 21	Preparation of Bids	Change in GIB Clause no. 19, 21.1	
	19		Additional para 19.9 as under	15
D	22 to 24	Submission of Bids	No Change	
E	25	Bid Opening	No Change	
F	26 to 36	Scrutiny and Evaluation of Bids	Change in GIB Clause no. 33	
	33	Comparison of Bids	Additional para 33.2 as under	21
G	37 to 44	Award of Contract	No Change	
H	45	Corrupt or Fraudulent Practices	No Change	

19. Bid Security (BS)

19.9 HITES Bank details for necessary issuance of ‘Structured Financial Messaging System (SFMS)’ in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:

Name of the Beneficiary	Bank Details	IFSC Code
HLL INFRA TECH SERVICES LTD.	HDFC BANK LTD, NOIDA, UTTAR PRADESH	HDFC0000088

33. Comparison of Bids

33.2 Unit Prices for all optional items/accessories/services (if any) asked in the tender specifications must be quoted separately by all the bidders in their price bid. Such unit prices after multiplying by the required quantity shall be added and taken into consideration for comparison and ranking of bids.

Added Para (Ref. GIB Clause 33 & 34):

The comparison of bids will be based on GIB Clause 33, 34 and if any, as specified in the Technical specification(s). However, at the time of award of contract, the value of award (bid value/contract value) shall be limited to the upfront charges payable by the exchequer for Supply, Installation, Testing & Commissioning value only on DDP basis which is inclusive of warranty (for number of years specified at section VI; List of Requirement, Part I) and any other item(s)/services detailed for upfront purchase in the technical specifications. The cost of any other parameters like CAMC price beyond the warranty period, cost of any Consumables, any other recurring expenditure, etc. which have been considered for ranking of bids or for freezing of rates shall not be part of tender/award/bid/contract value.

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

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1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to

ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

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

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) 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 CAMC security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Comprehensive Annual Maintenance Contract as per the 'Contract Form - B' in Section XV with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser 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 CAMC security in favour of concerned Director AIIMS/Chief of Centres/MS of Hospital/Head of the Department/Dean as per the format in Section XIV.

6. Technical Specifications and Standards

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications under Section VII 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 under Section VII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. Contract number and date
- b. Brief description of goods including quantity
- c. Packing list reference number
- d. Country of origin of goods
- e. Consignee's name and full address and
- f. Supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, 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 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 re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch 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 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-dispatch 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 recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

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

The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms.

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 Free Delivery at Consignee's 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 warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

- ii) In case of supply of the imported goods on CIP (named port of Destination Basis), the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to warehouse (consignee site) on all risk basis.

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

12. Spare parts

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

- a) The spare parts as selected by the Purchaser/End User 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/End User before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC 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, Demonstration, Trial run etc. of the goods.
- ii) Turnkey work (if any).
- iii) Training of Consignee's/End Users 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 dispatch documents well in time to enable the purchaser 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:

Within 24 hours of dispatch, the supplier shall notify the concerned Store Officer in AIIMS Clearing Agent and others concerned the complete details of dispatch and also supply following documents by air mail/ courier etc. with intimation by e-mail:

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

15. Warranty and CAMC

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 include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-

- All kinds of Motors.
- Plastic & Glass Parts against any manufacturing defects.
- All kinds of sensors.
- All kinds of coils, probes and transducers.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

15.5 In case of any claim arising out of this warranty and CAMC period 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 unless revised in SCC in Section V of Bidding Document.

- 15.6 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per conditions laid down in the Bidding Document.
- 15.7 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 up to the completion of the original warranty period of the main equipment.
- 15.8 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.
- 15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.12 The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

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

18. Modification of Contract

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

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

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

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

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

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made through electronic transfer in NEFT/RTGS 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 Indigenous Goods (M&E) Or Foreign Origin Located Within India.

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

- a) **On delivery:** 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:
 - (i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;

- (ii) Consignee Receipt Certificate as per Section XVI of bidding document in original issued by the authorized representative of the consignee;
- b) **On Acceptance:** Balance 25% payment would be made against “Installation and Acceptance Certificate” of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. “Installation and Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable).
- B) Payment for Imported Goods (M&E):** Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:
- a) **On Shipment:** 75% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:
- i) Commercial Supplier’s Invoice giving full details of the goods including quantity, value, etc.;
 - ii) Packing list;
 - iii) Certificate of country of origin;
 - iv) Negotiable clean Bill of Lading/Airway Bill;
 - v) Insurance Certificate; (if applicable)
 - vi) Manufacturer’s guarantee and Inspection certificate; (if applicable)
 - vii) Inspection certificate issued by the Purchaser’s Inspector; (if applicable)
 - viii) Any other document(s) as and if required in terms of the contract.
- b) **On Acceptance:** Balance payment of 25% of net FCA/CIP price of goods would be made against “Installation and Acceptance Certificate” to be issued by the End User through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. “Installation and Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).
- c) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against “Installation and Acceptance Certificate” to be issued by the End User through Wire Transfer.
- d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training),if applicable will be paid in Indian Rupees to the Indian Agent on submission of “Installation and Acceptance Certificate” by the End User.
- e) **Payment of Indian Agency Commission:** Indian Agency Commission (IAC) will be paid to the Authorised manufacturer’s agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The agency commission payment shall be made on submission of “Installation and Acceptance Certificate” by the End User.
- C) Payment of Civil/Electrical Works at site:** The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject

to further escalation/exchange variation. The payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

D) Payment for Comprehensive Annual Maintenance Contract Charges: The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in Section XV of the bidding document valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of contract value is more than Rs. 10 lakh.

21.2 Terms of payment for imported goods

- 21.2.1 The supplier shall not claim any interest on payments under the contract.
- 21.2.2 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.
- 21.2.3 Irrevocable & non-transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser, the charges thereof shall be borne by the supplier.
- 21.2.4 The payment shall be made in the currency/currencies authorised in the contract.
- 21.2.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- 21.2.6 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.
- 21.2.7 While claiming reimbursement of duties, taxes etc. (like GST, sales tax, excise duty, custom duty) from the Purchaser, 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, the supplier shall refund to the Purchaser forthwith.

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and

performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser 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 shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST 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 shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and GST 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 for extension of delivery period and obtain the same before dispatch. 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 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 or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

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

24. Termination for Default

- 24.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, 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 pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 The Performance Security in such cases will be forfeited.
- 24.3 Unless otherwise instructed by the Purchaser, 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.

26. Force Majeure

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

occurrence of such event. Unless otherwise directed by the Purchaser 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 is unable to fulfil its contractual commitment and responsibility, the Purchaser 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 reserves the right to terminate the contract, in whole or in part for its Purchaser'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. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser 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 GIB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

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

30. Resolution of Disputes

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

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

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

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

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.

Any specific clause, mentioned in the technical specification shall prevail and will supersede the similar clause mentioned anywhere in the Bidding Document.

The applicable period of warranty & CAMC shall be as mentioned in the List of Requirement as per section VI of this Bidding Document.

SECTION- VI**LIST OF REQUIREMENTS****Part I:**

Sl. no.	Tender ID	Short Description of goods	Quantity	Warranty Period	CAMC period after warranty
1	2023_HLL_142649_1	Integrated and Peri-Operative Anesthesia Charting System for OT, ICU, Ward & Recovery	1 Set	5 years	5 years
2	2023_HLL_142649_2	Blood and Fluid Warmer	31	5 years	5 years
3	2023_HLL_142649_3	Fibre Optic Bronchoscope/ video Endoscope	16	5 years	5 years
4	2023_HLL_142649_4	Mid-end Ultrasound Machine	8	5 years	5 years
5	2023_HLL_142649_5	Cryo-Radiofrequency Ablation Machine	1	5 years	5 years
6	2023_HLL_142649_6	High End Ultrasound System	1	5 years	5 years

Part II: Required Delivery Schedule:**For Indigenous and/or Imported goods:**

Supply, Installation, Commissioning and Acceptance to be completed within **120 days** from the date of NOA or date of opening of LC or date of approval of layout drawing (if applicable), whichever is later.

[In case of LC opening, necessary documents like valid Performance Security and Proforma Invoice are to be submitted within 30 days from the date of release of NOA. In case layout drawing (if approval is applicable), it should be submitted by the supplier within 21 days from the date of release of NOA]

For delayed submission of above documents, delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

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

Part IV: Turnkey Work (if any) as per details in Technical Specification.**Part V:** Warranty period as per details mentioned in technical specification and as specified in Part I above. Warranty period will start from the date of installation, commissioning and acceptance.

Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

Part VI: Required Terms of Delivery and Destination.**a) For Indigenous goods or for imported goods if supplied from India:**

Free Delivery at Consignee's Site(s)

b) For Imported goods directly from abroad:

The foreign bidders are required to quote their rates on CIP (Named Port of Destination Basis) giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP (Named Port of Destination 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 date of delivery.

c) The Consignee details are as under but the supplier is required to deliver the goods at the designated site in the floor and building of concerned Centers/Hospital/Departments:

Consignee	Contact Address	Air Port	Sea Port
The Director, National Cancer Institute – AIIMS (Jhajjar Campus)	Badsha Village Jhajjar, Haryana	New Delhi	ICD Tuglakabad (for containerised shipments) Or ICD Patparganj

Note: The consignee will ensure timely issue of e-LORA, PNDD, CDEC etc., wherever applicable to the supplier.

SECTION - VII**TECHNICAL SPECIFICATION AND GENERAL POINTS****A. TECHNICAL SPECIFICATION:****Item no. 1 (Tender ID: 2023 HLL 142649 1)****Integrated and Peri-Operative Anesthesia Charting System for OT, ICU, Ward & Recovery**

Sl. No.	TECHNICAL SPECIFICATION:
	Scope of Work:
1	Bidder has to Supply, Install, Testing, Commissioning & maintenance of a Paperless Critical Care and Anaesthesia Solution for OTs, ICU, Pre & Post-Operative and Emergency ward.
2	The System will comprise of Anaesthesia Workstation, Cardiac Monitoring System with CNS (Central Nursing Station), High End Cardiac output Monitor, High End ICU Ventilator and Electronic Charting system for OT and critical care areas.
3	Exiting hospital equipment viz. ICU ventilator, monitors & syringe pumps in the 4th floor of the hospital block which are currently not connected to the existing charting system, should now be integrated with the new charting system. The make & model details of those equipment is as follows: ICU Ventilator: Make: Wipro GE, Model: Carescape R860 (total 25 nos.) Monitor: Make: GE, Model: Carescape B850 (total 25 nos.) Syringe pump: Make: BD, model: Alaris GH Plus (total 57 nos.), Docking station model: Alaris Gateway (20 nos.) Volumetric Infusion Pump: Qty 3 nos. (Alaris GW 800)
4	Bidder has to supply all necessary hardware, software, cables, servers etc required for successful installation and commissioning of the entire system.
5	NCI-AIIMS will provide power connection, and MGPS terminal, static IP & Public IP. However rest of the work shall be done by the bidder.
6	The system shall be supplied as per the Annexure-I
7	The bidders are strongly advised to visit the site before submission of the bid for assessment of work.
8	Bidder has to provide onsite demonstration of the whole system along with all components, if desired by the Technical Specification committee.
9	Bidder has to do LAN cabling work wherever required to connect the same with hospital Intranet system.
10	The charting system should be integrated with LIS, HIS & PACS system. Hardware & Software should be included for the same.
11	Any accessories required for mounting the monitors on the ICU pendants & wall mounting should be included in the scope of work
12	UPS/Stabilizer if any required for the server of the Charting system, the same should be supplied & Installed by the vendor.
	Technical Specifications
A.	Electronic Data Management & Automatic Electronic Patient charting solution for Operation Theater, Pre & Post operative Beds, Intensive Care unit and Emergency Ward
	Web based Charting system should have following features-
1	Electronic charting solution should automatically collect all the data from Anaesthesia workstation and patient monitors detailed in Annex 1
2	Retrieval of patient demographic information from Hospital HIS (with HL 7 Compliant

Sl. No.	TECHNICAL SPECIFICATION:
	HIS System) via HL7 protocols / web services as the case maybe (It shall be the responsibility of bidder to interface the Charting system with NCI-AIIMS HIS).
3	Observation and comments from Doctor & nurse including case history and prescription should be recorded. Documentation of doctor, nurse observations and notes, care given and results for the purposes of case documentation.
4	Patient Registration, presentation and documentation of therapy results.
5	Printing of reports and daily charts. Report generation should be in PDF form as a standard.
6	System should adapt current documentation formats available with user department.
7	System should be completely Web based/Client server based and should allow access from any PC on the Intranet & Internet (with proper authentication : user name/password)
8	It should be possible for atleast 100 users to simultaneously login to the system.
9	System should be provided with one central common server with a common database which can be accessed, updated from the various clients installed in the OT, Recovery, ICU, etc.
10	System should capture data from each OT, Pre & Post-operative beds, Emergency and ICU patient monitors for charting purpose.
11	The bidders must provide a minimum 24" All-in-One PC (with anti-reflective display) for viewing and entering patient information at each Nursing Station as per Annexure 1.
12	There should be a medical grade display of 19" min integrated with all Anaesthesia workstations for running, viewing and entering the data for the charting system or patient monitoring data
13	The charting system interface should be touch screen so that it is possible to view and enter details in the System on Medical Grade Carts to be provided by the bidder as per the specifications detailed herein. It must be possible to enter data into the system via an on-screen keyboard on the touchscreens of the medical carts and elsewhere when appropriate hardware is available.
14	Should be One common True "client server based/web based" solution for Multiple departments (OR / Recovery /ICU/Pre & post op/ER).
15	It should do scoring as per international standards and also help to configure new own scoring for study purpose in system.
16	Should have records of observation Diagnoses (ICD-9, ICD-10, etc), Procedures (ICPM, OPS), The hospital's own catalogues (hit lists) for diagnoses and procedures
17	Programmable events like (Start of Surgery, Start of Anesthesia) can be documented with Quick event button tool" events will be shown as a symbol in an event bar in the flow sheet.
18	Case configuration, staff documentation, Admit/discharge/transfer facility, intervention documentation, outcome documentation is must.
19	Continuation and sharing of data between OR, ICU, Recovery, Emergency is must for automatic electronic centralized server based charging with web browsing. It should be viewing with existing charting system
20	Automatic identification of connected device preferably with name of device. Should not be part specific.
21	Reports generation as per user formats is must.
22	Charting system should also be able to integrate monitors, Syringe pumps, Infusion Pump, Anaesthesia workstation, Ventilators, TCI pump, Cardiac output monitor, ABG of other make.
23	It should have the following clinical modules:
	Pre-OP Module
	OT Module

Sl. No.	TECHNICAL SPECIFICATION:
	Post-OP Module
	ICU Module
	Medication Module
	Patient List Manager Module
	Reference data Editor Module
	Application Editor Module
	System should be capable for customizing and generating advisories
	Protocol Module with bundles and scores.(Glasgow Comma scores, SOFA, CPIS, SAPS II, SAPS III, MODS, LODS, TISS-28, Apache II, Apache III, PRISM etc)
	All the modules should be customizable as per user choice.
24	The medical grade cart should be connected to the system through Wifi at the critical care and OT area. Necessary hardware and software required shall be supplied by the bidder.
25	Bidder shall be responsible for activating single sign-on for the Charting system as and when active directory services are provided by the client.
26	Electronic Charting system should be from same make as of Cardiac Monitors.
	Scope of supply for charting
1	Main server: Two nos. One is for primary in OT server room and another for redundancy in Computer facility at NCI-AIIMS for charting with screen, keyboard mouse (specs as below) along with racks.
2	Licences (Viewing and editing) required for all-in-one PC at each CNS station, Anaesthesia Workstation , Medical Grade Cart and 5 nos. extra for computer system required in doctors room, HOD room etc.
3	Suitable UPS with minimum 10min backup for all servers.
4	Good quality Cisco layer 2 (qty. depending on site condition) and layer 3 (1no) switches to be provided for interface by the bidder if required. Bidder will use the Hospital LAN network for networking. Integration and setup will be responsibility of patient monitor and charting solution Supplier Company.
5	Wifi router and necessary hardware and software for connecting medical grade cart to the system.
	System Server Requirement
	Minimum Hardware & software requirement
	Dual Processor 12 core 3GHz processor Supports virtual machines
	Memory 128 GB RAM
	Storage RAID 5 configuration (hardware)
	Minimum 1 TB hard drives x 8 nos.
	Redundant Power supply
	Inbuilt Network 2 Ethernet connections
	Media DVD-ROM drive
	3 or more USB ports Video VGA output
	Backup - External harddisk – 1 TB
	Hyper V /VMware
	Keyboard, Mouse & Display
	Original Microsoft 2019 & above R2 licenses for OS
	Original Microsoft SQL 2019 & above licenses
	Antivirus: Suitable Antivirus to be provided so that it will be compatible with the anti-virus system of the Institute
	Specification for Medical Grade Cart
	Mobile medical cart with integrated PC with medical grade Full HD OLED display for viewing and entering data for the charting systems. The cart should be connected with the system through wifi.
	Base Cart:
1	Castors – 4 nos. Front 2 nos will have locking facility.

Sl. No.	TECHNICAL SPECIFICATION:
2	Work surface – Min 18” X 19”
3	Motorized height adjustment facility.
4	It should have battery power indication.
5	It should be IEC 60601-1 certified.
6	It should have a battery backup of min 2 hrs.
7	It should have 4 USB & 1 RJ 45 port.
	Integrated PC:
1	Processor intel core i5 or better.
2	RAM: 8 GB min.
3	SSD: 500 GB min.
4	Licensed Windows 10 or higher OS compatible with the charting software
5	Display – Min 21” Medical grade Touch screen HD LCD/LED Display. It should be mounted on the cart through VESA mount.
	Accessories:
	The following accessories should be supplied along with each cart.
1	Power Cord
2	Medication Box of min 3 racks.
	Maintenance / Backup
	Warranty for 5 years with all software updates and upgrades. CMC for 5 years with all software updates and upgrades.
	Remote access for server will be provide to vendor for remote server maintenance
	Internet connection will be also provided by hospital.
	One Engineer should be placed on site to look after the charting system on a 24x7 basis during the warranty period
	User Training
	Onsite Training to be provided to all users (admin, doctors and nurses). At least 1 training of 7 days per quarter for first two year and then once in a year for next three years.
B.	Anaesthesia Machine with Integrated Monitor & Ventilator
I.	The Anaesthesia Machine should have the following features:
1	Should have pipelines attachment for oxygen, nitrous oxide and compressed air.
2	Should have yoke assembly for oxygen and nitrous oxide with pin index system.
3	Durable main switch to put the machine in the on or off position.
4	There should be digital control and display for oxygen & electronic gas mixing.
5	Should have following safety features:
	a. Should provide 25% or more of oxygen when an anaesthetic gaseous mixture is in used.
	b. Should be provided with “electronic” hypoxic guard.
	c. Should have extra flow meters for oxygen only.
6	Should have oxygen flush with a flow rate of more than 35L/min.
7	It should have alternate O2 supply mode in case electronic gas mixture failure.
8	Should be able to hold two seletatec vaporizers (Isoflurane, Sevoflurane & Desflurane) simultaneously. Vaporizers should be maintenance free. Cost of vaporizers shall be quoted separately.
9	Co2 absorber system should have following features:-
	a. Single/Double canister
	b. Autoclavable
	c. Canister capacity of 0.8 kg or more.
	d. It should be possible to bypass the canister if removed during clinical cases to change soda lime.
10	APL valve assembly and Bag mount should be conveniently placed.
11	Inbuilt port for open circuit.

Sl. No.	TECHNICAL SPECIFICATION:
12	Should be provided with two or more number of drawers.
13	Machine should have a good quality handle and castors to move the machine with locking system.
14	The ventilator of the anaesthesia workstation should have the following features:-
	a. Should be electronically controlled.
	b. Should be suitable for infants, paediatric and adult patients.
	c. It should have coloured screen.
	d. Volume and pressure control mode of ventilations.
	e. Electronic peep
	f. Both SIMV and pressure support mode.
	g. Tidal volume range from 20ml to 1200 ml or more
	h. Respiratory rate from 4 to 80 or more
	i. I:E ratio
	j. Display : Respiratory rate, peak airway pressure and PEEP
	k. There should be no collection of water in the breathing system.
	l. Should have advance ventilation mode PCVG/PRVC/Autoflow
	m. It should have pass gas flow
15	Should have independent paramagnetic/Galvanic oxygen sensor for FiO2 monitor and flow sensor for spirometry. (Both the sensor should be covered under warranty & CMC)
16	The work station should be capable of delivery of low and minimal flow anaesthesia.
17	Should be able to display
	a. Pressure Vs time
	b. Volume /Flow Vs time
18	Should have battery backup of atleast 30 minutes.
19	Bidder must ensure regular supply of medical grade Soda lime with rate quoted separately.
20	Anaesthesia machine should have Colour LCD/TFT display of atleast 15" or more.
21	Multi -Gas analysis with auto detection of all anaesthetic agents either on anaesthesia machine or on monitor with ETCO2 values.
22	Should be able to calculate and display FiO2
23	Should be able to automatically detect and calculate MAC of all anaesthetic gases.
24	Anaesthesia work station should be able to connect with the Charting System. Necessary protocol/ codes required for this connection should be provided.
25	The machine should be supplied with the following accessories in addition to the Reusable autoclavable Breathing circuit: 2 nos each for Adult & Paediatric
26	Anaesthesia Workstation including patient monitor should be US FDA or European CE (with 4 digit notified body number) approved.
27	Anaesthesia Workstation should have Active AGSS system and it must be connected to the Central AGSS Port of NCI-AIIMS (NFPA/HTM/DIN/ISO standard as applicable).
II.	The Monitor should have the following:
	The monitor will be of same make, model & specification including accessories as asked in monitoring specification (at point no. B) with the following minimum parameters/modules: ECG, SpO2, NIBP, 2 IBP, RR, 2 Temp, BIS/ Entropy Integrated NMT. The monitor should be supplied with the Transport Module/Monitor as detailed at point no. B.
III.	TCI (Target Controlled Infusion) Pump: (One no with each Anaesthesia Workstation)
	Pump should have the following features:
1	Base/ console/Pump having a provision of a LCD/TFT display to show the Status of Infusions being given to Patient.
2	Base can support TCI with normal syringe pumps or volumetric pumps Upto three

Sl. No.	TECHNICAL SPECIFICATION:
	simultaneously running pump.
3	Upto 5-7 pre-programmed protocols can be stored
4	Should be compatible with all anaesthetic drugs and brand of syringes.
5	Should be able to predict the drug concentration that will be delivered over time, in the Plasma or at the Effect-site (biophase).
6	Should have facility to show the concentration level change over the next 5 minutes.
7	Displays the 'end of effect' time for each anesthetic drug.
8	Ability to select Pharmacokinetic (Marsh & Schinider) models as per user's choice or patient related issues.
9	Should have facility for 2 channel relay programming.
10	Displays the total dose and volume infused from the start of induction.
11	It should also be integrated with the charting system.
	Pump Specification:
1	Flow rate programmable from 0.1 to 1200 ml/h, 0.1 ml/h increment.
2	Should work on syringe of 5, 10, 20, 30, 50/60 ml & with automatic syringe volume recognition.
3	Should have Pressure limit selection from 100 to 1000 mmHg
4	Automatic anti-bolus system to reduce pressure on sudden release of bolus will be essential.
5	Volume limit must be 1 to 999.9 ml, 0.1 ml increment.
6	Keep Vein open (KVO) must be 1ml/h, or programmed rate if lower than 1ml/h.
7	Alarms for IV Line disconnection, Occlusion pressure, Pre- warning of occlusion alarm, End of Infusion, power failure etc.
8	Syringe position control: syringe barrel clasp check; plunger detection; anti-siphon system check.
9	Infusion control: syringe barrel clasp check; end of infusion pre-alarm; volume limit pre-alarm & alarm; KVO rate.
10	Device control: disengaged driving mechanism alarm; low battery pre-alarm; discharged battery alarm; unconfirmed programming; technical malfunction alarm; (auto test; rotation); drive system advance check; watch dog check; RS 232 interface failure; unlocked module.
11	Stackable design and any no of pumps can be stacked.
12	Rechargeable NiMH type of battery having long life of about 5 hours @ 100 ml/ hr. or more.
13	Displays a measurement of approximate charge level as an indicator of remaining battery capacity.
C.	Cardiac Monitor for Recovery Ward with Central Nursing System
	Monitor should have the following –
1	Modular/New Modular monitor with Integrated non-invasive measurements & features suitable for Neonate, Pediatrics & Adult patients
2	Bright, highly visible minimum 15 “ or more Colour LED with full HD display with full touch screen facility.
3	Weight less than 9 kgs including battery.
4	Facility of displaying minimum 6 or more waveform along with related numerical parameters on single screen and minimum of 4 numerical parameters in addition
5	Facility to monitor ECG, SpO2, NIBP, 2 IBP, Respiration, temperature, EtCO2, BIS/Entropy and NMT. The BIS/Entropy and NMT modules and their accessories.
6	Facility for enlarge numeric display to be visible from 10 feet distance. arrhythmia detection, ST- analysis .
7	Facility to monitor last min 48 Hours or more graphical and numerical trends having options to select the items to be displayed in NIBP trend table.
8	Internal rechargeable battery for 1 hours or more operation along with battery charge

Sl. No.	TECHNICAL SPECIFICATION:
	indicator
9	Event review facility including NIBP.
10	Review up to 24 hours trends including monitoring parameters, additional entry like drugs etc. for the numeric data of alarm occurrences from the alarm history table.
11	Graded audio/visual alarm colour coding & should be visible from a distance.
12	Defibrillation protection should be available
13	Equipment should be European CE with four digit notified body number or US FDA approved for the quoted model and certificate to be submitted. OR should meet IEC 60601-1, IEC 60601-1-2 & IEC 80601-2-49 standards and should submit valid test report for the quoted model
14	CNS of 19" LED to be provided with one laser printer. The cabling has to be done by bidder in the HDU One CNS with 16 monitors (Price to be quoted separately)
15	Should be connected with the charting system.
16	Monitors should be supplied with the following standards accessories mentioned with each monitor
	Mounting Bracket - 1 no.
	Module for ECG, SpO2, NIBP, Dual Temp, Resp (Combined or separate or integrated) - 1no.
	Module for 2IBP if separate - 1no.
	Module for ETCO2 - 1no.
	5 Leads ECG cable - 5no.
	Reusable Spo2 probe adult - 5no.
	Reusable Spo2 probe pediatric - 5 no.
	NIBP Hose - 2 no.
	NIBP cuff for Adult & Pediatrics - 5nos. Each size
	Core Temperature probe - 2nos.
	IBP cable - 2nos.
	IBP transducers - 10nos.
	ETCO2 sample line - 10 nos.
	Price for the following equipment/accessories to be quoted separately as per the BOQ provided
	BIS/Entropy Module
	Reusable cable for BIS module
	BIS electrodes disposable
	NMT Module
	Reusable accessories for NMT module (for each module)
	2 Ch EEG Module/Stand Alone Monitor
	CNS of 19" LED + plus cabling (1no. CNS for 8 nos. monitors)
	Laser Printer
D	ICU Ventilator
1	Advanced technology ventilator for use in ICU, suitable for ventilating all categories of patients from paediatric to adults.
2	Microprocessor controlled system with individual selection of various ventilation parameters & PEEP.
3	The system should have the facility for Pressure triggering and Flow triggering
4	Should have the following modes of ventilation
	Volume control
	Pressure control
	Pressure Regulated Volume Control with on-demand flow (PRVC)
	Pressure support with back-up ventilation and volume support with backup ventilation

Sl. No.	TECHNICAL SPECIFICATION:
	CPAP
	SIMV(Volume Control) + Pressure support
	SIMV (Pressure Control) + Pressure Support
	SIMV (PRVC) + Pressure support
	Non Invasive Ventilation
	BIVENT / BIPAP
5	The system should have the following parameters:
	Tidal Volume: 20 ml – 2000 ml
	CMV Frequency: 4-100 breaths/min
	SIMV frequency: 1 – 40 breaths / min
	Inspiratory time: 10% - 80% of breath cycle time
	Pause time: 0 - 30% of breath cycle time
	Pressure level: 0 – 80 cm H ₂ O.
	PEEP: 0 – 45 cm H ₂ O
	Trigger flow: All Category: 0.3 to 1.5 lpm and/or Trigger Pressure: 20 - 0 cm H ₂ O below PEEP
	Inspiratory rise time: 0 - 20% of breath cycle time
	I : E ratio:1 : 10 – 4 : 1
	Should have following audio – visual alarms:
	Airway pressure
	High continuous pressure
	FiO ₂
	Expired minute volume
	Apnea
	End expiratory pressure
	Respiratory rate
	Gas failure
6	Battery: Should have built-in battery back-up for 45 minutes for the ventilator.
7	Atleast 12” Colour Touch Screen TFT user interface screen. It should be possible to display at least three types of waveforms & two loops for each breath Access through touch screen & Direct access to vital settings: PEEP, O ₂ concentration, Respiratory rate & Volume (or Pressure).
8	24 hour trend display of up to 24 parameters.
9	Scroll / Zoom functions
10	Screen should display following waveforms:
	Flow time
	Pressure time
	Volume time
	Following loops:
	Volume – pressure
	Pressure – volume
11	Oxygen sensor should be paramagnetic/ultrasonic/Galvanic and covered under warranty & CMC and will be supplied free of cost during warranty and CMC period.
12	One set each auto cleavable silicon patient tubes for adult & paediatric should be supplied with the system and it should be compatible with humidifier.
13	Should also be supplied with 10 disposable Adult , 5 disposable Paediatric circuits and 15 HME Filters.
14	It should be supplied with 2 mask each of 3 Sizes (Large, Medium, Small).
15	It should have Twonos Auto-clavable& Reusable Expiration Cassette /valves for complete dis-infection capability.
16	Should be supplied with two nos permanent sensor/reusable which should be covered under warranty.
17	It should have facility for ventilation data transfer & network connection.

Sl. No.	TECHNICAL SPECIFICATION:
18	It should be user-friendly & have sturdy design.
19	In-line Nebuliser with capability of producing < 3 micron drug particle. (Price to be quoted separately).
20	Should be supplied with imported humidifier. (Price to be quoted separately).
21	Should be US FDA / European CE marked with 4 digit notified body number.
22	Ventilator, hinged arm and trolley should be from same manufacturer.
23	Should have stand alone medical grade air compressor of same make (Price to be quoted as separately).
24	Should be connected with the charting system.
25	Ventilator should be of same make as of Anaesthesia Workstation.
26	It has to be driven by centralized compressed air. Primary driving source will be centralized compressed air and should have standby standalone compressor with auto changeover facility in case of piped air supply fails and vice versa.
E.	High End Cardiac Output Monitors
1	Advanced high end patient monitor having integrated non-invasive, invasive measurements & features suitable for neonate, pediatrics & adult patients.
2	Monitor must have bright, highly visible minimum 19" or more Color TFT/LED display with full touch screen facility.
3	Monitor must have the facility to display 14 waveforms or more single screen.
4	Monitors must be able to monitor ECG (including 12 lead display by 10 lead), SpO ₂ , NIBP, Respiration, dual temp, dual IBP, ETCO ₂ and upgradeable to Multi Gas measurements including CO ₂ , N ₂ O, O ₂ , and Anesthetic Agents including inspiratory & expiratory values.
5	Monitor must be ready to connect for Continues Cardiac Output from invasive & noninvasive methods, BIS/Entropy, TOF & ICP.
6	Must display 30 min continuous short trends with related real time waveforms and numerical value of parameters on main screen.
7	Monitor must have technology to measure noninvasive continuous cardiac output and other related parameters from basic monitoring parameters such as ECG, SpO ₂ and NIBP/IBP, without the need of any dedicated sensor or catheter.
8	Monitor must have all clinically relevant arrhythmias detection including life threatening arrhythmias as standard feature. Also must have facility to eliminate false arrhythmia alarms.
9	Monitor must have the facility to display stable & physiologically correct value of CVP (Mean) at end tidal point of capnogram.
10	Monitor must have facility to take NIBP measurement automatically in the case of sudden blood pressure change in between periodic measurements.
11	Must display perfusion index (PI %) from SpO ₂ as an indication of pulse strength at the sensor site. The SpO ₂ probes must be durable and washable/wipeable
12	Must have minimum 48 hours review data including graphical and tabular trends, arrhythmia event recalls, alarms. Archiving of the trends in a printable format should be possible on any external HDD
13	Must have small, lightweight infrared based mainstream/sidestream/microstream EtCO ₂ sensor can be used on both intubated and non-intubated patients.
14	Should have inbuilt rechargeable battery for uninterrupted operation with battery backup for 1 hour.
15	Must have drug dose calculations, hemodynamics calculations, Lung Function Calculation & Oxy CRG as standard features.
16	All Monitors should be able to communicate with each other and can display other patient monitor data without the need of central monitor.
17	The monitor should be integrated with charting system
18	Monitor must be U.S.FDA and CE approved.

Sl. No.	TECHNICAL SPECIFICATION:
19	Each monitor to be supplied with reusable items of following:
	a. 3 and 5/6 Lead ECG electrode cable 4. No each
	b. Adult and Pediatric Spo2 probe - 4 No. each, Ear probe- 1
	c. NIBP cuffs for Adult & Pediatrics - 4 no each (of different sizes) with NIBP House/ Tube
	d. Temp Probe - 02 Nos. (skin & esophageal two each)
	e. IBP connection cable – 04 Nos.
	f. IBP Disposable Pressure Transducers – 10 Nos.
	g. Mainstream/sidestream/microstream ETCO2 set –with accessories for both intubated and non-intubated patient (30 each)
20	Should be connected with the charting system.
F.	Syringe Infusion Pump
1	The syringe pump should be programmable, front loading, user friendly (not bulky type), safe to use and should have battery backup and comprehensive alarm system.
2	Must Work on commonly available standard 5ml/10ml/20ml/50ml/60 ml Syringes with accuracy of minimum of +/-2% or better, with automatic syringe size recognition.
3	Equipment should have US FDA or European CE certificate with four digit notified body number.
4	Flow rate programmable from 0.1 to 1000 ml/hr or more in steps of 0.1 ml/hr with user selectable flow set rate option. SAVE last infusion rate even when the AC power is switched OFF.
5	Bolus rate should be programmable to 40 to 1000 ml/hr or more with infused volume display and one key press bolus. Reminder audio after every 1 ml delivered.
6	Display of Drug directory of more than 50 drugs, customized and adjustable.
7	Key board locking system for patient safety.
8	Keep Vein Open (KVO) must be available at 0.1 ml or set rate
9	Selectable Occlusion pressure trigger levels selectable from 300/500/900 mmHg. or atleast 3 selectable levels
10	Automatic detection of syringe size & proper fixing. Must provide alarm for wrong loading of syringe such as disengaged plunger, unsecured barrel etc.
11	Manual/Automatic Pusher.
12	Anti bolus system to reduce pressure on sudden release of occlusion.
13	Should have comprehensive ALARM package including: Occlusion limit exceed alarm. Near end of infusion pre-alarm & alarm, Volume limit pre-alarm & alarm, KVO rate flow, Low battery pre-alarm and alarm, AC power failure and Drive disengaged alarm.
14	Rechargeable Battery having at least 4 hours backup for about 5ml/hr flow rate with 50ml syringes.
15	Docking Station with communication facility to connect it to the charting system for at least three pumps as per requirement so as to enable to power up to 3 or more pumps with one power cord and fixing the pump in the station when mounted on IV pole.
16	The unit shall be capable of stored and operating continuously in ambient temperature of 10 - 50deg C and relative humidity of 15-90%
17	Power input to be 220-240VAC, 50Hz.
G.	Volumetric Infusion Pump
1	Description of Function
1.1	Volumetric Infusion Pump is a medical device that delivers intravenous fluids and medicine to patients in hospitals, outpatient surgical centres, hospices, nursing homes, and in ambulances

Sl. No.	TECHNICAL SPECIFICATION:
2	Operational Requirements
2.1	Programmable volumetric infusion pump is required
2.2	It should be able to connect the machine with the charting system. Necessary codes/protocol needed for this to
3	Technical Specifications
3.1	Battery back-up operating time 4 hours.
3.2	LCD programming display
3.3	Data entry calculator style alpha numeric programming keyboard
3.4	Pole clamp Multi-function mounting clamp
3.5	Nurse call output alarm, time and date settings
3.6	Quick titration of rate or dose with volume-time programming
3.7	Flow rate range (primary) 0.1 to 99.9 ml/hr. (0.1 ml increments) and 1 to 800 ml/hr. (1ml increments.)
3.8	Volume to be infused 0.1 to 99.9 ml (o.1ml increments) and 1 to 9999 ml(1 ml increments).
3.9	Both flow rates and volume to be infused should be configured to limit the maximum allowable range
3.1	Accuracy $\pm 5\%$.
3.11	Pump Database: events of 24 hours with real time.
4	System Configuration Accessories, spares and consumables
4.1	Compatible with any standard (PVC) infusion sets available in local Indian market."
4.2	50 numbers of required infusion sets should be supplied with the single unit
5	Environmental factors
5.1	The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 15-90%
5.2	The unit shall be capable of operating continuously in ambient temperature of 10 - 40deg C and relative humidity of 15-90%
6	Power Supply
6.1	Power input to be 220-240VAC, 50Hz fitted with Indian plug
7	Standards, Safety and Training
7.1	Equipment should have US FDA or European CE certificate with four digit notified body number.
7.2	Manufacturer/Supplier should have ISO certification for quality standards.
8	Documentation
8.1	User/Technical/Maintenance manuals to be supplied in English.
8.2	Certificate of calibration and inspection from factory.
8.2	Certificate of calibration and inspection from factory.

Sl No	BOQ	Total	UOM
1	Charting System complete for Integration of Anesthesia equipment, Ventilators, Syringe Pump, Volumetric Infusion Pump, Cardiac Monitors specified in BOQ & Integration of some of the existing equipment mentioned in specifications. Including all softwares, licenses, hardware, cabling, servers, computer systems etc. as mentioned in technical specifications	1	Set
2	Anaesthesia Workstation including TCI with accessories as per specifications	24	Nos.
3	Cardiac Monitor for Recovery & OT Holding area with standard accessories as per specification	83	Nos.
3.a	BIS/Entropy Module	14	Nos.

Sl No	BOQ	Total	UOM
3.b	Reusable cable for BIS module	28	Nos.
3.c	BIS electrodes disposable (approx. qty required for 5 years for all monitors. Qty for calculation of L1 purpose. Will be ordered from vendor as and when required)	30000	Nos.
3.d	NMT Module	14	Nos.
3.e	Reusable accessories for NMT module (for each module)	28	Nos.
3.f	CNS of 19" LED + plus cabling (1no. CNS for 8 nos. monitors)	6	Nos.
4	Laser Printer	6	Nos.
5	High End ICU Ventilator with accessories as per specifications	39	Nos.
6	High End Cardiac Output Monitor with accessories as per specifications	11	Nos.
7	Syringe Pump with accessories as per specifications	76	Nos.
7.a	Docking Station	26	Nos.
8	Infusion Pump (Volumetric)	62	Nos.
9	Medical Grade Cart with Integrated PC as per spec	10	Nos.

Item no. 2 (Tender ID: 2023 HLL 142649 2)**Blood and Fluid Warmer**

Sl. No	Technical Specifications
1	Should be able to warm fluids, blood and blood products at a temperature range of 37-41 deg C.
2	Should be able to maintain or warm the fluid/blood when at a flow rate of 2 L/hr.
3	Should have digital temperature display of warming fluid.
4	Disposable tubing set for Fluid - 100 Nos Disposable tubing set for blood - 20 nos (Price to be quoted separately for both and the price will be freezed during warranty period) The price of said quantities will be considered for price comparison.
5	Should have over temperature alarm
6	Equipment should be European CE with four digit notified body number or US FDA or BIS approved for the quoted model and certificate to be submitted. OR should meet IEC 60601-1 & IEC 60601-1-2 standards and should should submit valid test report from any NABL accredited labs or from the labs in their country of origin (incase of foreign manufacturers) for the quoted model
7	Should have Clamp for mounting on the IV stand

Sl. no.	BOQ	Qty/Set	UOM
1	Blood & Fluid Warmer with standard accessories	1	No
2	Disposable tubing set for Fluid (Price to be quoted separately) - 100 Nos	100	Nos
3	Disposable tubing set for blood (Price to be quoted separately) - 20 nos	20	Nos

Item no. 3 (Tender ID: 2023 HLL 142649 3)**Fibre Optic Bronchoscope/ Video Endoscope**

Sl. No	Technical Specification
1	Monitor
	<ul style="list-style-type: none"> Screen 8 to 12 inch in size for display with touch screen to control features with HDMI output for connecting to a big screen which can display picture simultaneously on both screens.
	<ul style="list-style-type: none"> Monitor should have two ports to connect two video laryngoscope blades at one time and picture can be swapped using touch screen.
	<ul style="list-style-type: none"> Monitor should be chargeable, to be supplied with charger and should have facility to be used while charging.
	<ul style="list-style-type: none"> Monitor resolution should be minimum 1920 X 1200 pixels in 16:9 format.
	<ul style="list-style-type: none"> Integrated recording of Video & still images should be possible on data card or USB drive with JPEG and MPEG format which can be easily transferred to the computer/laptop. Documented videos & still images should be easily recalled on the monitor.
	<ul style="list-style-type: none"> Monitor Should have a facility to connect flexible scope directly without any special coupler or accessory.
	<ul style="list-style-type: none"> Monitor should have Picture-in-Picture & side-by-side mode to view images from 2 different blades or flexible video scopes.
	<ul style="list-style-type: none"> Monitor should be splash proof according to IP 54 and should be shock resistant.
	<ul style="list-style-type: none"> Monitor should have lithium-Ion rechargeable batteries and run for at least 100 mins. when fully charged.
	<ul style="list-style-type: none"> Soft bag from same manufacturer should be supplied to place the monitor and system can also be operated without taking monitor out from the bag.
	<ul style="list-style-type: none"> Adult and Pediatric angulated Magill forceps from same manufacturer to be provided for foreign body removal and for assisting nasal intubation while using blades
2	Flexible Intubation Video Endoscope - Adult
	<ul style="list-style-type: none"> It should be light weight, high resolution & portable flexible scope.
	<ul style="list-style-type: none"> Integrated camera chip and LED light illumination
	<ul style="list-style-type: none"> ET TUBE HOLDER should be a part of standard accessory of flexible scope and should be from same manufacturer.
	<ul style="list-style-type: none"> There should be 5cm interval markings on the scope.
	<ul style="list-style-type: none"> Set should include- Suction Adaptors (Disposable), Cleaning brush & Leakage tester as standard accessories along with carrying case
	<ul style="list-style-type: none"> Scope should be suitable for following applications-
	<ul style="list-style-type: none"> Endotracheal Intubation

Sl. No	Technical Specification
	<ul style="list-style-type: none"> ● Bronchoscopy
	<ul style="list-style-type: none"> ● Foreign body removal
	<ul style="list-style-type: none"> ● Bronchial Lavage
	<ul style="list-style-type: none"> ● Inspection of the Airways
	<ul style="list-style-type: none"> ● Dilatation Tracheotomy
	<ul style="list-style-type: none"> ● Technical Details of Flexible Video Endoscope-
	- Tip deflection UP/DOWN: 140°-160°/140°-160°
	- Angle of view 90-100 degrees,
	- Working Length: minimum 65 cm or more
	- Total length: at least 90-100 cm,
	- Working Channel diameter: max. 2.1 mm or less,
	- Distal Tip Outer Diameter: 5.2mm-5.7mm
	<ul style="list-style-type: none"> ● Trolley to hang monitor & flexible scope with tray should be provided from same manufacturer with height 120 cm, rollable with five legs and antistatic castors, crossbar 25 cm x diameter 25 mm for positioning the monitor, with tray, dimensions (w x d x h): 30 x 20 x 10 cm.
3	Flexible Intubation Video Endoscope - Pediatric
	<ul style="list-style-type: none"> ● It should be light weight, high resolution & portable flexible scope.
	<ul style="list-style-type: none"> ● Integrated camera chip and LED light illumination
	<ul style="list-style-type: none"> ● ET TUBE HOLDER should be a part of standard accessory of flexible scope and should be from same manufacturer.
	<ul style="list-style-type: none"> ● There should be 5cm interval markings on the scope.
	<ul style="list-style-type: none"> ● Set should include- Suction Adaptors (Disposable), Cleaning brush & Leakage tester as standard accessories along with carrying case
	<ul style="list-style-type: none"> ● Scope should be suitable for following applications-
	<ul style="list-style-type: none"> ● Endotracheal Intubation
	<ul style="list-style-type: none"> ● Bronchoscopy
	<ul style="list-style-type: none"> ● Foreign body removal
	<ul style="list-style-type: none"> ● Bronchial Lavage
	<ul style="list-style-type: none"> ● Inspection of the Airways
	<ul style="list-style-type: none"> ● Dilatation Tracheotomy
	<ul style="list-style-type: none"> ● Technical Details of Flexible Video Endoscope-
	- Tip deflection UP/DOWN: 140°-160°/140°-160°
	- Angle of view 90-100 degrees,
	- Working Length: minimum 65 cm or more
	- Total length: at least 90-100 cm,
	- Working Channel diameter: max. 1.5 mm or less,
	- Distal Tip Outer Diameter: 4.1mm-4.5mm
	<ul style="list-style-type: none"> ● Trolley to hang monitor & flexible scope with tray should be provided from same manufacturer with height 120 cm, rollable with five legs and antistatic castors, crossbar 25 cm x diameter 25 mm for positioning the monitor, with tray, dimensions (w x d x h): 30 x 20 x 10 cm.

Sl. No	Technical Specification
4	Flexible Intubation Video Endoscope – Neo Natal
	<ul style="list-style-type: none"> ● It should be light weight, high resolution & portable flexible scope. ● Integrated camera chip and LED light illumination ● ET TUBE HOLDER should be a part of standard accessory of flexible scope and should be from same manufacturer. ● There should be 5 cm interval markings on the scope. ● Set should include- Suction Adaptors (Disposable), Cleaning brush & Leakage tester as standard accessories along with carrying case ● Scope should be suitable for following applications- <ul style="list-style-type: none"> o Endotracheal Intubation o Bronchoscopy o Inspection of the Airways o Dilatation Tracheotomy ● Technical Details of Flexible Video Endoscope- <ul style="list-style-type: none"> - Tip deflection UP/DOWN: 140°-160°/140°-160° - Angle of view 90-100 degrees, - Working Length: maximum 50 cm to 55 cm - Total length: at least 70 - 75 cm, - Distal Tip Outer Diameter: 2 mm-3 mm ● Trolley to hang monitor & flexible scope with tray should be provided from same manufacturer with height 120 cm, rollable with five legs and antistatic castors, crossbar 25 cm x diameter 25 mm for positioning the monitor, with tray, dimensions (w x d x h): 30 x 20 x 10 cm.
	The quoted model should be European CE or USFDA certified
6	Trolley
	Suitable Trolley (closed cabinet type) to mount monitor & to store scopes in hanging position, and all accessories

Sl No.	BOQ	Qty	UOM
1	Flexible Intubation Video Endoscope - Adult	9	No
2	Flexible Intubation Video Endoscope - Pediatric	5	No
3	Flexible Intubation Video Endoscope - Neonatal	2	No
4	Monitor Full HD	4	No
6	Trolley	4	No
7	Cleaning/maintenance kit including container for disinfectant solution	4	Set
8	Foreign body forceps basket type	2	No.
9	ET tube holder	16	No.
10	Leak tester	4	No.

Item no. 4 (Tender ID: 2023 HLL 142649 4)**Mid-End Ultrasound Machine**

Sl. No	Technical Specifications
1	The system should be state of the art with the facility of 2D, M-Mode, CDI, CW Doppler, Power Doppler, directional power angio, Contrast Imaging and Real time 3-D(4-D), Imaging for abdomen, peripheral vascular & superficial parts imaging.
2	System should have a minimum of 60,000 digital processing channels.
3	System should have dynamic range of 200 dB or more.
4	System should be offered with a 19 inch or more High Resolution Flat Panel Medical grade Display monitor with facility for position adjustments.
5	System should have at-least three universal active probe ports with electronic switching facility from key board without probe adapter.
6	Operating modes B-mode, M-Mode, B/M Mode, Doppler Mode, Color flow, Power Doppler, DCA/DPA, Contrast Imaging, B/Color flow, PW Doppler, Real time 3D (4-D imaging).
7	Probes should be of broad band type.
8	B mode & color-flow images should be simultaneously available side by side in real time. Digital zoom facility for region of interest in real time and frozen images.
9	Image storage facility on in built hard disc (1TB or more) and USB Port. System should have extensive image management capability including thumb nail review, Cine loop editing etc.
10	Cine loop as well as cine scroll facility in B mode with storage of 10,000 or more images should be available.
11	Should have Real Time Compound Imaging Technology with Multiple (Five or more) transmitted lines of sight in convex, linear and endocavitary probes.
12	Should be offered with Speckle Reduction Imaging, panoramic imaging should be available.
13	Advanced measurements & calculation package for abdominal, urology, vascular and intracavitary intervention applications should be available.
14	System should be capable of scanning up to depth of 30 cm or more.
15	System should be offered with a 2D frame rate of at least 500 frames/second.
16	System should have THI & should be able to work in combined mode of harmonic imaging and real time compound imaging to get excellent image quality. The system should offer Tissue Harmonic Imaging in Power Doppler imaging mode for improved sensitivity.
17	The system should have Contrast Harmonic Imaging and should have optimization settings to detect ultrasound Contrast Agents.
18	Automatic real time & frozen tracing of instantaneous peak velocity & instantaneous mean velocity (or frequency) should be available. Triplex Imaging should be standard on the system.
19	The system should be DICOM 3.0 (or higher version) ready (like send, receive, print, record on CD/DVD, acknowledge etc) for connectivity to any network, PC/computer etc. in DICOM format. Vendor will connect the machine to existing PACS and to local other laser cameras without additional cost.
20	The system should be upgradable to Elastography application.

Sl. No	Technical Specifications
	System should be offered with the following transducers:
1	2-6 MHz or better Broadband Convex Transducer for General Imaging, Abdomen, Renal, imaging with capabilities of CEUS.
2	5-12 MHz or better Linear Array Transducer for pediatric, vascular and small parts imaging with CEUS capability.
3	3-10 MHz or better microconvex transducer with small footprint
4	1-5 MHz or better Adult phased array transducer with frequency
	Essential Requirements:
	The equipment should have US FDA or European CE with four digit notified body number or BIS approved and certificate to be submitted. OR Should Meet IEC 60601-1, IEC 60601-1-2 and IEC 60601-2-37 standards and valid Test report to be submitted from NABL accredited lab for the quoted model or lab in the country of origin.
	Accessories:
1	On-line UPS with capacity for at least one hour backup to support all functions of the equipment i.e. Performing Ultrasound procedure, exposure on to films or copy on a CD.
2	A Dry chemistry camera of 500 DPI or more with two active trays.
3	Rodent protective probe covers for all transducers.
	Upgrading requirements
	A free, comprehensive software upgrade (compatible with the existing platform) guarantee for 10 years (after installation) of the ultrasound unit must be provided.
	Guarantee/Warranty
1	Five years comprehensive onsite warranty of entire system (Spares and labour), without exclusion, including all transducers, all other accessories and also UPS including batteries. This will be followed by 5 years CMC to be quoted separately, year wise.
2	95% uptime guarantee should be given. In case down time exceeds 5% penalty in the form of extended warrantee, double the number of days for the which the equipment goes out of service, will be applied.
	General Instructions for the Vendor
1	Supplier must ensure availability of expertise service and maintenance at site of installation. Uninterrupted availability of spare parts and repair for next ten years must be assured.
2	Please note that all technical features, facilities and accessories mentioned in the tender document are standard requirements and hence, these should be offered as the standard feature. None of these should be offered as optional items.
3	Please respond to each specification in the same format and order as mentioned in the tender document and specify/indicate the verification document form the product data sheet against each column.
4	When required, information other than those in the data sheets should be provided as separate document from the principals only and should refer to the specific sections being addressed. When standard vendor data sheet disagrees with the bid response (offer/compliance statement), clarification should accompany in the form of certificate from the principals only. In absence of this, the vendor data sheet will prevail for the purpose of evaluation and decision of the technical committee shall be final and binding on the supplier.
5	The vendor has to station one application specialist and service engineer at site for a period necessary to familiarize the medical and technical staff to the scanner protocols and enable them to achieve fast and efficient service.

Sl. no.	BOQ	Qty.	UOM
1	Ultrasound Machine	8	Nos
2	2-6 MHz or better Broadband Convex Transducer.	8	Nos
3	5-12 MHz or better Linear Array Transducer	8	Nos
4	3-10 MHz or better micro convex transducer with small footprint	8	Nos
5	1-5 MHz or better Adult Phased array transducer	8	Nos
6	Suitable online UPS	8	Nos
7	Dry chemistry camera of 500 DPI or more with two active trays.	8	Nos
8	Jelly warmer	8	Nos
9	Rodent protective probe covers for all transducers.	32	Nos
10	High Chairs	16	Nos
11	Patient couch with Mattress	8	Nos
12	Foot Step	8	Nos

Item no. 5 (Tender ID: 2023 HLL 142649 5)**Cryo-Radiofrequency Ablation Machine**

Sl. No	Technical Specification
1	Cryogenerator unit should be microprocessor based and should have touchscreen operation.
2	Cryogenerator unit should have on-screen menu display with user's instructions to use the Cryogenerator and control the cryoanalgesic lesion.
3	The Cryogenerator should be able to use both nitrous oxide and carbon dioxide gases.
4	The Cryogenerator should be able to work optimally under pressure range of 38-65 bars.
5	Should have electronic communication between main Cryogenerator unit and cryoprobes
6	It should be able to recognize optimal cryolesioning parameters and should be able to auto configure the cryoprobes characteristics.
7	Should have the facility for cryotherapy mode selection, cleaning and freezing of cryoprobe automatically using touch screen and foot switch.
8	Should have built in facility to control and regulate the gas flow rate and pressure automatically. Cryoprobe temperature, cylinder pressure, gas flow inside of cryoprobe and procedure time should be displayed during the cryo procedure.
9	Should have inbuilt facility of sensory and motor nerve locator with on-screen display of relevant parameters during the neurostimulation
10	Nerve stimulator should have capability to be used both sensory and motor nerves (50Hz-200 Hz and 1Hz-2 Hz) and should be able to display amplitude during stimulation.
11	Should be able to deliver neurostimulation with variable pulse widths (up to 2.0ms) and should be deliver current intensity during neurostimulation from 0.04mA-5.0 mA.
12	Should have built-in voice communication.
13	Should have built-in facility of automatic cryoprobe test, continuous and sequential freezing modes.
14	Both Options, (Single-use and Reusable) Cryoprobes should be available with the cryogenerator unit.
15	The cryoprobes can be used under ultrasound, CT or X-ray guidance.
16	Should have availability of various cryoprobe tips (like- Needle tip, Triangular tip, Round tip) with active probe tip from 21 up to 14 Gauge.
17	Five years comprehensive warranty with additional five years CMC
	Reusable Straight Cryoprobe: 5 each
	• 1: Needle Tip- 0.8 mm (21Ga), Length 90 mm
	• 2: Triangular Tip- 1.3 mm (18 Ga), Length 120 mm
	• 3: Round Tip- 1.3 mm (18 Ga), Length 120 mm
	• 4: Triangular tip- 2.0 mm (14 Ga), Length 150 mm
18	The equipment should be ISO/CE/European CE/USFDA/BIS marked

Item no. 6 (Tender ID: 2023 HLL 142649 6)**High End Ultrasound System**

Sl. No	Technical Specifications
1	The system should be state of the art with full digital technology and should be for Abdominal, Renal, Pelvic, Genitourinary, Breast, Obstetrics, Thyroid, and MSK Imaging Applications. The specific minimum requirements for this equipment are as follows.
2	The system should be capable of high-resolution 2D, 3D, M, PW, Color flow, Power & Directional Power Doppler, Pulse Wave Doppler, Panoramic imaging and CEUS modes.
3	It should have Contrast imaging and Real time Shear wave Elastography modes.
4	The system should have 60000 or more digital processing channels.
5	Transducers should be of broadband technology.
6	The system should have a dynamic range of 180 dB or more.
7	System should offer Imaging depth of 30 cms or more.
8	The system should have a frame rate on receives of over 5000 frames per second or more.
9	The system should have advanced color Doppler facility to position at least three spectrograms (online or offline) on a single image within the same cardiac cycle to simplify the workflow and reduce the examination time for Vascular application.
10	System should have microvascular imaging or perfusion imaging to obtain microvascular details in the region of interest.
11	System should have Panoramic Imaging with at least 60cm of scanning length. It should have skin line scaling markers, curved distance measurement tool and Zoom, Pan, Rotate & Trim facility to trim panoramic images from start or end of the panoramic capture.
12	Machine should be capable of real time Compound imaging technology on linear, curved and mechanical volume probes for improved visualization. The compound imaging should have at least 9 beam steered lines of sight.
13	The system should have Basic Imaging Optimization controls like Tissue Harmonic Imaging, High Definition / General / Frame Rate optimization Control, Penetration / General / Resolution optimization control, Trapezoidal Imaging and Sector Size Control.
14	System should have both manual and Auto Doppler Trace facility on live and frozen images to improve the vascular workflow quantification of Doppler parameters.
15	System must be offered with High Definition Speckle Reduction imaging
16	The system should have the 'Speed of Sound Correction' feature. Specify number of such sound correction speeds to adapt to tissue type. This feature should be available both in linear and convex transducers.
17	The machine should support Intima Media thickness (IMT) quantification with automatic or user assisted tracing of intima-media complex.
18	System should also offer Pulse Wave velocity measurement to measure the stiffness of the arterial walls or arteriosclerosis.
19	System should have High definition and PAN /Zoom facility.
20	System should be able to support at least four electronic transducers with universal ports with simple electronic selection method for interchanging transducers. Additional parking ports would be preferable.
21	System should have one touch optimization for 2D & Doppler Modes.

Sl. No	Technical Specifications
22	System should have Cine loop facility, both frame by frame and in cine mode, with a memory for at least 3 minutes in 2D, color and elastography modes. The system should also be able to review and at least 20 seconds of Doppler and M mode data.
23	The system should have facility of direct storage and retrieval of B/W and color images in both frozen and cine loops in the inbuilt hard disk drive of storage capacity of 1TB or more.
24	System should have state of the art technology to enhance the needle shaft and tip for biopsy procedures. It should also predict the needle path on B Mode without attaching any needle brackets for more precise free hand biopsies.
	The Real time shear wave elastography mode should be capable of performing:
i	Real time Shear Wave tissue elastography imaging with Convex, Linear, Microconvex, Hockey Stick, Endocavitary transducers.
ii	The Shear wave elastography should be Real-time, Fully automatic; requiring no manual / automatic compression with reproducible results in kPa or m/s for Liver, Breast, Gyn and obs, Renal and MSK applications, without any cool down time in between consecutive acquisitions.
iii	System should be able to generate a color coded Shear wave elastogram with a reference Adjustable Numerical elasticity scale for all the applications.
iv	System should be able to display simultaneously both color coded Shear wave elastogram and corresponding B-Mode image in real time for performing elastography guided biopsies/FNAC.
v	There should be User adjustable elasticity-box size with a Display Depth of 0 - 12cm.
vi	Shear wave Elastography Quantification tool (Ellipse and trace) should be able to provide Mean, Max & Min elasticity values of the tissues in both m/s and kPA (Kilo Pascal) on all transducers.
vii	System should have integrated report worksheet for Liver elasticity assessment with inbuilt reference cut off values according to different etiologies.
viii	System should have real time simultaneous imaging mode that combines three modes :B-Mode, SWE and microvascular Color flow imaging modes - to visualize anatomy, tissue stiffness and blood flow simultaneously to improve the workflow.
26	Fully optimized Contrast Imaging mode should be available on Convex, Linear and Endocavitary transducers with simultaneous acquisition of B-mode and Contrast images in real-time in full screen or Side-by-side display.
i	On-screen Contrast timer should be available allowing up 5minutes of streamed prospective cine capture
ii	Independent control of contrast color maps, TGC curves, and Dynamic Range
iii	Flash micro bubble destruction mode should be available
iv	User adjustable number of frames, Micro-vascular Imaging, and persistence imaging should be available to assess slow micro-vessel perfusion.
27	A high resolution, fully articulation non-interlaced flicker free antiglare, flat panel display of 21 inches or more. System should have facility to transfer data from the hard disk on to a removable media through USB Port.
28	The system should be DICOM 3.0 (or higher version) ready (like send, receive, print, record on CD/DVD, acknowledge etc.) for connectivity to any network, PC/computer etc. in DICOM format. Vendor will connect the machine to existing PACS and to local other laser cameras without additional cost.
29	DICOM structured reporting for Obstetrics should be available.
30	The system should have advanced Query Retrieve capabilities to Query full native data from the PACS, and display Retrieved images side- by-side with real-time ultrasound on system's monitor.

Sl. No	Technical Specifications
31	System should be upgradable to FUSION Imaging, Needle guidance and Volume Navigation with ability to fuse Shear wave Elastography and color imaging data with the dataset of second modality during FUSION Imaging.
32	The system should have CD-DVD and USB archival (DICOM and PC format) and WIFI capability.
33	Guarantee / Warranty: Comprehensive, on-site Warranty for 5 years covering main unit, transducers and all accessories supplied should be quoted.
	Essential Requirements:
	The equipment should have US FDA or European CE with four digit notified body number or BIS approved and certificate to be submitted. OR Should Meet IEC 60601-1, IEC 60601-1-2 and IEC 60601-2-37 standards and valid Test report to be submitted from NABL accredited lab for the quoted model or lab in the country of origin.
	Transducers: Following transducers should be offered with the system (All transducers must have Shear wave Elastography imaging mode available):
1	Curved array 1 - 6 MHz
2	Linear array 4 - 15 MHz
3	Microconvex Probe 3-12 MHz
4	Endocavitary Probe 3 – 12 MHz with FOV of 135 or above
5	Linear Hockey Stick Probe 6-20 MHz
6	Linear 3D volume probe 5-16 MHz

Sl. no.	BOQ and accessories	Qty	UOM
1	Ultrasound Machine	1	No
2	Curved array 1 - 6 MHz	1	No
3	Linear array 4 - 15 MHz	1	No
4	Microconvex Probe 3-12 MHz	1	No
5	Endocavitary probe 3 – 12 MHz with FOV of 135 or above	1	No
6	Linear Hockey Stick Probe 6-20 MHz	1	No
7	Linear 3D volume probe 5-16 MHz	1	No
8	Online UPS of suitable capacity for at least 60 mins backup	1	No
9	Color laser jet printer (wifi enabled)	1	No
10	High chairs	2	Nos
11	Patient couch with mattress	1	No
12	Foot step	1	No
13	Offline solution for Contrast Wash-in/wash out quantification.	1	No

B. GENERAL POINTS:**1. Warranty:**

- a) The bidders must quote for Comprehensive Warranty as per Conditions of Contract of the bidding document for complete equipment (Including all spares, labour and third party items) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- b) The warranty charges shall not be quoted separately.
- c) All software and hardware updates should be provided free of cost during Comprehensive Warranty period.
- d) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

2. After Sales Service:

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

3. Training:

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

4. Comprehensive Annual Maintenance Contract (CAMC) of subject equipment:

- a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include preventive maintenance including testing & calibration as per technical/service/operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period may be quoted for next five years on yearly basis for complete equipment including third party items as per Price Schedule.
- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPB basis.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5% of the cost of the equipment (as per Performa given in bidding document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakh.
- e) All **software/hardware** updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.

- f) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.
- g) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

5. Uptime & Downtime Penalty Clause:

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period Complaints should be attended properly, maximum within 8 hrs.

6. Turnkey Work:

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Bidders are required to quote separately for the equipment and Turnkey Work as per Price Schedule. The Turnkey Work costs may be quoted in Indian Rupee and the same will be added for Ranking Purpose.

The Turnkey Work should completely comply with AERB requirement, wherever required.

SECTION - VIII
QUALIFICATION CRITERIA

1. The bidders must be a manufacturer. In case the foreign manufacturer does not quote directly, they may authorise an Indian agent as per proforma of “Manufacturer Authorization Form” as given in the bidding document to quote and enter into a contractual obligation.
2. The Bidder should have supplied and installed at least 1 (one) unit in last Five years from the date of Bid Opening, similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma ‘A’.

The Bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly signed alongwith the bid.

4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.
5. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as specified in Annexure-C of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order. A self-declaration with respect to above order must be submitted.
6. Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 and its subsequent amendment thereof. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders/Resellers are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE firm has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

PROFORMA 'A'**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years, as applicable)

TE No. : _____

Date of Bid Opening : _____

Name and address of the Bidder : _____

Name and address of the Manufacturer : _____

Order placed by (full address)	Order no. and date ##	Description (Model no.) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years, as applicable, of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name _____

Business Address _____

Signature of Bidder _____

Place: _____

Seal of the Bidder _____

** The documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date

The bidders are requested to submit the purchase order copies for the specific model quoted along with the Techno-commercial Bid.

SECTION – IX

BID FORM

To
CEO
HLL Infra Tech Services Limited
B-14A, Sector-62
Noida – 201 307

Ref. Your TE No. _____ due for opening on _____

We, the undersigned have examined the above mentioned bidding document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bidding documents, in accordance with the delivery schedule specified in the List of Requirements.

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

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid 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 bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

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

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

Name_____

Business Address_____

Place: _____

Signature of Bidder_____

Date: _____

Seal of the Bidder_____

SECTION - X
PRICE SCHEDULE

Price to be filled in the relevant field strictly as per the Price Bid Format provided in the e-tender portal '<https://etenders.gov.in/eprocure/app>' under the Tender ID as per terms of the tender enquiry.

The instructions mentioned in the Price Bid Format are to be read and followed by the participating bidders while filling the Price Bid.

SECTION - XI**CHECK LIST**

The bidders should furnish specific answers to all the questions/issues mentioned in the Checklist detailed below:

Name of Bidder: _____

Name of Manufacturer: _____

Sl. No.	Activity	Yes/ No/ NA	Page No. of the Bids submitted	Remarks
1. a.	Have you enclosed Bid Security of required amount for the quoted schedules?			
b.	In case Bid Security is furnished in the form of Bank Guarantee, has it been furnished as per standard format of the bidding document?			
c.	In case Bank Guarantee is furnished, have you kept its validity 45 days beyond the validity of Techno Commercial Bid?			
2.a.	Are you exempted for furnishing bid security being MSE as defined in MSE procurement policy issued by department of MSME.			
b.	If yes, have you enclosed certificate of registration issued by department of MSME.			
c.	Does such certificate clearly mention the quoted item?			
3. a.	Have you enclosed duly filled bid form as per bidding document?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
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 as per the Proforma for performance statement given in the bidding document?			
b.	Have you submitted the documentary proof that goods have been functioning Satisfactorily?			
c.	Have you submitted latest purchase order copies?			

Sl. No.	Activity	Yes/ No/ NA	Page No. of the Bids submitted	Remarks
6.	Have you submitted Manufacturer's Authorization Certificate as per bidding document?			
7.a.	Have you quoted prices of goods, turnkey (if any), CAMC etc. in the Price Schedule as per bidding document?			
b.	If the ATE calls for buy back, have you quoted buy back prices along with applicable GST?			
8.	Have you kept validity of 270 days from the Techno Commercial Bid Opening date as per the bidding document?			
9. a.	In case of Indian Bidder, have you furnished GST No.?			
b.	In case of Foreign Bidder, have you furnished GST No. of your Indian Agent?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number, IFSC Code etc.?			
11.	Have you furnished documents establishing your eligibility & qualification criteria as per bidding documents?			
12.	Have you accepted all the terms and conditions of this bidding document?			
13.	Have you submitted the duly signed copy of Integrity pact (at Appendix-A) on non-judicial stamp paper?			

N.B.

- All pages of the Bid should be page numbered and indexed.
- The Bidder may go through the checklist and ensure that all the documents/ confirmations listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA.
- It is the responsibility of bidder to go through the bidding document to ensure furnishing all required documents in addition to above, if any.
- Wherever necessary and applicable, the bidders shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
- In case a bidders furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its bids will be liable to be ignored.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Date: _____

Seal of the Bidder _____

SECTION – XII

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
(Hereinafter called the "Bidders")
Has submitted its Bid dated _____ for the supply of _____
(Hereinafter called the "Bid")
Against the purchaser's ATE No. _____

Know all persons by these presents that we _____ having
our registered office at _____
(Hereinafter called the "Bank")
Are bound unto HLL Infra Tech Services Ltd., Noida (for and on behalf of AIIMS)
(Hereinafter called the "Purchaser")
In the sum of _____ for which payment will and truly to be
made to the said Purchaser, the Bank binds itself, its successors and assigns by these
presents. Sealed with the Common Seal of the said Bank this _____ day of _____
20____.

The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a. if the bidder fails or refuses to furnish the performance security for the due performance of the contract or
 - b. if the bidder fails or refuses to accept/execute the contract or
 - c. if it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged.

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

This guarantee will remain in force upto _____ (insert date of additional forty-five days after Bid validity) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)
.....
(Name and designation of the Officer)
.....
.....
(Seal, name & address of the Bank and address of the Branch)

SECTION XIII

MANUFACTURER'S AUTHORISATION FORM

The CEO
HLL Infra Tech Services Limited
B-14A Sector-62
Noida, Uttar Pradesh-201307

Dear Sir,

Ref: Your TE document No _____ dated _____

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

We also state that we are not participating directly in this bid for the following reason(s):
_____ (*please provide reason here*).

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

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs _____
[*Name & address of the manufacturers*]

Note:

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

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CAMC SECURITY

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”)

has undertaken, in pursuance of Purchase Order/ Contract no _____ dated _____ to supply _____ (*insert description of goods and services*) (Hereinafter 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 recognized 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 _____ (*insert 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 will remain in force upto _____ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security*) and any demand in respect thereof should reach the Bank not later than the above 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 – XV**CONTRACT FORM - A****CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS****ALL INDIA INSTITUTE OF MEDICAL SCIENCES***(Insert Name of concerned Centre/Hospital/Department/Section)***ANSARI NAGAR, NEW DELHI-110 029**

Contract No _____ dated _____

To _____

*(insert name of Supplier with address)***This is in continuation to this office's Notification of Award No _____ dated _____**

1. Name & address of the Supplier: _____
2. ATE No of Bidding Documents: _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Purchaser
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bidding Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Bidding 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) Bid Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its Bid;
 - (viii) Manufacturers' Authorisation Form (if applicable);
 - (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 Bidders" of the Bidding 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 of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

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

- (ii) Delivery schedule: _____
- (iii) Details of Performance Security required: _____
- (v) Destination and despatch instructions: _____
- (vi) Consignee: _____

6. Warranty clause:

7. Payment terms:

(Signature, name and designation of the Purchaser authorised official)
For and on behalf of Director, AIIMS

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 _____
(Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

CONTRACT FORM – B**CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (CAMC)**

Comprehensive Annual Maintenance Contract No. _____
Dated _____

Between

Director, AIIMS

And

(insert Name & Address of the Supplier)

Reference: Contract/ Purchase Order No _____ dated _____ for supply, installation & commissioning, Training and CAMC of goods & services.

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1	2	3	4					5	6
Items Sr. No./ RFx no.	Brief descriptio n of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs					GST Value in Rs (__ %)	Total CAMC Cost for 5 Years with GST (3) $X[(4a+4b+4c+4d+4e)$ + (5)]
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	d	e		

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

- b) The CAMC 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 CAMC)
- c) The cost of Comprehensive Annual Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC 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 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software and hardware updates should be provided without any extra cost during CAMC period.

- g) The Bank Guarantee valid till _____ [(fill the date) 3 months after expiry of entire CAMC 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 XIV of the Bidding Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be en-cashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

(Signature, name and designation of the Store Officer/ASO of the Purchaser)

(Signature, name and designation of the F&CAO of the Purchaser)
For and on behalf of Director, AIIMS

(Seal of the Purchaser)
Date: _____
Place: _____

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 _____
(Insert Name and address of the supplier)

(Seal of the Supplier)
Date: _____
Place: _____

Note:- The contract will be prepared on Non-judicial Stamp paper(currently of value of Rs. 100).

SECTION – XVI

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee’s authorized representative)

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

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

SECTION - XVII

CONSIGNEE ACCEPTANCE CERTIFICATE

(To be given by consignee's authorized representative)

This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

- 1) Contract/Purchase Order No. & date:_____
- 2) Supplier's Name:_____
- 3) Consignee's Name & Address: _____
- 4) Name of the item Supplied :_____
- 5) Quantity Supplied :_____
- 6) Date of Receipt by the Consignee :_____
- 7) Date of Installation/Commissioning and Acceptance of Equipment: _____
- 8) The supplier has fulfilled its contractual obligations satisfactorily

OR

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

- i)
- ii)
- iii)
- iv)
- 9) The amount of recovery on account of failure of the supplier to meet his contractual obligations is_____ (here indicate the amount).
- 10) Signature of Authorized Representative of Consignee with date:_____
- 11) Name and designation of Authorized Representative of Consignee:_____
- 12) Seal of the Consignee:_____

APPENDIX-A

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HITES

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

Clause 2. Commitments of BIDDERS/ CONTRACTORS

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

- favour or disfavor to any person in relation to the contract or any other contract with HITES.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The Bidder(s) will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The Bidder(s) will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDER(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture or its authorised agent/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.

- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

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

- 3.1** The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

- 4.1 The Bidder(s)/Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.

- xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HITES has appointed Shri RadhakrishnaKini A, IPS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri RadhakrishnaKini A, IPS (Retd.)
Independent External Monitor (IEM)

Office: HLL Infra Tech Services Ltd
B-14-A, sector 62, Noida 201307, U.P
Tel: 0120 4071500
Email: iem1@hllhites.com

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

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

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL Infra Tech Services Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

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