

GLOBAL TENDER ENQUIRY DOCUMENT

**FOR PURCHASE OF
SCIENTIFIC EQUIPMENT**

**FOR
MODERN FOOD & DRUG TESTING LABORATORY (MFDTL), KATHUA**

**ON BEHALF OF
DRUG & FOOD CONTROL ORGANIZATION
GOVERNMENT OF JAMMU & KASHMIR**

HITES/MFDTL/KATHUA-01/2022-23

Through



HLL Infra Tech Services Limited

**(A GOVERNMENT OF INDIA ENTERPRISE)
Procurement & Consultancy Services Division
B-14 A, Sector-62, Noida-201 307**

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SECTION I

NOTICE INVITING e-TENDERS (NIeT)

Tender Enquiry No.: HITES/MFDTL/KATHUA-01/2022-23

Dated:30-03-2023

Procurement & Consultancy Services Division of HLL Infra Tech Services Ltd, for and on behalf of DRUG & FOOD CONTROL ORGANIZATION , KATHUA invites e-tenders, from eligible and qualified tenderers for supply and installation of the following equipment at MODERN FOOD & DRUG TESTING LABORATORY(MFDTL) at KATHUA, JAMMU & KASHMIR:

Item No.	Tender ID	Description	Qty. (Nos.)	Total estimated cost (In Rs.)	Tender Processing Fee(In Rs)	EMD (In Rs)
1	2023_HLL_150650_1	Fourier Transform Infra Red Spectrophotometer (FT-IR)	2	₹ 30,00,000.00	₹ 1,180.00	₹ 60,000.00
2	2023_HLL_150650_2	HPLC Quaternary Gradient with PDA & RI Detector and Auto sampler & essential columns	1	₹ 30,00,000.00	₹ 1,180.00	₹ 60,000.00
3	2023_HLL_150650_3	HPLC Quaternary Gradient with PDA & Fluorescence Detector and Auto sampler & essential columns	1	₹ 30,00,000.00	₹ 1,180.00	₹ 60,000.00
4	2023_HLL_150650_4	HPLC Quaternary Gradient with PDA and ELSD Detector with Auto sampler and essential columns	1	₹ 35,00,000.00	₹ 1,180.00	₹ 70,000.00
5	2023_HLL_150650_5	HPLC Quaternary Gradient with UV detector, Auto sampler & essential columns	14	₹ 3,50,00,000.00	₹ 3,540.00	₹ 7,00,000.00
6	2023_HLL_150650_6	GLC with FID detector and head space	1	₹ 30,00,000.00	₹ 1,180.00	₹ 60,000.00
7	2022_HLL_XXXXXX_7	Potentiometric Titrator with necessary electrodes	2	₹ 20,00,000.00	₹ 590.00	₹ 40,000.00
8	2023_HLL_150650_8	KF titrator	1	₹ 10,00,000.00	₹ 590.00	₹ 20,000.00
9	2023_HLL_150650_9	Dissolution apparatus with Autosampler	2	₹ 30,00,000.00	₹ 1,180.00	₹ 60,000.00
10	2023_HLL_150650_10	Polarimeter Digital multi wavelength	1	₹ 15,00,000.00	₹ 590.00	₹ 30,000.00
11	2023_HLL_150650_11	Refractometer digital	1	₹ 5,00,000.00	₹ 590.00	₹ 10,000.00
12	2023_HLL_150650_12	Melting point apparatus digital	1	₹ 5,00,000.00	₹ 590.00	₹ 10,000.00
13	2023_HLL_150650_13	TOC analyser	1	₹ 15,00,000.00	₹ 590.00	₹ 30,000.00

Tender No.: HITES/MFDTL/KATHUA-01/2022-23

Sl. No.	Description	Schedule
a	Last date of receipt of Pre-Bid queries	06.04.2023 , 1700 Hrs (IST)

Sl. No.	Description	Schedule
b	Pre Tender Meeting Date & Time and Video Conferencing Link	10.04.2023, 1100 Hrs (IST) Google Meet joining info Pre-bid Meeting_MF&DTL Monday, April 10 · 11:00am Google Meet joining info Video call link: https://meet.google.com/nmd-wvrp-kvs Or dial: (US) +1 805-946-0313 PIN: 470 901 558# More phone numbers: https://tel.meet/nmd-wvrp-kvs?pin=3670516915690 Note: Kindly request all participants connecting through Goggle meet , please ensure your mic is set to OFF position at all times and turn ON when required. This will ensure unwanted Audio or background Noise can be avoided.
c	Closing date & time for submission of online bids	29.04.2023 at 1300 hrs. (IST)
d	Closing date & time for submission of tender fee and EMD in physical form	29.04.2023, 1300 Hrs. (IST) Bidders have to submit Original Bank Instruments viz. DD/BC/BG of tender fee and EMD within the above mentioned date and time
e	Time, date of e-tender opening of online bids	01.05.2023, 1430 Hrs.(IST)
f	Venue for :- Submission of tender processing fee, EMD in physical form, e-Tender opening, Price bid opening	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

Note: Tender processing Fee is inclusive of GST @18% (Our GSTIN: 09AADCH4882R1ZP)

SPECIFIC Instructions for e-Tender Participation:-

- 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.
- Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.
- Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/representations should be entertained after pre-bid meeting.
- Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission.
For trouble shooting, problem in document uploading or any other help for CPP Portal, go to link below:
<https://etenders.gov.in/eprocure/app?page=FrontEndContactUs&service=page>.
- Interested bidders are advised to download the complete Tender Enquiry document from the websites <https://etenders.gov.in/eprocure/app>, <http://hllhites.com/tenders> or <http://www.lifecarehll.com/tender> for complete details.
- Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPP website: <https://eprocure.gov.in/eprocure/app> only. **No DEVIATION is acceptable.**

7. Bidders are advised to follow the instructions provided in the "Instructions for Online Bid Submission" in Clause 11 of GIT of Tender Enquiry Document.
8. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque/ Online) 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. 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:

Account Name - HLL Infra Tech Services Limited
 Name of Bank – ICICI Bank
 Account No. – 158005003923
 Branch & IFS Code: ICICI Bank, Sector - 62, Noida
 IFSC Code- ICIC0001580
10. Disclosure of quoted price in techno-commercial bid or subsequent clarification before opening of price bid will RESULT IN REJECTION of TENDER.
11. Tender Processing Fee and Bid Security (EMD) in original should be deposited within the scheduled date & time 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**. Submission beyond stipulated date & time would result in REJECTION of TENDER.
12. **The tenderers shall submit tender processing fee and EMD in physical form at the scheduled time and venue.**
13. Tenderer may download the tender enquiry documents from the web site www.hllhites.com , or www.eprocure.gov.in/cppp.
14. The submission of tender online can only be done thru' <https://eprocure.gov.in/eprocure/app> .
15. All prospective tenderers may attend the Pre bid meeting. The venue, date and time indicated above.
16. The Bidder shall download the Tender Enquiry Document along with other Formats directly from the websites <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
17. 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.
18. 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. Interested bidders should constantly monitor the tender on CPP Portal for all updates including Auto Extension of Last date of online submission & opening. In Auto Extension feature of CPP, last date of online submission and opening is auto extended when a minimum number of bids are not received. This iteration is repeated three times.
20. After publication of Techno commercial evaluation status, any representation should reach only by Email (pcd@hllhites.com & bmenoida@hllhites.com) within 48 hours of publication of the result. Any Representation received after said duration will not be entertained.
21. Any representation made after opening of price bid will not be entertained.

IMPORTANT NOTE:-Tender Processing Fee and EMD (As applicable) should be deposited in the Tender Box located at **HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh**. Submission beyond stipulated date & time would result in **REJECTION of BID**.

If EMD is submitted in the form of BG, then the validity of the BG should be at least 165 days from the date of tender opening.

For and on behalf of DRUG & FOOD CONTROL ORGANIZATION

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

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
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A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) **“e- Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) **“Tenderer”** means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iv) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) **“Earnest Money Deposit” (EMD)** means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (viii) **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) **“Consignee”** means the Hospital /Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (xi) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) **“Day”** means calendar day.
- (xiv) **“Local supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- (xv) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

- (xvi) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) “TE Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers
- (v) “GCC” means General Conditions of Contract
- (vi) “SCC” means Special Conditions of Contract
- (vii) “DGS&D” means Directorate General of Supplies and Disposals
- (viii) “NSIC” means National Small Industries Corporation
- (ix) “PSU” means Public Sector Undertaking
- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry
- (xiii) “LC” means Letter of Credit
- (xiv) “DP” means Delivery Period
- (xv) “BG” means Bank Guarantee
- (xvi) “ED” means Excise Duty
- (xvii) “CD” means Custom Duty
- (xviii) “VAT” means Value Added Tax
- (xix) “CENVAT” means Central Value Added Tax
- (xx) “CST” means Central Sales Tax
- (xxi) “RR” means Railway Receipt
- (xxii) “BL” means Bill of Lading
- (xxiii) “FOB” means Free on Board
- (xxiv) “FCA” means Free Carrier
- (xxv) “FOR” means Free On Rail
- (xxvi) “CIF” means Cost, Insurance and Freight
- (xxvii) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxx) “MOH&FW” means Ministry of Health & Family Welfare, Government of India
- (xxxi) “Dte. GHS” means Directorate General and Health Services, MOH&FW.
- (xxxii) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance) and “AMC” means Annual maintenance Contract (labour and preventive maintenance)
- (xxxiii) “RT” means Re-Tender.
- (xxxiv) “MFDTL, KATHUA” means MODERN FOOD & DRUG TESTING LABORATORY, Kathua.
- (xxxv) “The Director” means The Director, NIB, Noida..
- (xxxvi) “CDEC” means Custom Duty Exemption Certificate.
- (xxxvii) “OEM” means Original Equipment Manufacturer.
- (xxxviii) “GST” means Goods and Service Tax

2. Introduction

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

3. Availability of Funds

- 3.1 Deleted

4. Language of Tender

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. E-TENDER ENQUIRY DOCUMENTS**8. Content of Tender Enquiry Documents**

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

Section II – General Instructions to Tenderers (GIT)
 Section III – Special Instructions to Tenderers (SIT)

Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications
Section VIII	– Quality Control Requirements
Section IX	– Qualification Criteria
Section X	– Tender Form
Section XI	– Price Schedules
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Section XVI	– Contract Forms A & B
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Section XIX	– Details of Shipping arrangement for Liner Cargoes in respect of C&F/CIF/ Turnkey F.O.R. Contracts for Import
Section XX	– Check List for the Tenderers
Section XXI	– Consignee List
Appendix A	– DIPP - Public Procurement (Preference to Make in India), Order 2017

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

9. Amendments to TE Documents

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE Documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified only in the website(s) <http://hllhites.com/tenders> or www.eprocure.gov.in/cppp. **All prospective Tenderer are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior to the last date of submission of the Tenders.**
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE Documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing in their letter head duly signed and scanned through email to pcd@hllhites.com and bmenoida@hllhites.com. The purchaser will respond to such request provided the same is received by the purchaser **two day prior to the pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF e-TENDERS

11. Documents Comprising the E-Tender

- 11.1 The tender shall be submitted online **ONLY EXCEPT TENDER PROCESSING FEE & EMD** (in physical form) as mentioned below:
- (i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, EMD,

Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be submitted. Bidders have to ensure that the documents uploaded in pdf format are legible.

- (ii) Price Bid has to be submitted as per BOQ format filled up with all the details including Make, Model etc. of the goods offered.

Note:

- (i) The Tender Processing Fee and EMD have to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry, as applicable.
- (ii) The bidders have to follow the steps listed in CPP Portal for uploading the Techno-Commercial Bid.

DO NOT'S

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

A) Technical Tender (Un priced Tender)

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

- i. Techno-Commercial Bid in excel format provided with the tender enquiry.
- ii. Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii. Tender Form as per Section X (without indicating any prices).
- iv. Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v. Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form in the prescribed format as per Section - XIV.
- vi. Power of Attorney on Rs 100/- non judicial stamp paper in favour of signatory of TE documents
- vii. *Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.*
- viii. Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix. Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x. Certificate of Incorporation/ a Declaration in case the firm is being a proprietary one/ Documents confirming to Partnership in the country of origin as the case may be.
- xi. Statement of deviations parameter wise from tendered technical specifications, if any
- xii. Statement of deviations para wise from tendered commercial conditions, if any
- xiii. Photocopy of audited financial statements (Balance sheet and Profit & Loss Accounts) for the last three years prior to the date of Tender opening duly attested by Chartered Accountant
- xiv. Self Attested copies of GST registration certificate and PAN Card.
- xv. Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xvi. Self-Attested copies of quality certificates i.e. US FDA /CE/ BIS Certificate issued by competent authority, if applicable.
- xvii. Documentary evidence stating the status of bidder.
- xviii. Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xix. A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xx. Copies of original product catalogues/ data sheet must be enclosed of all quoted items.

- xxi. A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.

B) Price Bid:

Price Schedule(s) as per BOQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Price bid format is provided under Section XI along with this Tender Enquiry Document. Bidders are advised to download this Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender shall be liable to be rejected.

Note:

- (i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.
 - (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
 - (iii) The bidders have to follow the steps listed in *CPP Portal* for uploading the Price Bid.
- 1.1 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 1.2 A tender which does not fulfil any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.
- 1.3 Tender sent by fax/telex/cable/electronically shall be ignored.

12. **Tender currencies**

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. **As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.**
- 12.3 Tenders, where prices are quoted in **ANY OTHER WAY** shall be treated as **NON -RESPONSIVE AND REJECTED.**
- 12.4 A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.

13 **Tender Prices**

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

- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

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

For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India.

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

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

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

- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like Custom Duty and/or GST 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 other taxes and any duties, which will be payable on the finished goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) the price of annual CMC/AMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

- a) the price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) the amount of freight and insurance and price of goods quoted CIP port of entry in India as indicated in the List of Requirements and Price Schedule;
- c) the price of goods quoted should be on DDP basis at consignee's site in India as indicated in the List of Requirements, Price Schedule and/or Consignee List;
- d) wherever applicable, the amount of custom duty with CDEC applicable on net CIP value on the goods to be imported; Consignee will issue Customs Duty Exemption Certificate (CDEC) wherever applicable.
- e) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from **port of entry** to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- f) In case of DDP, transportation charges from CIP Port of entry in India to consignee's site.
- g) the charges for Incidental Services, as in the List of Requirements and Price Schedule;

- h) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- i) the price of annual CMC/AMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

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

13.5.2 **Octroi Duty and Local Duties & Taxes:**

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

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

13.5.3 **Customs Duty:**

The tenderer shall quote the Customs duty wherever applicable, considering availability of CDEC. The applicable rates and amount of the Custom Duty and the corresponding Indian Customs Tariff number should be shown separately in the price schedule. In case of non-availability of CDEC, the supplier has to custom clear the goods paying the applicable Custom Duty which shall be reimbursed separately on production of such proof of payment along with the final bill.

13.5.4 **Goods and Services Tax (GST):**

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

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

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

- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.
- 13.10 HLL Infra Tech Services Limited is only a procurement consultant/agent and the supplies/equipments/goods against this contract are meant for supply National Institute of Biologicals (Ministry of Health & Family Welfare, Govt. of India), Noida. The ownership of the supplies/equipments/goods belongs to National Institute of Biologicals, Noida

14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - b) The details of the services to be rendered by the agent for the subject requirement.
 - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC/AMC period.
 - d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business.
 - e) Principal/ manufacturers original proforma invoice with the price bid.
 - f) The enlistment of the Indian Agent with DGS&D under the compulsory Registration Scheme of Ministry of Finance wherever applicable as per clause 17.2(d) hereafter.
- 14.2 Change of Authorised Indian Agent is not permissible as per the CVC guidelines.

15. Firm Price

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

16. Alternative Tenders

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

17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

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

d) Deleted

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

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(B) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).
 - a. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
 - b. Traders/resellers/distributors/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 earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
 - i. Account Payee Demand Draft
 - ii. Banker's cheque and
 - iii. Bank Guarantee
 - iv. Fixed Deposit Receipt
 - v. Insurance Surety Bond
- 19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "**HLL Infra Tech Services Limited**" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno-Commercial Tender opening date.

- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In case Bank Guarantee furnished from banks outside India (i.e. foreign banks), it should be authenticated & countersigned by any Nationalised Bank in India by way of Back to back counter guarantee.
- 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: HLL INFRA TECH SERVICES LTD.
 Name of Bank – ICICI Bank
 Account No. – 158005003923
 Branch & IFS Code: ICICI Bank, Sector - 62, Noida
 IFSC Code- ICIC0001580

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of opening of techno-commercial tenders prescribed in the TE document. **Any tender valid for a shorter period shall be treated as unresponsive and rejected.**
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Digital Signing of e-Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant PDF format. The relevant tender documents should be uploaded by an authorised person having Class 3 B digital signature certificate.
- 21.2

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- a) The tender shall be submitted **online only**.
- (i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format:
- Scanned copies of tender processing fee and EMD
 - Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - Tender Form as per section X.

- d) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc
- e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
- f) Copy of PAN.
- g) Certificate of Incorporation/Declaration being a proprietary firm.
- h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) in pdf format.
- i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.
- p) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.

(ii) **PRICE BID (ONLY ONLINE)**

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
- b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
- c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance / reputed central / state government hospitals should be uploaded in pdf form for price reasonability.
- d) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

23. Late Tender

- 23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. However, if the necessary Tender Processing Fee and EMD in original are not submitted within the scheduled time, the tender shall be declared as late tender and online tender shall not be opened and shall be ignored.

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

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

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

- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 25.3 This being a Two - Tender system, the Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning **Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation.** The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.5 **The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;**
- i. The bidder has submitted hard copy of financial bid (only online submission price bids are

- allowed).
- ii. Tender validity is shorter than the required period.
 - iii. Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
 - iv. Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
 - v. Tenderer has not agreed to give the required performance security.
 - vi. Goods offered are not meeting the tender enquiry specification.
 - vii. Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period.
 - viii. Poor/ unsatisfactory past performance.
 - ix. Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
 - x. Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - xi. Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements.
 - xii. Deleted
 - xiii. ***Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.***

28. Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.
- 28.2 The purchaser may seek clarifications of historical nature from the tenderers, which has no bearings on prices.

29 Discrepancies in Prices

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

30. Discrepancy between original and copies of Tender

- 30.1 Not applicable being e-Tender.

31. Qualification Criteria

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

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

Note: - Definition of Start-up (only for the purpose of Government schemes)

(Ref: [Ministry of Finance Office Memorandum No. F.20/2/2014-PPD\(Pt.\) dated 25th July 2016.](#))

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules.

34. Comparison of Tenders

- 34.1.1 Unless mentioned otherwise in Section-III (Special Instructions to Tenderers) and Section-VI (List of Requirements), the comparison of the responsive tenders shall be carried out based on the terms of delivery as asked for in bid document. **The quoted turnkey prices and CMC/AMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period shall be considered for bid comparison and the NPV will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum."**

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other similar taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs)

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

- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

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

- 35.4 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 29.05.2019. The purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at **Appendix-A** which will form a part of this TED for evaluation and ranking of bids.

36. Tenderer's capability to perform the contract

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

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

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

42. Issue of Contract

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.
- 42.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

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

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

44. Return of EMD

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

- 46.1 It is required by all concerned to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III**SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)**

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	07
B	8 to 10	TE documents	No Change	10
C	11 to 21	Preparation of Tenders	No Change	11
D	22 to 24	Submission of Tenders	No Change	18
E	25	Tender Opening	No Change	19
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	20
G	38 to 45/46	Award of Contract	No Change	23

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

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

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

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to three percent (3%) of the total value of the contract, **valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations** initially valid for a period of minimum 42 months (as applicable) from the date of Notification of Award.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee.
 - b) In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

- c) Performance security: Please ensure SFMS enabled ePBG preparation.

The following bank details shall be used for SFMS enabled PBG preparation:

Name of Bank – ICICI Bank

Account No. – 158005003923

Branch & IFS Code: ICICI Bank, Sector - 62, Noida

IFSC Code- ICIC0001580

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

6. Technical Specifications and Standards

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

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, **(the entire journey during transit to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no damage, deterioration etc.** As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and in SCC. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:
Unless otherwise mentioned in the Technical Specification and in SCC, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- contract number and date
 - brief description of goods including quantity
 - packing list reference number
 - country of origin of goods
 - consignee's name and full address and
 - 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 & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 Pre Despatch Inspection of goods located within India will be carried out by HITES/its designated representative or reputed third party agencies like SGS/ Lloyds/ TUV/ BV/ UL at manufacturers/ supplier's premises, and despatch clearance shall be issued by the respective Inspection Authority.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery as specified in the list of requirement. 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 and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods on DDP basis at consignee's site. The shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the

forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

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

The procedure followed as above should be intimated to the purchaser.

Goods will be custom cleared by the supplier/ Indian agent and transported to the consignee's site as per the contract terms.

Supplies being on DDP basis, the same shall be arranged by the supplier/its Indian agent as per the terms of the contract. For this purpose the equipment/stores/goods should be sent showing supplier's authorised agent as interim port consignee in India, who will arrange clearance and further to the ultimate consignee's site by road.

The Indian agent shall take proactive measures before arrival of equipment/stores/goods at port of and obtain necessary CDEC, entry permit, road permit, Octroi exemption, etc. from the concerned authority to avoid any hold up and/ or delay in supplies.

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

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

11. Insurance:

- 11.1 Insurance: Unless otherwise instructed, 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 goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. 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) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done

by the supplier, but the insurance extension charges at actual will be reimbursed.

(iii) Insurance would be borne by the Supplier. (iv) Transit Insurance Certificate i.e. from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favor of Supplier/ HLL Infra Tech Services Ltd.

(v) Storage Insurance Certificate for 110% of Invoice value in favor of HLL Infra Tech Services Ltd.

12. Spare parts

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

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

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

13. Incidental services

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

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

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

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee

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

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

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

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

B) For goods imported from abroad

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

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

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This comprehensive warranty shall remain valid for **3(Three) years (As per list of requirement)** after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.
- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
 - c. Replacement and repair will be under taken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period mentioned under clause 15.2 from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced with a new one and fresh warranty as per Clause 15.2 above shall be applicable. The decision of the purchaser in this respect shall be final and binding on the supplier.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC/AMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for **3 years** from the date of installation and handing over.
- 16. Assignment**
- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
- 17. Sub Contracts**
- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").
- 18. Modification of contract**
- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - Mode of packing,
 - Incidental services to be provided by the supplier
 - Mode of despatch,
 - Place of delivery, and
 - Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for Domestic Goods or Foreign origin located within India.

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

a) On delivery:

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

- (i) Four copies of supplier's invoice indicating Bill to Consignee through M/s HLL Infra Tech Services Limited and Ship to Place of supply, showing contract number, goods description, quantity, unit price and total amount. Invoices should be raised by the supplier in the name of consignee with their GSTN only.
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any;
- (v) Manufacturer's/Supplier's warranty certificate
- (vi) Insurance Certificate as per GCC Clause 11;
- (vii) Certificate of origin (only in case of goods of foreign origin located in India).
- (viii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.

b) On Acceptance:

Balance 20 % payment would be made against "Final Acceptance Certificate" as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

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

a) On delivery:

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill , marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch.
- (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

b) On Acceptance:

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

c) Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable, customs clearance and handling charges, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) will be paid in Indian Rupees to the Indian agent at actual not exceeding the quoted rates on proof of acceptance of the equipment/goods as per contract.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

C) Payment for Annual Comprehensive Maintenance Contract (CMC)/ Annual Maintenance Contract (AMC) Charges:

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

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

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

- 21.4 Irrevocable & non-transferable LC shall be opened by 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.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like GST, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:
—I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. **The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.**
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

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

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

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

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

22.6 **Passing of Property:**

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

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

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

23. **Liquidated damages**

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

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

24. **Termination for default**

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

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

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

25. Termination for insolvency

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

26. Force Majeure

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

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

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

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

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

27. Termination for convenience

27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate 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 that are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

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

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

28. Governing language

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

29. Notices

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

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator. 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/-)
- 30.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA
- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi/NCR, India.
- 30.5 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

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

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising out of the contract is

determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. General/ Miscellaneous Clauses

- 33.1 Each member/constituent of the Supplier/its Indian Agent/CMC/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.2 The Supplier/its Indian Agent/CMC/AMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while Providing its services under CMC/AMC or the Contract.
- 33.3 The Supplier/its Agent/CMC/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.4 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

- (i) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, as specified in Annex I of order F.No.6/18/2019-PPD dated 23-July-2020 (see link below) and bidder must comply with all provisions mentioned in the order. Said order is available for download from the link below and also on from website of Department of Expenditure (DoE), Public Procurement Division, Ministry of Finance.

<https://www.doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

- (ii) It shall be mandatory for sellers providing Goods & Services to Central Government organizations to be registered on GeM and to obtain a unique seller ID at the time of placement of order / acceptance of order. This GeM Seller ID shall be invariably incorporated in supply order/ contract/ agreement/ purchase order while awarding. GeM Seller ID is not mandatory at the time of tendering and it is only required for the successful bidder at the time of Award of contract / placement of order.

Bidder must submit an undertaking in this regard along with techno commercial bids else there bid will be treated as non-responsive.

SECTION - VI

LIST OF REQUIREMENTS

Part I:

Item No.	Description	Department	Qty. (Nos.)	Warranty	CMC
1	FT-IR Spectrophotometer with accessories	Chemical lab	2	3 Years	3 Years
2	HPLC Quaternary Gradient with PDA & RI Detector and Auto sampler & essential columns	Chemical lab	1	3 Years	3 Years
3	HPLC Quaternary Gradient with PDA & Fluorescence Detector and Auto sampler & essential columns	Chemical lab	1	3 Years	3 Years
4	HPLC Quaternary Gradient with PDA and ELSD Detector with Auto sampler and essential columns	Chemical lab	1	3 Years	3 Years
5	HPLC Quaternary Gradient with UV detector, Auto sampler & essential columns	Chemical lab	14	3 Years	3 Years
6	GLC with FID detector and head space	Chemical lab	1	3 Years	3 Years
7	Potentiometric Titrator with necessary electrodes	Chemical lab	2	3 Years	3 Years
8	KF titrator	Chemical lab	1	3 Years	3 Years
9	Dissolution apparatus with Autosampler	Chemical lab	2	3 Years	3 Years
10	Polarimeter Digital multi wavelength	Chemical lab	1	3 Years	3 Years
11	Refractometer digital	Chemical lab	1	3 Years	3 Years
12	Melting point apparatus digital	Chemical lab	1	3 Years	3 Years
13	TOC analyser	Chemical lab	1	3 Years	3 Years

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

Within **45 days** from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

b) For Imported goods directly from abroad:

Within **45 days** from date of opening of L/C to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Installation & commissioning shall be completed within 15 days of handing over the site of installation complete in all respect by the consignee. The date of handing over of the site has to be intimated by the supplier to the purchaser. The delay on the part of the supplier to install and commission the equipment will attract the provisions as contained in the liquidated damage clause.

Part IV:

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

Part V:

Annual Comprehensive Maintenance Contract (CMC)/ Annual Maintenance Contract (AMC) as detailed in Technical specification and **General Points** of the Technical Specification.

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

Delivery required at Consignee Site.

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

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on DDP at consignee's site basis giving break up of the price as per the Proforma prescribed in the Price Schedule.

Custom clearance, handling, unloading & loading and transportation to the consignee's site shall be the responsibility of the supplier/ Indian agent.

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

Destination/Consignee details are given in Section XXI

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

At consignee site by the respective In-charge of the Institute or his authorised representative.

b) For Imported goods directly from abroad:

Pre-despatch inspection at manufacturer's premises as per GCC clause **8.8** and inspection after arrival in India at consignee site by the respective In-charge of the Institute or his authorised representative

Section – VII

Technical Specifications

- Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it's tender is liable to be ignored.
- Note 2:** General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centers across the country on every preventive maintenance call.
- Note 3:** OPTIONAL ITEMS: Bidders are requested to quote for all the available options as asked in the bidding document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose.
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Item No. 1

SN	TECHNICAL SPECIFICATIONS OF FTIR SPECTROPHOTOMETER
1	Fully Computer Controlled BENCH-TOP FTIR system with universal sample compartment.
2	The system should comply with latest edition of IP/BP/USP.
3	The system should have latest digital signal processor.
4	The instrument should indicate whether the source and laser are operational.
5	Wave number range: 7800 to 350 cm ⁻¹
6	Source: Long Life IR Source
7	Detector: DTGS/DLATGS detector with temperature control mechanism.
8	Resolution: 1 cm ⁻¹ or better
9	S/N Ratio: 30000:1 or better peak to peak, 1 min. scan at spectral resolution 4 cm ⁻¹ .
10	Wave number precision: 0.005 cm ⁻¹ at 2000 cm ⁻¹ or better
11	Beam splitter: KBr coated with Germanium (Ge)
12	The software should have real time data collection and should have the facility to continuously monitor the performance of source, detector, power supply and laser.
13	Libraries: BUILT IN LIBRARY WITH Minimum 2000 REFERENCE SPECTRA.
14	Major Accessory
	1 No. Diamond ATR for Liquids, Powder, Film samples
	1 No. Fixed Volume Liquid Cell and fixed thickness (0.1 mm).
	1 No. Sodium Chloride pellets with Holder for liquid paraffin mulls.
	1 No. Hydraulic Press with 13mm KBr die and Pellet Holder should be supplied.
	1 No. Polystyrene film having NIST Traceable certificates.
	1 No. Agate Mortar Pestle
	1 No. Suitable Portable De Humidifier to maintain 30- 60% RH
	Temperature and RH Digital Indicator having traceable certificate.
15	SOFTWARE AND HARDWARE
	The software should also have: Spectral Search; Quantitative Analysis software Automatic atmospheric suppression; SOP builder; Spectral interpretation for unknowns; Quality checks programs and CFR-21 Part-11 Compliant.
	Branded Computer System with i5 or better processor, 8 GB RAM and 1TB HDD, 21" Monitor with licensed windows compatible with equipment Software. Printer - B/W - laser - Legal, A4, Suitable online UPS with 60 minutes back up alongwith surge protector/isolation transformer
16	DOCUMENTS AND TRAININGS:
	On site IQ, OQ, PQ of instrument along with document.
	Training - Satisfactory Technical and application training to the personnel at the site immediately after its installation.
17	Warranty – Three Years
18	Vendor should clearly mention make and model, also enclose Catalogue/Data sheet of the Model quoted in support of the above mentioned Specifications otherwise their bids will be rejected. No letter head justifications will be accepted.
19	The quoted model should be LIMS compatible

Item No. 2

SN	<u>HPLC(Gradient) with RI Detector, Autosampler and Essential Columns</u>
1	PUMP
	Quaternary Gradient with online degasser. Should have pressure operating range minimum 9500 psi or better
	Flow: 0.2 - 5 ml/min
	Flow precision: 0.1% RSD or below.
	Flow Rate accuracy: $\pm 1\%$
	Eluent Degassing: Online membrane degasser for all channels.
	Gradient mixer: Quaternary mixing and gradient capability using high speed proportionate valve.
	DIAGNOSTIC FEATURE: Error detection and display. Leak detection and safe leak handling.
2	DETECTOR
	RI (Refractive Index) Detector
	Refractive Index Range: 1.00 to 1.75 RIU
	Noise level: $\pm 1.5 \times 10^{-9}$ RIU
	Drift: 2×10^{-7} RIU/hr
	Cell volume: Approximately 10ul.
	Temperature control: Temp controlled flow cell unit
	Temperature operating range(Environmental Condition): 5 °C below ambient temp to 40 °C or better
3	THERMOSTATED COLUMN COMPARTMENT
	Workable temperature range: Ambient + 5 to 85 degrees C or more.
	For Column Length: 300mm.
4	AUTOSAMPLER WITH COOLING FACILITY
	Injection volume range: 0.1 - 50 ul or better
	Sample capacity: 90 X 2 ml vials or more
	Carryover: <0.1 % from previous injection.
	Temperature operating range(Environmental Condition): 10 °C below ambient temp to 40 °C or better.
	Sample Compartment Temperature: 10 °C below ambient temp to 40 °C or better.
5	HPLC COLUMNS
	C18 = 150 X 4.6 X 5um = 2
	C8 = 150 X 4.6 X 5um = 2
	Amide = 250 X 4.6 X 5um = 1
	Cyano = 150 X 4.6 X 5um = 1
	Amino = 250 X 4.6 X 5um = 1
	Phenyl = 250 X 4.6 X 5um = 1
	Silica = 250 X 4.6 X 5um = 1
6	SOFTWARE WITH PC and Printer
	Suitable software must be quoted with licensed Oracle database should be inbuilt or quoted separately. Software should be 21 CFR PART 11 Compliance. Laser printer and computer as per general specifications.
	To save lab space Single PC for Two HPLCs. Both HPLCs should run simultaneously.
7	DOCUMENTS AND TRAININGS
	IQ OQ and PQ Documents
	All HPLC Hardware consumable parts should be covered except columns and vials during warranty and CMC period.
	Onsite training at the time of installation.
8	OTHER CONDITIONS
	The system quoted should be of latest model and the spares and services should be available for next 10 years.

	All the consumables parts should be covered except cuvettes during warranty and CMC period.
9	Suitable UPS with 1 hour backup and surge protector should be supplied with the system.
10	Warranty: 3 years.
11	The quoted model should be LIMS compatible

Item No. 3

SN	<u>HPLC(Gradient) with Fluorescence Detector, Autosampler and Essential Columns</u>
1	PUMP
	Quaternary Gradient with online degasser. Should have pressure operating range minimum 9500 psi or better
	Flow: 0.2 - 5 ml/min
	Flow precision: 0.1% RSD or below.
	Flow Rate accuracy: $\pm 1\%$
	Eluent Degassing: Online membrane degasser for all channels.
	Gradient mixer: Quaternary mixing and gradient capability using high speed proportionate valve.
	DIAGNOSTIC FEATURE: Error detection and display. Leak detection and safe leak handling.
2	DETECTOR
	Fluorescence Detector
	Light Source: Xe lamp with standard wattage.
	Wavelength accuracy: $\pm 3\text{nm}$.
	Wavelength Reproducibility/Repeatability: $\pm 0.25\text{ nm}$ or better.
	Excitation wavelength: 200nm to 700 nm or better.
	Emission wavelength: 280 nm to 900 nm or better.
	Wavelength scanning: Scanning of Excitation and Emission wavelengths.
	Flow cell volume: approximately 15 ul or lower.
	Pressure: 1 Mpa.
	Sensitivity: 500:1 (Tangent method) 700:1 (Base line method) or S/N Raman peak of Water ≥ 1000 or better.
3	THERMOSTATED COLUMN COMPARTMENT WITH COOLING FACILITY
	Workable temperature range: 10 to 60 degrees C or more.
	For Column Length: 300nm.
	Cooling system Peltier based or equivalent technology.
4	AUTOSAMPLER WITH COOLING FACILITY
	Injection volume range: 0.1 - 50 ul or better
	Sample capacity: 90 X 2 ml vials or more
	Carryover: $<0.1\%$ from previous injection.
	Temperature operating range(Environmental Condition): 10 °C below ambient temp to 40 °C or better.
	Sample CompartmentTemperature: 10 °C below ambient temp to 40 °C or better.
5	HPLC COLUMNS
	Columns C-18 and C-8 Columns
	C18 = 150 X 4.6 X 5um = 2
	C8 = 150 X 4.6 X 5um = 2
	Cyano = 150 X 4.6 X 5um = 1
	Amino = 250 X 4.6 X 5um = 1
	Phenyl = 250 X 4.6 X 5um = 1
	Silica = 250 X 4.6 X 5um = 1

6	SOFTWARE WITH PC and Printer
	Suitable software must be quoted with licensed Oracle database should be inbuilt or quoted separately. Software should be 21 CFR PART 11 Compliance. Laser printer and computer as per general specifications.
	To save lab space Single PC for Two HPLCs. Both HPLCs should run simultaneously.
7	DOCUMENTS AND TRAININGS
	IQ OQ and PQ Documents
	All HPLC Hardware consumable parts should be covered except columns and vials during warranty and CMC period.
	Onsite training at the time of installation.
	Online Qualification with NIST certified chemicals.
8	OTHER CONDITIONS
	The system quoted should be of latest model and the spares and services should be available for next 10 years.
	All the consumables parts should be covered except cuvettes, Columns and Vials during warranty and CMC period.
9	Suitable UPS with 1 hour backup and surge protector should be supplied with the system.
10	Warranty: 3 years.
11	The quoted model should be LIMS compatible

Item No. 4

SN	<u>HPLC(Gradient) with PDA and ELSD, Autosampler and Essential Accessories</u>
1	PUMP
	Quaternary Gradient with online degasser. Should have pressure operating range minimum 9500 psi or better.
	Flow: 0.2 - 5 ml/min
	Flow precision: 0.1% RSD or below.
	Flow Rate accuracy: $\pm 1\%$
	Eluent Degassing: Online membrane degasser for all channels.
	Gradient mixer: Quaternary mixing and gradient capability using high speed proportionate valve.
	DIAGNOSTIC FEATURE: Error detection and display. Leak detection and safe leak handling.
2	DETECTOR
a	PDA/DAD Detector
	Wavelength Range: 190 - 700 nm or better.
	Diode element: minimum 512
	Wavelength accuracy: ± 1 nm.
	Wavelength Precision/ Repeatability: 0.1 nm or better.
	Noise: 1.0×10^{-5} U or better.
	Drift: 1×10^{-3} AU/h or better.
	Temperature operating range(Environmental Condition): 5 °C below ambient temp to 40 °C or better.
	Path length: 10 mm (standard analytical cell)
	Cell volume: Approximately 10 ul or lower.
	Light source: D2 and Tungsten lamp or D2 Lamp.
b	ELSD (Evaporative light scattering detector)
	Measurement Range: 0.1 to 2000 LSU
	Scattering Angle: 60 degrees.
	Working Temperature range for Evaporator and Nebulizer in OFF 10 – 90 °C (1 °C increments) or better.
	Flow Rate: 0.3 mL to 3 mL or better.

	Light Source: Tungsten Halogen / LED with minimum 2000 hours warranty.
	Sampling rate: 80 points /s or Better
	Detector: Photomultiplier tube.
	It must be operated through system software and user friendly display to operate manually.
	Working pressure range (N2): At least 60 psi or better.
3	THERMOSTATED COLUMN COMPARTMENT WITH COOLING FACILITY
	Workable temperature range: 10 to 60 degrees C or more.
	For Column Length: 300nm
	Cooling system Peltier based or equivalent technology.
4	AUTOSAMPLER WITH COOLING FACILITY
	Injection volume range: 0.1 - 50 ul or better
	Sample capacity: 90 X 2 ml vials or more
	Carryover: <0.1 % from previous injection.
	Temperature operating range(Environmental Condition): 10 °C below ambient temp to 40 °C or better.
	Sample Compartment Temperature: 10 °C below ambient temp to 40 °C or better.
5	HPLC COLUMNS
	Columns C-18 and C-8 Columns
	C8 = 150 X 4.6 X 5µm = 2
	C18 = 150 X 4.6 X 5µm = 2
	Cyano = 150 X 4.6 X 5µm = 1
	Amino = 250 X 4.6 X 5µm = 1
	Phenyl = 250 X 4.6 X 5µm = 1
	Silica = 250 X 4.6 X 5µm = 1
6	SOFTWARE WITH PC and Printer
	Suitable software must be quoted with licensed Oracle database should be inbuilt or quoted separately. Software should be 21 CFR PART 11 Compliance. Laser printer and computer as per general specifications.
	Single point control without any multiple software package for fully control and data acquisition through same software.
	To save lab space Single PC for Two HPLCs. Both HPLCs should run simultaneously.
7	DOCUMENTS AND TRAININGS
	IQ OQ and PQ Documents
	All HPLC Hardware consumable parts should be covered except columns and vials during warranty and CMC period.
	Onsite training at the time of installation.
	System Qualification with NIST certified chemicals.
8	OTHER CONDITIONS
	The system quoted should be of latest model and the spares and services should be available for next 10 years.
	All the consumables parts should be covered except cuvettes, Columns and Vials during warranty and CMC period.
9	Suitable UPS with 1 hour backup and surge protector should be supplied with the system.
10	Nitrogen Cylinder to be provided for ELSD.
11	Warranty: 3 years.
11	The quoted model should be LIMS compatible

Item No. 5

SN	<u>HPLC(Gradient) with UV Detector, Autosampler and Essential Columns</u>
1	PUMP
	Quaternary Gradient with online degasser. Should have pressure operating range minimum 9500 psi or better
	Flow: 0.2 - 5 ml/min
	Flow precision: 0.1% RSD or below.
	Flow Rate accuracy: $\pm 1\%$
	Eluent Degassing: Online membrane degasser for all channels.
	Gradient mixer: Quaternary mixing and gradient capability using high speed proportionate valve.
	DIAGNOSTIC FEATURE: Error detection and display. Leak detection and safe leak handling.
2	DETECTOR
	UV- Vis Detector
	Wavelength Range- 190 - 700 nm
	Wavelength accuracy: ± 1 nm.
	Light source: D2 and Tungsten Lamp or D2 lamp to cover complete wavelength i.e. 190 - 700 nm.
	Flow cell path length: 10mm, volume: < 18 ul.
3	THERMOSTATED COLUMN COMPARTMENT WITH COOLING FACILITY
	Workable temperature range: 10 to 60 degrees C or more.
	For Column Length: 300nm
	Cooling system Peltier based or equivalent technology.
4	AUTOSAMPLER WITH COOLING FACILITY
	Injection volume range: 0.1 - 50 ul or better
	Sample capacity: 90 X 2 ml vials or more
	Carryover: <0.1 % from previous injection.
	Temperature operating range(Environmental Condition): 10 °C below ambient temp to 40 °C or better.
	Sample Compartment Temperature: 10 °C below ambient temp to 40 °C or better.
5	HPLC COLUMNS
	C18 = 250 X 4.6 X 5um = 1
	C8 = 250 X 4.6 X 5um = 1
6	SOFTWARE WITH PC and Printer
	Suitable software must be quoted with licensed Oracle database should be inbuilt or quoted separately.
	Software should be 21 CFR PART 11 Compliance. Laser printer and computer as per general specifications.
	To save lab space, Single PC for Two HPLCs. Both HPLCs should run simultaneously.
7	DOCUMENTS AND TRAININGS
	IQ,OQ and PQ Documents
	All HPLC Hardware consumable parts should be covered except columns and vials during warranty and CMC period.
	Onsite training at the time of installation.
	HPLC System Qualification with NIST certified chemicals.
8	OTHER CONDITIONS
	The system quoted should be of latest model and the spares and services should be available for next 10 years.
	All Hardware consumables parts should be covered except cuvettes, Columns and Vials during warranty and CMC period.
9	Suitable UPS with 1 hour backup and surge protector should be supplied with the system.
10	Warranty: 3 years.
11	The quoted model should be LIMS compatible

Item No. 6

SN	<u>Gas Chromatography with FID and Head Space and Autosampler</u>
	Application: Drug application as per IP/BP/USP.
	System Gas chromatograph with capability of operating concurrently with two injectors or better and two detectors. The system should be quoted with all accessories required to make it fully operational and any other item required for stated applications be quoted as optional
	Technical Specification:
	Fully Microprocessor controlled with FID, Head Space and Liquid Auto sampler
	Auto shut down of instrument in case of leaks in carrier gas. Auto adjustment of carrier gas flow to compensate for variations in ambient temperature and pressure. Voltage: 220V/ 50 Hz, Single phase. GC must support two inlets and 2 FID detector (one for packed and one for capillary columns and fittings)
	Pneumatics Control: 0-150 psi or better for all injectors, all Electronics Pneumatics Control must be programmable with 0.01 psi precision. System should have constant Pressure, constant flow and constant linear velocity mode.
A)	Oven:
1	Should have an operating range of ambient +3°C to 450°C or higher.
2	Typical heat-up: from 50°C to 450°C in 500 seconds. Typical cool down: 450°C to 50°C in 5 Minutes
3	Columns overheat protection.
4	Temperature programmer with at least 25 ramps and 26 plateaus or better.
5	Illuminated GC oven for easy replacement of column
6	System must have Large touch-screen based user interface for instrument operations.
7	Rapid cool down of the oven temperature.
8	Should have option for tool free column replacement
B)	Injector (2 no.)
	Two Nos. Injector with independent heating: One split/splitless injector and one Headspace/injector for Packed columns
1	Temperature range: 400°C or more.
2	The injector must be able to operate with all capillary, wide bore and Packed columns
3	The inlet chamber design has to avoid the contact of the sample with hot metal surface.
4	Split ratio: 7500:1 or better
C)	Detector- FID (02 nos.)
	Two No. Flame Ionization Detector (FID) (one for packed and one for capillary columns)
	Detector must be independently controlled and operational for maximum sensitivity
1	Maximum operating temperature: 450°C with standard ceramic/quartz flame jet.
2	Linear dynamic range: $\geq 10^7$
3	Detectivity: 1.5 pg C/sec
4	Auto flame out detection.
5	Acquisition rate 400 Hz or more.
D	HEAD SPACE & LIQUID AUTOSAMPLER:
1	HEAD SPACE (AUTOSAMPLER)
	Head space auto-sampler with a capacity ≥ 80 vials
	Incubation Oven Temperature Range 50 to 300 °C in 1 °C steps
	Sample path/Transfer Line Temperature 50 °C to 300 °C in 1 °C steps
	Must allow housing of 12 or more sample vials of 10 or 20 mL capacity in the oven.
	The auto-sampler must be able to transfer sample vapor to the injector with Transfer line or syringe.
	Autosampler and Head Space should be simultaneously mounted on GC. GC, Liquid Autosampler, Head Space

	should be controlled from single software.
2	LIQUID AUTOSAMPLER
	Must be able to house up to ≥ 100 sample vial with (2 mL capacity)
	Must allow installation and automation of syringe featuring volumes from 0.5 to 100 μ L.
	Must be able to achieve combined multiple solvent rinsing with up to 3 different solvents.
E	Other Requisites Necessary:
1	Gas Supplies
	1 No. Each Gas Cylinder with dual stage regulators for Hydrogen, Nitrogen, and Zero Air of High Purity
	Gas Purification and Control system for Hydrogen, Nitrogen & Zero Air
2	Consumables:
	<ul style="list-style-type: none"> Septa for injectors: 100 Nos. Vials, caps and septa for liquid autosampler - 500 Nos. Vials, crimp caps and septa Head Space vials 20 ml capacity - 500 Nos. Crimping and Decapping Tool for Head space vials (01 No. each) Split glass insert for injector with glass wool – 5 Nos. Splitless glass insert for injector with glass wool – 5 Nos. O-ring for injector – 10 Nos. Graphite Ferrule for 0.5 mm and 0.8 mm – 10 Nos. each Filter for split -1 No.
3	Glass column 1 m x 3.2 mm, Packed with porous polymer beads (150-180 micrometer)-(with adapter-2 nos.) Qty-1
	Glass column 1.8 m x 2 mm, Packed with Acid washed diatomaceous support (80- 100 mesh) coated with 15 %w/w poly ethylene glycol 400
	Glass column 2 m x 3 mm, Packed with 10 % diethylene glycol succinate on Acid washed & silanised flux-calcinated siliceous earth (chromosorbs WHP 80-100 mesh)- -(with adapter-02 nos.) Qty – 1
	A fused - silica capillary column 30m x 0.32 or 0.53 mm coated with cross linked 6 % polycyanopropyl phenyl siloxane and 94 % polydimethylsiloxane - Qty - 2
	Stainless steel column 4mx2mm packed with diatomaceous support (125-180 mesh) impregnated with 5% carbowax 20M (polyethylene glycol compound 20M)
F	SOFTWARE AND HARDWARE
	Complete system and software configuration must be 21 CFR Part 11 compliant. Software: Database version software with multitasking and capable of performing the following functions: Control the system, acquire, store, process and reproduce the data. It must be able to control all the devices from same software. All Flow Controller i.e. Carrier flow, Make-up flow, Hydrogen flow, Air flow etc. value should set through Software by PC. Should have real time display for chromatogram. Head Space Auto Sampler, Automation and event control from PC through same software.
	Tuning and calibration: The system should be equipped with calibration and automatic tuning.
	Communication Hardware: Branded Computer System with i5 or better processor, 8 GB RAM and 1TB HDD, 21 Monitor with licensed windows 10 compatible with equipment Software. Printer - B/W - laser
G	DOCUMENTS AND TRAININGS
	On site IQ, OQ of instrument along with document.
	Training Satisfactory technical and Application training to the personnel at site immediately after its installation
	UPS: 5 KVA online UPS with 60 minutes back up
	Warranty: Three years
	Vendor should clearly mention make and model, also enclose Catalogue/Data sheet of the Model quoted in support of the above mentioned Specifications otherwise their bids will be rejected. No letter head justifications will be accepted.
19	The quoted model should be LIMS compatible

Item No. 7

Sl.No	Auto Potentiometric Titrator
1	Potentiometric sensor Measurement range : ± 1200 mV
2	Potentiometric sensor Resolution : 0.1 mV
3	Polarized Sensor Measurement range : 0 to ± 1200 mV / 0 to $\pm 80\mu\text{A}$
4	Polarized Sensor Resolution : 0.1 mV / 0.1 μA
5	Burette resolution (for 20mL burette) : 20 ml burette or better $\pm 0.02\text{mL}$; reproducibility $\pm 0.05\text{ml}$
6	Measuring accuracy (pH) : ± 0.02
7	Measuring range (pH) : (0 to 14)
8	Resolution (pH) : 0.01
9	Measuring Range (Temperature) : 0 to 100 deg C
10	Plug & play intelligent Burettes: Automatic update of setup data upon connection, Automatic selection of burette drive.
6	Plug & play technology for other peripheral devices means if you connect during titration, system should recognize automatically without reset.
7	Magnetic stirrer OR propeller stirrer and Speed control by Titrator.
8	Method Development: Intelligent method editor, with clear scientific meaningful parameters.
9	Calculation: Very easy and clearly understandable, scientific calculation formulas and parameters, Same calculations for all the user and different methods (no need to remember)
10	Weight transfer from balance: Fast takeover of sample weights via balance be possible using the software.
11	Burette Validation certificate traceable to NSIT should be provided.
12	System should have full control with inbuilt or external PC Software
13	Software should have capability for continuous online audit trials monitoring without deactivation facility and should have facility for user lifetime password history and 21 CFR Part 11 Compliance.
14	Should have provision of addition 3 more external burette drives and 1 internal to dispense and titrate and provide the electrode for acid base, non-aqueous and Complexometry titration.
15	SOFTWARE WITH P.C. AND PRINTER
	Suitable software compatible to 21 CFR Part 11 Compliance with valid license key provided through manufacturer. License key should supply along from original manufacturer along with instrument and laser printer.
	Computer with i7 processor, 4 GB RAM, 1 TB Hard disk and laser printer.
	Suitable online UPS with surge Protector with 01 hr backup should support both the instrument and computer
16	DOCUMENTS AND TRAINING:
	IQ - OQ and PQ documents
	On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.
	On Site Training at the time of installation.
17	OTHER CONDITIONS:
	The system quoted should be of latest model and the spares and services should be available for next 10 years.
	All the consumables parts should be covered except electrodes and Chemicals during warranty and CMC period.
	The UPS battery should be covered during both warrant and CMC periods.
	The quoted model should be LIMS compatible
	The quoted model must be available on manufacturer's website

Item No. 8

Sl.No	Karl Fisher Titrator
1	Burette Drive resolution: 10,000 Steps
2	Burette Resolver resolution : 1µl or better
3	Burette Filling time and discharge time: 20 s at 100% filling rate
4	Burette resolution : 1/10000
5	Burette size : 10ml or better
6	Polarized Measurement range: -1200 to+1200 mV or better
7	Polarized sensor Resolution: 0.1 mV
8	Polarization current range : 1 to 80 µA Or better
9	Polarization current resolution: 0.1 µA
10	Measurement range : 100ppm-100%.
11	Repeatability: 0.3% at >10 mg H ₂ O
12	User Interface: User specific Home screen with Shortcuts, User management, online screen with direct start of sample and concentration Determination Complete online views with curves graphs.
13	Work at PC software / Touch screen always shows the curves and measured values.
14	Solvent management System filling and auto drain with a Shortcut and Overflow protection valve on waste bottle.
15	Start from Home screen with Auto start and direct weight entry.
16	All accessories are automatically recognized and ready to use immediately.
17	User interface and print outs in English.
18	Fully compliance software management and controlled in standalone mode with touch screen or PC software.
19	Suitable 2 electrode with stand.
20	Suitable KF vessel.
21	Software with P.C. and Printer.
22	Suitable software 21 CFR Part 11 Compliance.
23	Integrated / external computer with i7 processor, 4 GB RAM, 1 TB Hard Disk and Laser Printer.
	Suitable online UPS with surge Protector with 01 hr backup should support both the instrument and computer.
	DOCUMENTS AND TRAININGS
24	IQ - OQ and PQ documents
26	On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.
27	On Site Training at the time of installation
	OTHER CONDITIONS:
28	The system quoted should be of latest model and the spares and services should be available for next 10 years.
29	All the consumables parts should be covered except Electrode and Chemicals during warranty and CMC period.
30	The UPS battery should be covered during both warranty and CMC periods.
31	The quoted model should be LIMS compatible
32	The quoted model must be available on manufacturer's website

Item No. 9

SN	Dissolution Test Apparatus with Auto Sampler
A	<u>Technical Specification:</u>
1	· System should Complies with USP, BP and IP requirements .
2	· Shaft locking mechanism for positive engagement and Wobble free operation.
3	· Bath drain for easy removal of water from bath.
4	· Menu driven software with on-line help.
5	· 8 Paddle System with SNAP FIT Shaft or batter system for both paddles & baskets.
6	· Precise Individual Vessel Centring system.
7	· Sturdy bath top plate with clear moulded bath.
8	· Real time digital clock.
9	· Temperature control wake up (Heater turns on at preset clock time)
10	· 10 Programmable sampling intervals & 15 programmable protocols
11	· Validation prints out with summary of test.
12	· Power failure recovery.
13	· Off-line sampling facility
14	· Volume adjustable from 1 to 10 ml or better.
15	· Vibration free, smooth electrical lift movement.
16	· Auto calibration of temperature
17	· Reduces Routine Validation
18	· Audio-Visual status and error indication
19	· On-line validation and printout of test parameters.
20	· Instrument levelling system.
21	· Vibration dampeners are to be provided to minimize the effect of vibration on the dissolution test.
22	· Sturdy Motorized lift.
23	· Water Circulating pump for precise temperature time control of water bath.
24	· Low evaporation vessel lid.
B	<u>Accessories:</u>
1	· 8 Nos. Paddles (USP II)
2	· 8 Nos. Baskets with Rods (USP I)
3	· 8 Nos. S.S. Cannulas (without Filters)
4	· 1 No. Water Circulating Pump
5	· 8 Nos. Clear and 8 Nos. of Amber Color Merlon Jars with lids.
6	· 1 No. Molded Perspex Water Bath with heater and sensor
7	· 1 No. External Probe.
8	· With Programmable System Control with Splash proof operational
9	Panel, LCD Display for RPM, Temperature & Elapsed Time Displays
10	For 12 sampling intervals.
11	· Built-in control of speed, Bath vessel Temperature, Interfaces for automated Collector & programmable for 12 Different products.
12	Flat bottom glass test tubes (10ml): 100 nos
C	<u>Calibration kit (should comply with IP/BP/USP)</u>
	· Sinkers as per USP (set of 6 nos.)

	i) sinker (small size : 5/15.5 mm)
	ii) sinker (small size : 6/18 mm)
	iii) sinker (small size: 8/23 mm)
	iv) sinker (big size : 11/31mm)
	Off Line Syringe Sampling Accessories For Sample Collection Includes Motorised Sampling Manifold ,Wherein user define different media volumes like 500 ml, 750 ml, 900ml, 1000 ml as well as the apparatus type such as Basket &Paddle.
	No turbulence created to the agitation properties
D	<u>Syringe Pump – 06 with 6 Syringes(12 ml or more P 4 Way Valve: can adapt 12 ml or more syringe.</u>
	FEATURES:
1	· Station syringe sampler pump for 6 Channel.
2	· Sampling accuracy $\pm 1\%$
3	· Can adapt 12 ml or more syringe.
4	· 4 way Rugged Valve system for Sampling & Replenishment.
5	· All syringe & Valves to operate synchronously for parallel selection.
6	· Zero Setting for each Syringe.
7	· Motor mounting with noise suspension.
E	<u>PTFE Carrier Tube Set</u>
	(With connector for manifold syringe pump & sample collector)
	· 0.8 MM PTFE TUBING WITH FERRULE CONNECTION
	· All PTFE Carrier tubing 1.6 mm \times 0.8 mm.
	· Tube Connectors by flameless fittings for firm connection & easy\change over.
F	<u>SS. Tip Full Flow Filters:</u>
	· Optimises filter Life by Providing Increased Surface Area.
	<u>FILTER - 15 Micron (SET OF 6)</u>
G	<u>Suitable Fraction Collector</u>
	Sample Collector:
	· To collect 6x 24 total samples with rinsing facility
H	<u>Tablet Input Device:</u>
	· To insert 6 tablets /Capsule simultaneously provided with polymer coated plate with low evaporation lids.
	<u>Individual Vessel Temperature Sensor, Indicator and Recorder With Printer Port (Set of 6).</u>
I	<u>Syringe Filter Manifold:</u>
	· 8 Nos. disposable syringe filter can be inserted
	Software must have following compliance.
	· All data safety requirements in the GMP& GLP guidelines as well as CFR 21 part 11.
	· Audit trail log for all the events, errors, warnings with electronic signatures
	· Access level security (Password Protection)
	Data Handling System
	· Suitable Software CFR – 21, Part -11 compliance.
	· Suitable computer as per specification mentioned in General Specification
	· Suitable Laser Printer
J	<u>Documents and Trainings:</u>
	· IQ, OQ and PQ documents
	· Calibration certificate with traceability, to be done by the supplier every six month during the warranty and CMC period.

	· On Site Training at the time of installation
K	Other conditions:
	· The system quoted should be of latest model and the spares and services should be available for next 10 years.
	· All the consumables parts should be covered except chemicals during warranty and CMC period.
	· Suitable UPS with 01 hour backup and surge protector should be supplied with the system.
	The quoted model should be LIMS compatible
	The quoted model must be available on manufacturer's website

Item No. 10

Sl.No	Digital Polarimeter
A	Technical Specification
1	Display : Touch screen display
2	Measuring Range : ANGLE OF ROTATION - 89 deg to +89 deg arc
3	Optical Rotation
4	Specific Rotation
5	Concentration (g/mL, G/100mL, G/L)
6	Sucrose
7	Glucose
8	User Defined Scales
B	Optical Rotation Specification
1	Measuring Range :±89.9 degree
2	Resolution:0.001 degree for entire measuring range
3	Accuracy : ±0.002degree for entire measuring range
4	Repeatability:±0.002degree for entire measuring range
5	Response Time : 12 second for the entire measuring range
6	Wavelength : 589nm standard (upgradable to 365nm, 405nm, 436nm, 546nm, and 633nm)
7	Optical Cell : 100mm length-01 200mm length-01
8	Detector : PMT/Photodiode/Equivalent
9	Detection Limit : UPTO 2nd decimal or better
10	Light Source : Appropriate light source to cover all the above stipulated wave length
11	Temperature Controlled Cell Compartment by Peltier system
12	Temperature Control : 15 deg to 35 deg
13	Maximum Tube Length 200 mm
C	SOFTWARE AND PRINTER
	Suitable software 21 CFR PART II compliance and Laser printer
D	DOCUMENTS AND TRAININGS:
	IQ - OQ and PQ documents
	On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.
	On Site Training at the time of installation.
	The quoted model should be LIMS compatible
	The quoted model must be available on manufacturer's website

Item No. 11

SN	DIGITAL REFRACTOMETER
A	Technical Specification
1	Measurement Range : 1.32nD – 1.70nD 0-95% Brix
2	Accuracy : PR-H: $\pm 0.0002\text{nD}$; ± 0.1
3	Brix PR-S: $\pm 0.0002\text{nD}$; ± 0.1 Brix
4	PR-H/RI resolution : $\pm 0.00001\text{nD}$
5	PR-S/Brix Resolution : ± 0.01
6	Measurement Units: Refractive Index [nD] Saccharose [%Brix] Glucose [%Brix] Fructose [%Brix]
7	Measurement Interval : 3-60s
8	Temperature Sensor : PT100
9	Temperature Measurement : Refractometer should have inbuilt Peltier module which should control 10-80 deg centigrade of temp
10	Temperature Resolution : 0.1degree C
11	Temperature Accuracy : $\pm 0.2\text{degree C}$
12	Illumination : LED/ LCD touch screen
13	Interfaces : RS-232
B	PRINTER
	Suitable Laser Printer as per General Specification
C	DOCUMENTS AND TRAININGS:
	IQ, OQ and PQ documents
	On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.
	The quoted model should be LIMS compatible
	On Site Training at the time of installation.

Item No. 12

Digital Melting Point Apparatus	
S.No.	Technical Specification
1	Advance Microprocessor based digital automatic melting apparatus with color camera& color monitor
2	Compliant of USP/BP/IP standards
3	Instrument should be furnace based
4	Temperature Range up to 350°C
5	Accuracy of detection of melting point: $\pm 5^\circ\text{C}$ -200°C $\pm 0.5^\circ\text{C}$ and More than 200°C $\pm 0.8^\circ\text{C}$ Or better
6	Maximum cooling time 350°C to ambient (25°) in less than 25 minutes
7	Method Storage : 20 methods or programmable
8	Visual image: display facility
9	Number of capillaries for sample analysis 03 or more
10	Print out facility to take reports and graphs
11	Capillaries: min. 2000nos.should be quoted in the main system
12	Compatible PC, Printer and software to be quoted
13	LCD/LED colored display
14	Report format as per GLP

15	Color video recording through software
16	Automated Calibration procedure through USP standards
17	Documents and trainings:
	-IQ - OQ and PQ documents
	-On site calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.
	-On site successful training at the time of installation.
18	Other conditions:
	-The system quoted should be of latest model and the spares and services should be available for next 10 years.
	-All the consumables parts should be covered except capillaries and chemicals during warranty and CMC period.
	- Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.
	-The UPS battery should be covered during both warranty and CMC periods.
	The quoted model should be LIMS compatible

Item No. 13

Sl.No	Total Organic Carbon (TOC) Analyser (Offline)
	Application:
1	Total Organic Carbon (TOC) Analyser for analysis of the total organic carbon (TOC), total inorganic carbon (TIC), or non-purgeable organic carbon (NPOC) content of the aqueous samples in compliance with international methods IP, BP, USP, EUP, ASTM, Standards.
2	Measurement Range: 2 ppb to 30,000 ppm
3	Analysis Time: 10 min or better.
4	Precision: 1.5 % (entire range)
5	Accuracy : $\pm 2\%$ or 0.5ppb whichever is greater.
6	Calibration: Single Point as well as Multipoint calibration should be possible.
7	TOC Analyser quoted should be upgradable with auto sampler.
8	TOC Analyser should be quoted with all required Consumables, reagents& chemicals, Gas cylinders& regulator (if required), and other standards accessories required to install the system as per manufacturer's method and principle.
9	Added Para: Detector: NDIR
10	SOFTWARE WITH P.C. AND PRINTER
11	Suitable software 21 CFR PART 11 compliance,
12	Latest factory set, branded Computer System with 22-23" Full HD Monitor with licensed windows compatible with equipment Software, MS office standard version and Antivirus for 3 year with Printer - B/W - duplex - laser - Legal, A4 - 1200 dpi x 1200 dpi - up to 21 ppm – capacity with Network Card.
13	DOCUMENTS AND TRAININGS:
14	On site IQ, OQ, PQ of instrument along with document.
15	Training Satisfactory Technical and Application training to the personnel at site immediately after its installation.
16	The system should be quoted with all accessories required to make it fully operational.
17	The quoted model should be LIMS compatible
18	The quoted model must be available on manufacturer's website

GENERAL POINTS OF TECHNICAL SPECIFICATIONS

1. Warranty:

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

2. After Sales Service:

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

3. Training:

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

4. Annual Comprehensive Maintenance Contract (CMC)/ Annual Maintenance Contract (AMC) of subject equipment:

- a) The cost of Annual Comprehensive Maintenance Contract (CMC)/ Annual Maintenance Contract (AMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, (AMC includes charges of labour not spares) after satisfactory completion of Warranty period to be quoted for next 3 years on yearly basis (as specified in the List of Requirement) for complete equipment (including X ray tubes, HT Cable, Probes, Electrodes, Detectors, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC/AMC period.
- b) The cost of CMC/AMC to be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC/AMC will be added for Ranking/Evaluation purpose.
- d) The payment of CMC/AMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC/AMC period.
- e) There will be 98% uptime warranty during CMC/AMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC/AMC period by double the downtime period.
- f) During CMC/AMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC/AMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC/AMC.
- i) The payment of CMC/AMC will be made as stipulated in GCC Clause 21

Section – VIII**Quality Control Requirements**

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

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

Signature and seal of the Tenderer

To be enclosed with Techno-Commercial Bid

ANNEXURE-A

BIDDER PARTICULARS

1. Name of the Bidder :
2. Address of the Bidder:
3. Name of the Manufacturer (s) :
4. Address(es) of the Manufacturer :
5. Name and address of the person: To whom all references shall be made regarding this tender enquiry.

Telephone:

Telex :

Fax:

E-mail address:

Witness:

Signature

Name

Address

Designation

Company Date

Company Seal

To be enclosed with Techno-Commercial Bid

ANNEXURE-B

UNDERTAKING

To,

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

Sir,

Having examined the Bidding Documents of Tender No.----- undersigned offer to supply, install, commission, operate maintain and we undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within _ weeks calculated from the date of receipt of your Notification of Award and to complete the installation, testing commissioning

Signature and Seal

(In the capacity of)

Only Authorized to sign bid for and on behalf of
To be enclosed with Techno-Commercial Bid

ANNEXURE-C

BIDDER PROFILE

A. General Information:

(i) Location of Corporate Headquarters
: (ii) Date and Country of Incorporation
: (iii) Manufacturing Facility (S)
Location Size Capacity
(iv) No. of Service Facility(S) in India
Location
Strength
Area Covered
(v) Average yearly turnover for last three years:
(vi) Geographical Distribution of the
Supplier: No. of Offices
Locations
Staff strength
(vii) Total No. of installations of the system
offered.
(viii) No. of Employees
Total No. Manufacturing R&D (If any)
Hardware Maintenance
Software

B. Reference of Major installation with similar products (attach documents in support, if available)
_____ S. No. Customer Name, Address Product Description

Telephone
Fax Number
(No. of Machines installation year wise).

Date.....
Signature and seal of bidder

Section – IX

Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last **Five** years from the date of Tender Opening, at least 50% of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.
02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India of the same manufacturer.
03. The bidders/ firms identifying as MSE and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.
04. The average annual financial turnover of 'The bidder' during the last three years, ending on FY 2022, should be at 80% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on the bid opening date) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries."
05. The Bidder should submit a 'Credit Limit Certificate' of at least 110% of the Tender estimated value} (or equivalent in foreign currency at the exchange rate prevalent on the bid opening date) duly certified by a Scheduled Nationalised Bank.
06. The net worth of the bidder firm (manufacturer or principal of authorised representative) should not be negative on the date of tender opening and should have not eroded by more than 30% in the last three year, ending on March 2022.

Note:

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.
The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory **Performance cum installation Certificate** in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. The bidder should submit the manufacturer's production capacity, meeting the quantity requirement and delivery schedule requirement of this tender document.
5. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser/Consignee)	Order number and date	Description of ordered goods and services	Quantity of ordered goods	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate duly notarised certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money and or performance security furnished will be forfeited. Such certificates from a third party or middleman other than actual end user will not be accepted. The satisfactory performance implies working satisfactorily without any complaint since the date of installation, commissioning & handing over to the end user as per the standard format enclosed.

Section – X TENDER FORM

Date_____

To

Head (PCD)

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

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Description of goods and services*) in conformity with your above referred document, attached herewith and made part of this tender.

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

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

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

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

We confirm that we do not stand deregistered/banned/blacklisted by any statutory Authorities as per govt. rules/procedures.

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

(Signature with date)

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

SECTION – XI
PRICE SCHEDULE

Price bid format/ template is provided as along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to download Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, their bids shall be liable to be rejected.

In case, an instruction in the specification asks for a BOQ line item to be quoted separately, the same to be quoted mandatorily as a separate price and must not be added in the bundle offer.

SECTION – XII QUESTIONNAIRE

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

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

Note: The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer’s indicating uniform unit rates) and List of Consumables with prices can be uploaded in CPP portal as per provision available

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

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

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

To

Head (PCD)

Infra Tech Services Limited, Procurement and Consultancy Division
B-14A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

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

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

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

2. Deleted.

SECTION – XV

A) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
Head (PCD)
HLL Infra Tech Services Limited,
B-14A, Sector 62, Noida-201 307

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

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

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

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

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

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

This guarantee shall be valid up to 38 (thirty eight) months from the date of Notification of Award i.e up to ----- (indicate date)

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

.....
Name and designation of the officer

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

B) BANK GUARANTEE FORM FOR CMC/AMC SECURITY

To
Head of Hospital/Institute/Medical College

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

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

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

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

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

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

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

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

.....
 Name and designation of the officer

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

SECTION – XVI

CONTRACT FORM - A

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

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

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

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

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

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

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

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

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

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

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

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control:

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

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

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

4. Warranty clause

5. Payment terms

6. Paying authority

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B
CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT/
ANNUAL MAINTENANCE CONTRACT (as applicable)

Annual CM Contract No. _____ dated _____
 Between _____

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

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

1	2	3	4					5
Item No.	Brief Description of Goods	Quantity (Nos.)	Annual Comprehensive Maintenance/ Annual Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance/ Annual Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

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

- b) The CMC/AMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC/AMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC)/AMC which includes preventive maintenance, labour and spares (in case of AMC labour is included not spares), after satisfactory completion of Warranty period may be quoted for next 3/5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Turnkey (if any).
- d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC/AMC period by double the downtime period.
- e) During CMC/AMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC/AMC.

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

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

Received and accepted this contract

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

For and on behalf of _____

 (Name and address of the supplier)

 (Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

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

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No _____ dated _____

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

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

(d) Quantity: _____

(e) **Bill of Loading/Air Way Bill/Railway**

Receipt/ Goods Consignment Note no _____ dated _____

(f) **Name of the vessel/Transporter:** _____(g) **Name of the Consignee:** _____(h) **Date of commissioning and proving test:** _____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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

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

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

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

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

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

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

SECTION – XIX

Deleted

SECTION – XX

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

Sl. No.	Activity	Yes/ No/ NA	File name in the submitted document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted item(s)?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno-Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney/ Partnership Agreement in favour of the signatory attested by a Notary Public?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4. a.	Have you submitted satisfactory performance certificate from the end users in respect of all orders mentioned in the Proforma for performance statement in Sec. IX of TE document.			
b.	Have you submitted copy of the supply order(s) and installation report?			
5.a	Have you submitted manufacturer's authorization as per Section XIV?			

Sl. No.	Activity	Yes/ No/ NA	File name in the submitted document	Remarks
b.	Have you submitted a copy of the agreement between you and your Principal as per clause 14 of GIT?			
6.a	Have you submitted prices of goods, turnkey (if any), CMC/AMC etc. in the Price Bid as per Section XI?			
b.	Have you submitted with your Price Bid your Principal's /Manufacturer's Original Proforma Invoice indicating FOB value and Indian Agent Commission			
7.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
8. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
10.a	Have you fully accepted payment terms as per TE document?			
b.	Have you accepted "terms of delivery" as per TE document?			
11.	Have you fully accepted delivery period as per TE document?			
12.	Have you confirmed that the terms of delivery shall be "Delivery at Consignee Site"?			

Sl. No.	Activity	Yes/ No/ NA	File name in the submitted document	Remarks
13.	Have you accepted the warranty as per TE document?			
14.	Have you accepted the Annual Comprehensive Maintenance Contract (CMC) Annual Maintenance Contract(AMC) as per TE document?			
15.	Have you accepted all other terms and conditions of TE document?			
16.a	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
b.	Have you given “write up” as asked for in Qualification Criteria (Section IX) under Note 2 ?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you submitted the certificate of incorporation?			

N.B.

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

 (Signature with date)

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

 (Name, address and stamp of the tendering firm)

Section – XXI

Consignee Address

**MODERN FOOD & DRUG TESTING LABORATORY,
KATHUA, JAMMU & KASHMIR**

(Controller, Drug & Food Control Organization, Government of Jammu & Kashmir.)

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

APPENDIX – A

No. P-45021/2/2017-PP (BE-II)
 Government of India
 Ministry of Commerce and Industry
 Department for Promotion of Industry and Internal Trade
 (Public Procurement Section)

Udyog Bhawan, New Delhi
 Dated: 29th May, 2019

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 3(a) and 14 modified and Para 10A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' with immediate effect:-

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

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

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

Now therefore the following Order is issued :

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

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

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

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

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

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

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

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

- 3. Requirement of Purchase Preference :** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder

- a. In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid. However, in procurement of all goods, services or works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only local suppliers shall be eligible to bid irrespective of purchase value.

Provided that for any particular item, the Nodal Ministry / Department may also prescribe an upper threshold limit, below which procurement shall be made only from local suppliers.

Further provided that in any particular case of procurement, if the procuring authority is of the view that the goods, services or works of required quality / specifications etc. may not be available in the country, or sufficient capacity or competition does not exist domestically, and it is necessary to undertake global competitive bidding, the procuring authority may allow the same after recording reasons. In such cases, the provisions of sub-paragraph b or c, as the case may be, shall apply;

- b. In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed;
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

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- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
 5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
 6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
 7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
 8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
 9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

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- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

.....Contd. p/5

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- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

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16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
 Secretary, Commerce—Member
 Secretary, Ministry of Electronics and Information Technology—Member
 Joint Secretary (Public Procurement), Department of Expenditure—Member
 Joint Secretary (DPIIT)—Member-Convenor

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

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.


 (Arun Mahendra Bara)
 Senior Development Officer
 Tel: 2306 2635

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

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

Now therefore the following Order is issued :

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

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

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

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

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

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

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

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

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

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

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

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

10. Specifications in Tenders and other procurement solicitations:

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

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

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


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