

Additional Terms and Conditions – Buyer Specific Clauses

Whenever there is any conflict between the provision in the Additional Terms and Conditions – Buyer Specific Clauses and that in the GTC/STC of GeM, the provision contained in the Buyer Specific Clauses shall prevail.

Date: 15-12-2023

Amendment No.3

Ref.: GEM/2023/B/3589248, Dated: 11-08-2023, Item Name: Anaesthesia Work Station.

The following changes are being incorporated in the above referred GeM Bid No. Document.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

Existing:

34. Earnest Money Deposit (EMD):

34.5 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 is 730 days, the EMD shall be valid for 775 days from Techno – Commercial Tender opening date.

35. Tender Validity

35.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 730 days (Seven hundred Thirty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

Read as:

34. Earnest Money Deposit (EMD):

34.5 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 is **180 days**, the EMD shall be valid for **225 days** from Techno – Commercial Tender opening date.

35. Tender Validity

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

SECTION - VI
QUALIFICATION CRITERIA

Existing:

10. The Bidder should submit a 'Credit Limit Certificate' of at least 60% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a **"Scheduled Commercial Bank as per list issued by RBI from time to time"** . The credit limit certificate must be valid at the time of tender opening or the date of issuance of credit limit certificate should not be older than 12(twelve) months at the time of tender opening.

Read as:

10. The Bidder should submit a 'Credit Limit Certificate' of **at least 20%** of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a **"Scheduled Commercial Bank as per list issued by RBI from time to time"** . The credit limit certificate must be valid at the time of tender opening or the date of issuance of credit limit certificate should not be older than 12(twelve) months at the time of tender opening.

Amendment No.2**Ref.: GEM/2023/B/3589248 Dated: 11-08-2023, Item Name: Anaesthesia Work Station**

The following changes are being incorporated in the above referred GeM Bid No. Document.

**Section-I
GENERAL INSTRUCTIONS TO BIDDERS
(GIB)****Price Bid format and condition of clause No.4 may be read as:**

4. Documents comprising the e-Bid

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

B) Price Tender:

Price Schedule(s) as per prescribed format provided in the portal. **Bidders are advised to quote price as per technical specification. However detailed breakup of quoted price should be provided in Price Format - A (in pdf) and uploaded in the prescribed place on online GeM portal. The price quoted in the prescribed field on GeM portal will be considered for ranking purpose.**

Total price quoted in Price Format - A (in pdf) must match with the price quoted in GeM portal.

CMC price must be filled in the prescribed field in GeM portal.

Price Format - A (Price offered in INR)												
1	2	3	4	5	6	7		8	9	10	11	12
Sl. No.	Description of goods as per specification and/or BOQ	Make/ Model	Country of Origin	HS/ HSN Code	Unit of measurement	Quantity per set of equipment	Total Quantity	Unit Price at Consignee Site (excluding GST)	Applicable GST (%)	Applicable GST value/ unit (8 x 9)	Unit Price at Consignee Site (8+10)	Total Price at Consignee Site (7 x 11)
A	Anesthesia Workstation as per technical specification					01	285					
B	Charting solution as per technical specification					01	285					
C	Server as per technical specification					01	15					
											Total Price for 285 Qty. i.e.(A+B+C)	

Total value of Offer in INR consideration for 285 Qty.(A+B+C): Rs. _____

(Total value in words):

Note:

- All the information must be entered in the relevant columns
- Any Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee site has to be mentioned as a separate line item with HSN Code and applicable GST based on nature of the work.

3. Total price quoted in Price Format - A (in pdf) must match with the price quoted on online GeM portal. The Unit price on GeM Portal may be filled as total price of column 12 (A+B+C) divided by tender quantity (**i.e. (Total price of A + Total price of B+ Total price of C)/285**).
4. Any other goods and/or services not separately mentioned in the BOQ of 'Price Bid Format A' but asked in the technical specification, price of the same shall be deemed to be covered in the price offer.

Price Format - B (Price offered in INR for Optional items only)											
1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Description of goods as per specification and/or BOQ	Make/ Model	Country of Origin	HS/ HSN Code	Unit of measurement	Quantity per set of equipment	Unit Price at Consignee Site (excluding GST)	Applicable GST (%)	Applicable GST value/ unit (8 x 9)	Unit Price at Consignee Site (8+10)	Total Price at Consignee Site (7 x 11)
										Total Price per set of equipment	

Note:

1. All the information must be entered in the relevant columns
2. Price quoted in Price Format - B (Price offered in INR for Optional items) will not be considered for ranking purpose.

Amendment No.1

Ref.: GEM/2023/B/3589248 Dated: 11-08-2023, Item Name: Anaesthesia Work Station.

The following changes are being incorporated in the above referred GeM Bid No. Document.

SECTION - VI
QUALIFICATION CRITERIA

Existing:

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

Bidder should submit following declaration on their letter head regarding GFR Rule 144 (xi) as per Department of Expenditure, Ministry of Finance Notification F.No.6/18/2019-PPD dated 23-Feb-2023 and its subsequent amendments/ clarification, if any:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that (bidder name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that (bidder name) fulfils all requirements in this regard and is eligible to be considered."

Or

Evidence of valid registration by the Competent Authority shall be attached if applicable.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. [Applicable for Works contracts, including Turnkey contracts]

Read as:

8. 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 No. F.7/10/2021-PPD (1) dated 23-Feb-2023, with its subsequent amendments/ clarification, if any and bidder must comply with all provisions mentioned in the order. Said order is available for download from website of Department of Expenditure (DoE), Public Procurement Division, Ministry of Finance.

Bidder should submit AFFIDAVITE on Non-Judicial Rs.100/- Stamp paper duly Notarized as per **PROFORMA 'B'** regarding GFR Rule 144 (xi) as per Department of Expenditure, Ministry of Finance Notification dated 23-Feb-2023 and its subsequent amendments/ clarification, if any.

Existing:

9. The minimum average annual financial turnover of the bidder during the last three years, ending on 31 st March of the previous financial year*, should be at least 50% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) 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."

In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

**For tenders floated in first two quarters of the financial year of 2023-24, then average annual financial turnover will be considered for last three years, ending on 31st March 2022. For tenders floated in last two quarters of the financial year of 2023-24, then average annual financial turnover will be considered for last three years, ending on 31st March 2023.*

Read as:

9.a) The minimum average annual financial turnover of the Bidder/Manufacturer during the last three years, ending on 31st March of the previous financial year, should be at least 50% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) 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."

In case the date of constitution / incorporation of the bidder/manufacturer is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

b) The minimum average annual financial turnover of the Bidder/ Authorized Agent during the last three years, ending on 31st March of the previous financial year, should be at least 10% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) 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."

In case the date of constitution / incorporation of the bidder/manufacturer is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

Amendment to the Technical Specification.

Item Name: Anaesthesia work station		
(Clause No & Page No)	Tender Specification	Amended as
Point No. III (1), Pg No. 1	Vaporizers : Facility of mounting minimum two electronically monitored vaporizers, latest technology with key filler/ bottle adapter, auto locking facility tool free installation, i.e. any vaporizer can be mounted at will with interlocking facility. Mechanism should be available to avoid simultaneous usage of more than one vaporizer. It should be of the same make as that of machine or OEM integrated	Vaporizers : Facility of mounting two electronically monitored vaporizers , latest technology with key filler/ bottle adapter, auto locking facility tool free installation, i.e. any vaporizer can be mounted at will with interlocking facility. Mechanism should be available to avoid simultaneous usage of more than one vaporizer. It should be of the same make as that of machine or OEM integrated
Point No. III (2), Pg No. 1	Vaporizers : Temperature, pressure and flow compensated with high accuracy of delivered concentration of volatile anaesthetic agent. Three vaporizers should be supplied – Isoflurane, Sevoflurane and Desflurane one each for every work station	Vaporizers : Temperature, pressure and flow compensated with high accuracy of delivered concentration of volatile anaesthetic agent. Two electronically monitored vaporizers should be supplied – Isoflurane and Sevoflurane one each for every work station
Point No. IV (1), Pg No. 2	Ventilator : The machine should have an integrated Anaesthesia Ventilator system with integrated LCD/LED/TFT screen of at least 12", facility to vary respiratory parameters and should be able to ventilate adult and paediatric patients including neonates	Ventilator : The machine should have an integrated Anaesthesia Ventilator system with integrated LCD/LED/TFT touchscreen of at least 15" , facility to vary respiratory parameters and should be able to ventilate adult and paediatric patients including neonates
Point No. IV (10), Pg No. 2	Machine should have loops for Pressure-Flow , Pressure – Volume and flow- volume along with lung compliance.	Workstation monitor should display loops for Pressure – Volume and flow- volume along with lung compliance.
Point No. V (2), Pg No. 2	Anaesthesia Monitor : It should be capable of monitoring ECG, Two invasive pressures, non-invasive blood pressure (NIBP), oxygen saturation (Masimo/Nellcor) SpO2, two temperatures and Bispectral Index (BIS) / Entropy for measuring the levels of sedation. Measurement of anesthetic gases and age-adjusted MAC and End Tidal Carbon Dioxide EtCO2 via agent module (AGM) either on patient monitor or anaesthesia machine	Anaesthesia Monitor : It should be capable of monitoring ECG, Two invasive pressures, non-invasive blood pressure (NIBP), oxygen saturation (Masimo/Nellcor/ low perfusion technology) SpO2, two temperatures and Bispectral Index (BIS) / Entropy for measuring the levels of sedation. Measurement of anesthetic gases and age-adjusted MAC and End Tidal Carbon Dioxide EtCO2 via agent module (AGM) either on patient monitor or anaesthesia machine

Point No. V (3), Pg No. 3	Should have NMT module or Standalone NMT monitor capable of delivering single twitch, TOF, PTC and DBS	Should have NMT module capable of delivering single twitch, TOF, PTC and DBS
Point No. V (5), Pg No. 3	Anaesthesia Monitor : Display should be of medical grade and the colored waveforms as well as the numerical display should be bright and clearly visible from a distance of up to 6-10 feet.	Display should of TFT/LED and the colored waveforms as well as the numerical display should be bright and clearly visible from a distance of up to 6-10 feet.
Point No. V (13), Pg No. 3	Anaesthesia Monitor : Should have facility to interchange all the modules between all the monitors, so that one or more optional module can be operable on all monitors at different point of time.	Anaesthesia Monitor : Should have facility to interchange all the specialty modules (BIS/Entropy, NMT) between all the monitors, so that one or more optional module can be operable on all monitors at different point of time.
Point No. V (1), Pg No. 2	The monitor should be modular , have adult and neonatal applications and should be user friendly.	The monitor should be modular for specialty modules (BIS/Entropy, NMT) , and have adult & neonatal applications and should be user friendly. Minimum monitoring standard parameters (ECG, HR, SpO2, NIBP and Temp.) can be integrated or modular on monitor.
Point No. V (18), Pg No. 3	Anaesthesia Monitor : The machine/monitor should be able to connect to Anaesthesia Charting Solution and HIMS.	Anaesthesia Monitor : The Machine should have charting system and be able to connect to HIMS.
Point No. VII (4), Pg No. 4	Scope of Supply for each System : Desflurane Vaporizer – 1#	Deleted
NA	NA	Added Para : The Machine should have charting system and be able to connect to HMIS. Should be able to store and export the software data related to the patient information and monitoring like vitals, drug dosages, ventilatory parameters, fluid intake and output, intraoperative critical events, e.t.c
NA	NA	Added Para :
NA	NA	<u>Integrated Documentation System</u>
NA	NA	1) The Software should be able to integrate Patient monitor, Anesthesia machine and Syringe pumps.
NA	NA	2) Should display all OR Patient information like Name, Room Number, Patient ID, Ventilator status and attending physician names in single screen.

NA	NA	3) Should enable OR workflows such as ADT (Admission Discharge and Transfer), flowsheet, Anesthesia documentation, Infusion Management, Medication, notes, scoring and other workflows.
NA	NA	4) Should have Electronic patient charts (flowsheets) which are populated with data acquired electronically via medical interface to other devices/information systems. Flowsheet data can be edited, validated, and annotated.
NA	NA	5) Should have automatic/manual fluid Input/output sheets which allow the tracking of a patient's total fluid intake and output.
NA	NA	6) Should have medication scheduling to create care-unit-based medication schedules which alert the staff to upcoming/past-due medication needs.
NA	NA	7) Should have special data screens for OR care units, such as customized data forms, outcomes documentation, staffing documentation and OR scheduling and Data annotation (notes/event, notes/OR event capture).
NA	NA	8) Should have data protection Data and System Protection and Security like all users should be given an individual password that only they or admin can change. Personal data (name, DOB, etc. of patients and staff) should protected in the database under special password protection.
NA	NA	9) Should have staff documentation during the case and should provide a configurable list of staff members like Name (first, middle, and last), Role, Group, Supervisor/Supervisor level, Time in/Time Out
NA	NA	10) Should have post-op prescription and should be able to generate final anesthesia report in pdf format
NA	NA	11) Wireless Remote viewing of centralised/individual OR Data should be possible.
NA	NA	12) System Server Requirement (Minimum Hardware & software requirement)
NA	NA	12.1) Server with atleast 17" Screen , UPS, Laser Printer , Additional PC / Screen (Touch and/or Keyboard) mounted on Anesthesia Machine for running the Charting solution.
NA	NA	12.2) Should have atleast 128 GB RAM memory

NA	NA	12.3) Should have storage capacity of atleast 8 TB.
NA	NA	12.4) Should have redundant power supply
NA	NA	12.5) Should have inbuilt Network 2 Ethernet connections
NA	NA	12.6) Media DVD-ROM drive
NA	NA	12.7) 3 or more USB ports Video VGA output
NA	NA	12.8) Backup - External hard disk – atleast 1 TB
NA	NA	12.9) Keyboard, Mouse & Display
NA	NA	12.10) Original Microsoft latest version and licenses for OS
NA	NA	12.11) Original Microsoft SQL latest version and licenses
NA	NA	12.12) Antivirus: Suitable Antivirus to be provided so that it will be compatible with the anti-virus system of the Institute
NA	NA	13) Bidder has to supply all necessary hardware, software, cables, etc required for successful installation and commissioning of the entire system.
NA	NA	14) The bidders are strongly advised to visit the site before submission of the bid for assessment of work.
NA	NA	15) Bidder has to provide onsite demonstration of the whole system along with all components, if desired by the Technical Specification committee.
NA	NA	16) Any software upgradation of Charting solution should be free of cost and the same should be provided during warranty & CMC period.
NA	NA	17) Should have future scalability option for the charting system when the no.of OT's increase in future. Unit price to be quoted separately for connection of individual OT's along with required hardware & software.
NA	NA	18) Charting solution should be offered from the same manufacturer of Anaesthesia Workstation.
NA	NA	Added Para: BOQ for Integrated Documentation System :
NA	NA	1) Integrated Documentation System (as per technical specifications) - 1 Set

NA	NA	2) Additional PC / Screen (Touch and/or Keyboard) mounted on Anesthesia Machine for running the Charting solution - 1 No along with each Anaesthesia Workstation
NA	NA	3) Unit price of Server (as per tender specification) should be quoted separately. However, 15 Nos. of servers will be considered for ranking purpose.

Revised Technical Specification after incorporating amendment

HLL INFRA TECH SERVICES LTD						
Bid ref no:					GEM/2023/B/3589248 dated 11-08-2023	
Name of the item :					Anaesthesia Workstation	
Name of the Bidder :						
Name of the Manufacturer of quoted item :						
Country of Origin of quoted item :						
Model Quoted:						
Sl. No	Technical Specification			Compliance to the Tender Specification- (Yes / No)	Data Sheet Para & Page No	Deviation if any(Yes/No), if YES - Give Comments
I	General :					
1	The quoted model (Both Anaesthesia machine and Monitor) should be European CE with four digit notified body number or US FDA or BIS approved and certificate to be submitted. OR should meet IEC 60601-1, IEC 60601-1-2 (Both Anaesthesia machine and Monitor) , ISO 80601-2-13 (for Anaesthesia machine), IEC 80601-2-49 (for Monitor) and should submit valid test report from any NABL accredited labs or from the labs in their country of origin (incase of foreign manufacturers) for the quoted model					
2	Have a sturdy body structure, durable finish, modular design antistatic heavy frame with good quality castors with front brakes, with following feature:					
II	Main machine :					
1	Three gas model, Oxygen, Nitrous oxide and Air.					

2	Should be compact, ergonomic, easy to use and easy to maintain					
3	Should have separate fresh gas outlet for use in open circuit.					
4	Machine should have electronic gas mixing. Digital/Virtual flow meters for oxygen, nitrous oxide and air for wall supply as well as cylinder supply. Emergency oxygen flush should be available.					
5	Machine should have dual flow sensors at inspiratory and expiratory port and it should be covered under warranty and CMC including free replacement of flow sensors if required					
6	Should have paramagnetic/Galvanic/ultrasonic oxygen sensor on breathing system or ventilator monitor. The warranty & CMC period should cover the oxygen sensors including free supply of oxygen sensors if required					
7	Shall have back – up O2 control which provides an independent fresh gas sources and flow meter control in case of failure.					
8	Pressure regulators shall be of modular design.					
9	Electronic hypoxic guard to ensure minimum 25% O2 across all O2:N2O mixtures and Oxygen failure audio and visual alarm.					
III	Vaporizers :					
1	Facility of mounting two electronically monitored vaporizers , latest technology with key filler/ bottle adapter, auto locking facility tool free installation, i.e. any vaporizer can be mounted at will with interlocking facility. Mechanism should be available to avoid simultaneous usage of more than one vaporizer. It should be of the same make as that of machine or OEM integrated					
2	Temperature, pressure and flow compensated with high accuracy of delivered concentration of volatile anaesthetic agent. Two electronically monitored vaporizers should be supplied – Isoflurane and Sevoflurane one each for every work station					
IV	Ventilator :					
1	The machine should have an integrated Anaesthesia Ventilator system with integrated LCD/LED/TFT touchscreen of at least 15" , facility to vary respiratory parameters and should be able to ventilate adult and paediatric patients including neonates					

2	Ventilators shall have Volume Controlled and Pressure Controlled, SIMV PS & PC, pressure support with Apnea backup and PC-VG/ Auto flow/ PRVC mode, Electronic PEEP, Manual, spontaneous modes.					
3	Ventilators shall have a tidal volume compensation capability to adjust for losses due to compression, compliances and leaks, and compensation for fresh gas flow. Breathing system (circuit) shall be fully autoclavable at 134°C and natural rubber / Latex free.					
4	Tidal volume (inspired and expired) respiratory rate, I:E ratio, minute volume, Airway pressure & FiO2 should be continuously displayed.					
5	Audio visual alarms for high and low settings of pressure, volume and disconnection should be present.					
6	Tidal volume (VT) 20-1400 ml (volume control) rate at least 4-80 BPM					
7	Inspiratory : Expiratory ratio 2:1 to 1:6 and peak flow >90 L/min					
8	Positive End Expiratory Pressure (PEEP), Integrated, electronically controlled, of 4 to 20 cm H2O preferably.					
9	Deleted					
10	Workstation monitor should display loops for Pressure – Volume and flow- volume along with lung compliance.					
11	Ventilator should have at least 30 mins rechargeable battery backup for ventilator. The anaesthesia machine should keep working even after power breakdown including hypoxic guard.					
12	Machine should have an integrated breathing circuit with circle absorber of good quality easy to clean autoclaveable with fewer parts to reduce leaks. Machine should have facility to change soda lime during active use. Added Para: Should be provided with an extra sodalime canister in order to change the canister intraoperatively					
13	Machine should have mounting capability of one O2 and one N2O pin indexed cylinders.					
14	Machine should be equipped with Active Gas Scavenging System (AGSS).					
V	Anaesthesia Monitor :					

1	The monitor should be modular for specialty modules (BIS/Entropy, NMT, and have adult & neonatal applications and should be user friendly. Minimum monitoring standard parameters (ECG, HR, SpO2, NIBP and Temp.) can be integrated or modular on monitor.					
2	It should be capable of monitoring ECG, Two invasive pressures, non-invasive blood pressure (NIBP), oxygen saturation (Masimo/Nellcor/ low perfusion technology) SpO2, two temperatures and Bispectral Index (BIS) / Entropy for measuring the levels of sedation. Measurement of anesthetic gases and age-adjusted MAC and End Tidal Carbon Dioxide EtCO2 via agent module (AGM) either on patient monitor or anaesthesia machine					
3	Should have NMT module capable of delivering single twitch, TOF, PTC and DBS					
4	Should have a Flat, color LCD/LED/TFT screen minimum size of 15 inches or more. It should have touch screen capability and should be operational from both touch screen as well as the trim/rotatory knob					
5	Display should of TFT/LED and the colored waveforms as well as the numerical display should be bright and clearly visible from a distance of up to 6-10 feet.					
6	The monitor should display at least 8 waveforms along with related numerical parameters at any given time.					
7	The operator should be able to display curves, graphics and measure value fields and adjust their sizes as desired on the screen.					
8	The operator should be able to freeze the waveforms. The color of each individual curve should be freely selectable					
9	It should have a facility of at least 48 hours of graphical and numerical trends of stored data.					
10	It should have internal battery backup of 60 mins OR through UPS.					
11	It should be operational over a wide temperature range 10°C-40°C and humidity 20%-90%					
12	Should have a facility to deactivate all the alarms, if necessary					
13	Should have facility to interchange all the specialty modules (BIS/Entropy, NMT) between all the monitors, so that one or more optional module can be operable on all monitors at different point of time.					

14	Monitor should be capable of connection to a central station or the other hospital information systems.					
15	It should be capable of up-gradation for connectivity to the other diagnostic and administrative systems of the hospital for displaying images and reports of the patient from these areas.					
16	It should be possible to get remote access of the monitor via network					
17	The monitor should have the facility of up gradation to incorporate additional newer modules or parameter without change of basic equipment. The upgradeability must be simple and inexpensive.					
18	The Machine should have charting system and be able to connect to HIMS.					
19	Added Para: Should be provided with the facility to export trend data from Anesthesia machine and monitor preferably via USB					
VI	Recorder and Printer :					
1	Monitor should be equipped with a compact thermal recorder or facility to hook up an external printer, to record all the displayed waveforms together or separately in different combinations as desired					
2	Anaesthesia machine, AGM, vaporizers should be from the same manufacturer/ OEM integrated.					
3	The machine should be supplied with active AGSS system with Jar & necessary components to connect with the central AGSS (Anaesthetic Gas Scavenging system) system					
VII	Scope of supply for each system :					
1	Anaesthesia work station – 1#					
2	Isoflurane Vaporizer – 1#					
3	Sevoflurane Vaporizer – 1#					
4	Deleted					
5	Re-usable Adult breathing circuit – 2#					
6	Re-usable RE-breathing bag 0.5, 1 Ltr and 2 Ltr – 2 Nos. each					
7	Re-usable Paediatric & neonatal breathing circuit – 2 Nos each					
8	Anaesthesia Monitor with standard hemodynamic parameter module - 1					
9	BIS / Entropy Module – 1#					
10	NMT Module – 1#					
11	ECG Cables and lead Wire set – 5#					

12	NIBP Hose – 2					
13	NIBP Cuff – Extra Large – 2#, Adult – 5#, Paediatric – 2#, Neonatal – 2#					
14	IBP Cable – 2					
15	IBP Transducers – 50					
16	SpO ₂ Cable - 2					
17	SpO ₂ Finger Probe – 5					
18	SpO ₂ Wrap Sensor – 5					
19	Temperature Probe General – 5 (Adult)					
20	Temperature Probe Skin – 1					
21	Temperature Probe General Paediatric – 2					
22	Sample line (EtCO ₂) – 100					
23	Water trap – 100					
24	NMT Cable with Sensor – 1					
25	BIS/Entropy Sensor with appropriate cable as required – 25 Nos. Adult and 15 Nos. Paediatric					
26	Disposable Adult circuit – 10					
27	Disposable Paediatric Circuit – 10					
28	HMEF – 100					
29	HMEF Paediatric – 50					
30	Necessary accessories for Active AGSS with -1 No.					
31	Added Para: Additional soda lime canister					
	Added Para : The Machine should have charting system and be able to connect to HMIS. Should be able to store and export the software data related to the patient information and monitoring like vitals, drug dosages, ventilatory parameters, fluid intake and output, intraoperative critical events, e.t.c					
	Added Para :					
	<u>Integrated Documentation System</u>					
	1) The Software should be able to integrate Patient monitor, Anesthesia machine and Syringe pumps.					
	2) Should display all OR Patient information like Name, Room Number, Patient ID, Ventilator status and attending physician names in single screen.					
	3) Should enable OR workflows such as ADT (Admission Discharge and Transfer), flowsheet, Anesthesia documentation, Infusion Management, Medication, notes, scoring and other workflows.					

	4) Should have Electronic patient charts (flowsheets) which are populated with data acquired electronically via medical interface to other devices/information systems. Flowsheet data can be edited, validated, and annotated.					
	5) Should have automatic/manual fluid Input/output sheets which allow the tracking of a patient's total fluid intake and output.					
	6) Should have medication scheduling to create care-unit-based medication schedules which alert the staff to upcoming/past-due medication needs.					
	7) Should have special data screens for OR care units, such as customized data forms, outcomes documentation, staffing documentation and OR scheduling and Data annotation (notes/event, notes/OR event capture).					
	8) Should have data protection Data and System Protection and Security like all users should be given an individual password that only they or admin can change. Personal data (name, DOB, etc. of patients and staff) should protected in the database under special password protection.					
	9) Should have staff documentation during the case and should provide a configurable list of staff members like Name (first, middle, and last), Role, Group, Supervisor/Supervisor level, Time in/Time Out					
	10) Should have post-op prescription and should be able to generate final anesthesia report in pdf format					
	11) Wireless Remote viewing of centralised/individual OR Data should be possible.					
	12) System Server Requirement (Minimum Hardware & software requirement)					
	12.1) Server with atleast 17" Screen , UPS, Laser Printer , Additional PC / Screen (Touch and/or Keyboard) mounted on Anesthesia Machine for running the Charting solution.					
	12.2) Should have atleast 128 GB RAM memory					
	12.3) Should have storage capacity of atleast 8 TB.					
	12.4) Should have redundant power supply					
	12.5) Should have inbuilt Network 2 Ethernet connections					
	12.6) Media DVD-ROM drive					

	12.7) 3 or more USB ports Video VGA output					
	12.8) Backup - External hard disk – atleast 1 TB					
	12.9) Keyboard, Mouse & Display					
	12.10) Original Microsoft latest version and licenses for OS					
	12.11) Original Microsoft SQL latest version and licenses					
	12.12) Antivirus: Suitable Antivirus to be provided so that it will be compatible with the anti-virus system of the Institute					
	13) Bidder has to supply all necessary hardware, software, cables, etc required for successful installation and commissioning of the entire system.					
	14) The bidders are strongly advised to visit the site before submission of the bid for assessment of work.					
	15) Bidder has to provide onsite demonstration of the whole system along with all components, if desired by the Technical Specification committee.					
	16) Any software upgradation of Charting solution should be free of cost and the same should be provided during warranty & CMC period.					
	17) Should have future scalability option for the charting system when the no.of OT's increase in future. Unit price to be quoted separately for connection of individual OT's along with required hardware & software.					
	18) Charting solution should be offered from the same manufacturer of Anaesthesia Workstation.					
	Added Para: BOQ for Integrated Documentation System :					
	1) Integrated Documentation System (as per technical specifications) - 1 Set					
	2) Additional PC / Screen (Touch and/or Keyboard) mounted on Anesthesia Machine for running the Charting solution - 1 No along with each Anaesthesia Workstation					

	<p>3) Unit price of Server (as per tender specification) should be quoted separately. However, 15 Nos. of servers will be considered for ranking purpose.</p>					
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Reply to the Technical Pre-bid Representation

Item Name: TMT Machine (Stress test system)				
(Clause No & Page No)	Tender Specification	Representations Received from the bidders	Justification from the bidder for the representation	Committee Recommendation
Point no. 3.3 , Pg No. 1	Should provide standard Full Interpretation of Supine ECG with reasoning	Add– QT Dispersion – Averaged measurements System should also have vector analysis	Justification : These softwares help for Analysis of any sudden SCD	No Change
Point no. 3.7 , Pg No. 1	System should have full disclosure play back, review and storage of patient ECG raw data for unlimited numbers depending upon size of the hard disk.	System should have full disclosure play back after test , review and storage of patient ECG raw data for unlimited numbers depending upon size of the hard disk.	No justification provided	System should have full disclosure play back after test , review and storage of patient ECG raw data for unlimited numbers depending upon size of the hard disk.
Point no. 3.10 , Pg No. 1	System must have ECG trigger output to interface with external automatic devices.	remove this point	Justification : Kindly delete this point for wider participation	No Change
Point no. 3.11 , Pg No. 1	Heavy Duty Treadmill: Noise free Treadmill with speed ranging from 0.5 to 20 kmph and grade of 0 – 22%. The system and treadmill should be from the same manufacturer	Heavy Duty Treadmill: Noise free Treadmill with speed ranging, zero-start, 0.16 to 19 km/h and grade of 0 – 25%.	No justification provided	Heavy Duty Treadmill: Noise free Treadmill with speed ranging from 0 to 19 kmph and grade of 0 – 22% . The system and treadmill should be from the same manufacturer

Point no. 4 , Pg No. 2	Defibrillator	REQUEST FOR AMENDMENT : Request to delete Defibrillator from the TMT Machine, as TMT with Defibrillator is provided from a single company, as Defibrillator is a separate equipment which are not manufactured by us and it will restrict the participation. Also would like to inform that these specifications with defibrillator will restrict Indian Manufacturer to participate. We being Indian Manufacturer request to delete the Defibrillator from the TMT Machine test.	No justification provided	No Change Clarified as "Defibrillator can be supplied by the bidder from another manufacturer; but the price, warranty, CMC should be coordinated by the bidder and the same should be included in the quoted price."
Point no. 4.7 , Pg No. 2	Should have defibrillator testing facility	ADD : Defibrillator should be provided with Suitable Trolley to mount the machine	No justification provided	Added Para : Defibrillator should be provided with Suitable Trolley to mount the machine
Point no. 6.3 , Pg No. 2	Suitable Servo controlled Stabilizer for Treadmill	Add : Stress Test, Treadmill & Automatic Digital NIBP measurement should be of same make	No justification provided	No Change
Point no. 7.1 , Pg No. 2	The treadmill and software should be USFDA / European CE (with 4 digit notified body number) / BIS approved	The Stress Test Workstation should be European CE (with 4 digit notified body number). The Treadmill should atleast have IEC 60601-1	No justification provided	No Change

Reply to the Commercial Pre-bid Representation

Tender	Clause	Representation	Reply
GEM/2023/B /3589248 (Anesthesia work station)	Minimum average annual turnover of the bidder should be 50 % of the estimated cost (i.e. 85.50Cr).	Minimum average annual turnover of the bidder should be Rs. 30 Cr. in last three financial year ending on 31st march 2023.	This criteria is based on the standard Qualification criteria approved by Competent Authority for PCD tenders.

Section-I

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. Procurement & Consultancy Services Division of HLL Infra Tech Services Limited, for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites bids, from eligible and qualified renderers' for supply, installation and commissioning of medical equipments for the various AIIMS and GMC's getting established under PMSSY Phase-IV & V:

Name of the Item	Qty.	Department	Total Estimated cost (₹)	Bid Security (EMD) (₹)	Warranty period	CMC period
Anaesthesia work station	285	Anesthesia	1,710,000,000.00	34,200,000.00	5 Years	5 Years

Any document which has asked for physical submission, except EMD, the End date & time will be same as given for online submission of bid.	
Venue for physical submission	<i>Tender Box located at:</i> HLL Infra Tech Services Ltd. B-14 A Sec-62, Noida- 201307
Corrigendum to Tender Enquiry Document / Bid Document	At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it. Corrigendum will be notified through GEM PORTAL only.
Clarification of Tender Enquiry Document / Bid Document	A bidder requiring any clarification or elucidation on any issue of the Tender/Bid Enquiry Document may take up the same with the purchaser through GEM Portal only . The purchaser will respond through GEM Portal to such request provided the same is uploaded within the time schedule mentioned in "Critical Date Sheet".

The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original EMD within tender closing date & time. However, If EMD/BG validity is short as per tender requirement, 2 weeks' time from the date of tender opening will be provided to the bidder for re-submission/correction of the submitted EMD/BG.

Availability of Funds

Expenditure to be incurred for the proposed purchase will be met from the funds available with the Buyer.

2. Language of Bid

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

3. Amendments to a Bidding documents

At any time prior to the deadline for submission of bids, the buyer may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it and the same shall be binding on the bidders.

4. Documents comprising the e-Bid

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

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

- (i) Pre-qualification and Technical compliance as per following documents (**ONLY Online submissions for all the documents.**)
- a) 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).
 - b) Bid Form as per Section VII.
 - c) Compliance of all terms and conditions of TED, like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc.
 - d) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
 - e) Copy of PAN and GST
 - f) Certificate of Incorporation or a Declaration in case the firm is being a proprietary one.
 - g) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed from March/June 2018 onwards, in pdf format.
 - h) Name, address and details of account with respect to bidder and/or beneficiary.
 - i) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section VI.
 - j) 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.
 - k) Product catalogues/original Data Sheets for all quoted items.
 - l) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.
 - m) Earnest money furnished in accordance with GIT clause 34 alternatively, documentary evidence as per GIT clause 34 for claiming exemption from payment of earnest money.

B) Price Tender:

Price Schedule(s) as per prescribed format provided in the portal. **Bidders are advised to quote price as per technical specification. However detailed breakup of quoted price should be provided in Price Format - A (in pdf) and uploaded in the prescribed place on online GeM portal. The price quoted in the prescribed field on GeM portal will be considered for ranking purpose.**

Total price quoted in Price Format - A (in pdf) must match with the price quoted in GeM portal.

CMC price must be filled in the prescribed field in GeM portal.

Price Format - A (Price offered in INR)

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Description of goods as per specification and/or BOQ	Make/Model	Country of Origin	HS/HSN Code	Unit of measurement	Quantity per set of equipment	Unit Price at Consignee Site (excluding GST)	Applicable GST (%)	Applicable GST value/unit (8 x 9)	Unit Price at Consignee Site (8+10)	Total Price at Consignee Site (7 x 11)
										Total Price per set of equipment	

Total value of Offer (total per set of equipment x number of equipment as per List of requirement) in INR consideration: Rs. _____

(Total value in words):

Note:

- All the information must be entered in the relevant columns
- Any Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee site has to be mentioned as a separate line item with HSN Code and applicable GST based on nature of the work.
- Total price quoted in Price Format - A (in pdf) must match with the price quoted on online GeM portal.
- Any other goods and/or services not separately mentioned in the BOQ of 'Price Bid Format A' but asked in the technical specification, price of the same shall be deemed to be covered in the price offer.

Price Format - B (Price offered in INR for Optional items only)

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Description of goods as per specification and/or BOQ	Make/Model	Country of Origin	HS/HSN Code	Unit of measurement	Quantity per set of equipment	Unit Price at Consignee Site (excluding GST)	Applicable GST (%)	Applicable GST value/unit (8 x 9)	Unit Price at Consignee Site (8+10)	Total Price at Consignee Site (7 x 11)
										Total Price per set of equipment	

Note:

- All the information must be entered in the relevant columns
- Price quoted in Price Format - B (Price offered in INR for Optional items) will not be considered for ranking purpose.

5.1 GST (Goods & Services Tax)

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to maximum of quoted GST%.

6. Scrutiny of Bids

6.1 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;

- (i) Bid form as per Section VII not enclosed.
- (ii) Bid validity is shorter than the required period.
- (iii) Required EMD or its exemption documents have not been provided.
- (iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the desired Manufacturer's Authorization Form as per Section XIII.
- (v) Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like delivery terms, delivery schedule, payment terms, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
- (vi) Poor/unsatisfactory past performance.
- (vii) Bidder does not meet the asked technical criteria of the Goods in tender

7. Minor Informality/Irregularity/Non-Conformity

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

8. Qualification Criteria

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

9. Bidder's capability to perform the contract

9.1 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser/buyer as incorporated in the Bidding Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser/buyer.

10. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

12. Bid Security Declaration:

- 12.1 With respect to provisions contained in the Bid document regarding submission of Bid security declaration, interested bidders are required to sign "Bid Security Declaration" as per Section XII.

SECTION – II

SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

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

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

Pre Bid Meeting

Through Video conferencing

Clarification of Bid documents

A tenderer requiring any clarification or elucidation on any issue of the bid 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 **one day prior to the pre-bid meeting**. **Any queries/representations received later shall not be taken into cognizance.**

SECTION - III

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

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser/buyer'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/buyer in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser/buyer, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser/buyer, the purchaser/buyer 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/buyer.

4. Country of Origin

- 4.2 The country of origin may be specified in the bid.

5. Performance Security

- 5.1 Within Twenty one (21) days from date of the issue of contract by the Purchaser/buyer, the supplier, shall furnish Performance Security to the Purchaser/buyer for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section IX of this document in favour of the Purchaser/buyer. The validity of the Fixed

Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

- 5.3 In the event of any failure/default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CAMC security as per Performa in Section IX, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Comprehensive Annual Maintenance Contract with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub clause above, the Purchaser/buyer will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CAMC security in favour of concerned Director AIIMS.

6. Technical Specifications and Standards

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

7. Packing and Marking

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

- a. Contract number and date
- b. Brief description of goods including quantity
- c. Packing list reference number
- d. Country of origin of goods

- e. Consignee's name and full address and
- f. Supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser/buyer and/or its nominated representative(s) will, without any extra cost to the purchaser/buyer, 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/buyer shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser/buyer and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser/buyer.
- 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/buyer and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser/buyer's inspector well ahead of the contractual delivery period, so that the purchaser'/buyer's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser/buyer'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/buyer's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the

purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”

- 8.7 Goods accepted by the purchaser/buyer and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/buyer right to reject the same later, if found deficient in terms of the warranty clause of the contract.

9. Terms of Delivery

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

10. Transportation of Goods

- 10.1 Instructions for transportation of goods offered:

The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser.

11. Insurance

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

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

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

Note: Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of **Consignee** or M/s HLL Infra Tech Services Limited, covering all risks basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.

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

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

13. Incidental services

13.1 The supplier shall be required to perform the following services:

- i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- ii) Turnkey work (if any).
- iii) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.
- iv) Supplying required number of operation & maintenance manual for the goods.

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

The supplier shall send all the relevant dispatch documents well in time to enable the purchaser/buyer clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

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

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

15. Warranty and CAMC

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser/buyer 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/buyer's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 15.2 The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.
- 15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.
- 15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-
 - All kinds of Motors.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kinds of sensors.
 - All kinds of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
- 15.5 In case of any claim arising out of this warranty and CAMC period the Purchaser/Consignee shall promptly notify the same in writing to the supplier.
- 15.6 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser/buyer for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per conditions laid down in the Bidding Document.
- 15.7 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be up to the completion of the original warranty period of the main equipment.
- 15.8 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser/buyer may proceed to take such remedial action(s) as deemed fit by the purchaser/buyer, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser/buyer may have against the supplier.
- 15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser/buyer and the Supplier for the period as mentioned in Bidding Document after the completion of warranty period.

15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser/buyer for 10 years from the date of installation and handing over.

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

16. Assignment

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

17. Sub Contracts

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

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

18. Modification of Contract

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

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser/buyer,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of dispatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser/buyer 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/buyer the supplier shall convey its views to the Purchaser/buyer within twenty-one days from the date of the supplier's receipt of the Purchaser/buyer's amendment/modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the

supplier in its bid and incorporated in the contract except for any price adjustment authorized.

20. Taxes and Duties

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

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

A) Payment for Indigenous Goods (M&E).

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

a) On delivery:

Seventy percent (75%) payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;(Invoice must be raised in favour of Consignee with their GSTN)
- (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) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Manufacturer's warranty certificate.

b) On Acceptance:

Balance Twenty percent (25%) payment of the delivered goods value would be made against 'Final Acceptance Certificate' (FAC) 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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

NOTE: Invoice should indicate bill to consignee and ship to as: Place to supply. Supplier shall ensure that the invoice is raised in the name of consignee with GSTIN of consignee only. Subsequent to delivery and acceptance of the goods the bills and documents mentioned above shall be forwarded to M/s HITES, Noida for release of payment.

B) Payment of Civil/Electrical Works at site: The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per

prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

C) Payment for Comprehensive Annual Maintenance Contract Charges: The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment valid till 3 months after expiry of entire CAMC period.

D) Payment of other services, installation commissioning charges:- Payment of other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee.

22. Delivery

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/buyer in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.

22.2 Subject to the provisions, 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/buyer in writing about the same and its likely duration and make a request to the Purchaser/buyer for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/buyer 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/buyer shall recover from the supplier, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of

the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

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

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

22.6 Passing of Property

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

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

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

23. Liquidated Damages

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

Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.

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

24. Termination for Default

24.1 The Purchaser/buyer without prejudice to any other contractual rights and remedies available to it the Purchaser/buyer, 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/buyer pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 The Performance Security in such cases will be forfeited.

24.3 Unless otherwise instructed by the Purchaser/buyer, 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/buyer 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/buyer.

26. Force Majeure

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

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

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/buyer in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/buyer 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/buyer is unable to fulfil its contractual commitment and responsibility, the Purchaser/buyer 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/buyer reserves the right to terminate the contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/buyer. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/buyer following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/buyer 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. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

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

30. Resolution of Disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/buyer 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/buyer or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

30.3 In the case of a dispute or difference arising between the Purchaser/buyer and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).

30.4 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

30.5 **Jurisdiction of the court** will be from the place where the Bidding Document has been issued, i.e., New Delhi, India.

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser/buyer 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/buyer, pending finalization or adjudication of any such claim.

32.2 It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser/buyer, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. Fall Clause

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

34. Earnest Money Deposit (EMD):

34.1 The tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 34.7 below.

34.2 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.

34.3 The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Fixed Deposit Receipt
- iii) Banker's cheque and
- iv) Bank Guarantee

- 34.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HLL Infra Tech Services Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 34.5 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 is **730 days**, the EMD shall be valid for **775 days** from Techno – Commercial Tender opening date.
- 34.6 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.
- 34.7 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.
- 34.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.
- 34.9 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.
Bank Details: HDFC BANK LTD, NOIDA, UTTAR PRADESH
IFSC Code: HDFC0000088

35 Tender Validity

- 35.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of **730 days** (Seven hundred Thirty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 35.2 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, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 35.3 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.

36 Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/Consignee

Failure of the successful tenderer in providing performance security, Proforma Invoice and / or returning contract copy duly signed in terms of as per tender shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as deemed fit by purchaser.

SECTION – IV

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.

The applicable period of warranty & CAMC shall be as mentioned in the Bidding Document.

SECTION- V

LIST OF REQUIREMENTS

Part I:

Name of the Item	Qty.	Department	Total Estimated cost (₹)	Bid Security (EMD) (₹)	Warranty period	CMC period
Anaesthesia work station	285	Anesthesia	1,710,000,000.00	34,200,000.00	5 Years	5 Years

Part II: Required Delivery Schedule:

Delivery period

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

60 days from date of Notification of Award to delivery at consignee site or within 30 days from the date of site readiness, whichever is later. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.

Installation and commissioning shall be done within 30 days of receipt of the stores/ goods at site or within 30 days of handing over the site for installation, whichever is later.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

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

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

Part V: Warranty period will start from the date of installation, commissioning and acceptance.

Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

Part VI: Required Terms of Delivery and Destination.

Free Delivery at Consignee's Site(s)

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

Sl. No.	Name of Hospital and Address	State
1.	AIIMS, Gorakhpur	Uttar Pradesh
2.	AIIMS, Mangalagiri	Andhra Pradesh
3	AIIMS Kalyani	West Bengal
4	AIIMS Guwahati	Assam
5	AIIMS Nagpur	Maharashtra
6	AIIMS Bathinda	Punjab
7	AIIMS Bibinagar	Telangana
8	AIIMS Samba	Jammu & Kashmir
9	AIIMS Deogarh	Jharkhand
10	AIIMS Pulwama	Jammu & Kashmir
11	AIIMS Rajkot	Gujarat
12	AIIMS Raebareli	Uttar Pradesh
13	Any new AIIMS/GMC's getting established under PMSSY Project	

SECTION - VI

QUALIFICATION CRITERIA

1. The bidders must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of “Manufacturer Authorization Form” as given in the bidding document to quote and enter into a contractual obligation.
2. (a) The Manufacturer should have supplied and installed (performed self or through any of its reseller) in last Five years from the date of Tender Opening, at least 40% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.

(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.

Note: In support of 2(a) & 2(b) above , the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’. The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender. In case of GeM contract, Consignee Receipt & Acceptance Certificate (CR&AC) will also be considered as performance certificate.

3. Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 and its subsequent amendment thereof. Only Class-I and Class-II Local suppliers as per MII order dated 16.02.2021 and its subsequent amendment thereof (Annexure-I) will be eligible to bid. Non - Local suppliers as per MII order dated 16.02.2021(Annexure-I) are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE

and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

5. The Purchaser/buyer reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.
6. The Purchaser may ask for a sample to be sent for approval within 07 days from the date of issuance of Notification of Award/Contract, before delivery of bulk manufacturing/supplies of goods.
7. Price must be quoted in INR only.
8. Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.

Bidder should submit following declaration on their letter head regarding GFR Rule 144 (xi) as per Department of Expenditure, Ministry of Finance Notification F.No.6/18/2019-PPD dated 23-Feb-2023 and its subsequent amendments/clarification, if any:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that **(bidder name)** is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that **(bidder name)** fulfils all requirements in this regard and is eligible to be considered."

or

Evidence of valid registration by the Competent Authority shall be attached if applicable.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. [Applicable for Works contracts, including Turnkey contracts]

9. The minimum average annual financial turnover of the bidder during the last three years, ending on 31 st March of the previous financial year*, should be at least 50% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) 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."

In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

**For tenders floated in first two quarters of the financial year of 2023-24, then average annual financial turnover will be considered for last three years, ending on 31st March 2022. For tenders floated in last two quarters of the financial year of 2023-24, then average annual financial turnover will be considered for last three years, ending on 31st March 2023.*

10. The Bidder should submit a 'Credit Limit Certificate' of at least 60% of the Tender estimated value; (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a "**Scheduled Commercial Bank as per list issued by RBI from time to time**". The credit limit certificate must be valid at the time of tender opening or the date of issuance of credit limit certificate should not be older than 12(twelve) months at the time of tender opening.
11. The bidders/ firms identifying as MSE and or start-up firms are exempted from fulfilling criteria at Sl. No. 1, 2 and 3 stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements. In case any bidder is seeking exemption from above criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
12. Under MSE category, only manufacturers for goods are eligible for exemption from EMD and exempted from fulfilling criteria at Sl. No. 2, 9 and 10 stated above. Traders are excluded from the purview of this Policy.

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

TE No. : _____

Date of Bid Opening : _____

Name and address of the Bidder : _____

Name and address of the Manufacturer : _____

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

We hereby certify that the details of all orders received in last 3 years of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name _____

Business Address _____

Signature of Bidder _____

Place: _____

Seal of the Bidder _____

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

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

PROFORMA 'B'

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

AFFIDAVITE FOR LAND BORDER SHARING DECLARATION

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

Date:

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

- i) Actual Manufacturing Site:

- ii) Legal Manufacturing Site:

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

- i) We, M/s.(*Name of the Bidder*) have read the above order and; I certify that our company (as a bidder), our Manufacturer's Authorization firm M/s. (if applicable) and the quoted item against the above tender:
 - is not from such country *OR* not a subsidiary of an entity from such country
or,
 - if from such a country, has been registered with the Competent Authority (*if applicable, registration from Competent Authority is to be enclosed*).

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

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

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

Seal & Signature

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

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

SECTION – VII

BID FORM

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

Ref. Your Bid no. _____ due for opening on _____

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

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of “General Conditions Contract” read with modification, if any “Special Conditions of Contract”, in Section – V and all other terms and conditions as mentioned in bidding document for due performance of the contract.

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

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.
We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

We confirm that we fully agree to the terms and conditions specified in the above mentioned bid document, including amendment/ corrigendum if any.
“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security.”

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

SECTION – VIII

MANUFACTURER'S AUTHORISATION FORM

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

Dear Sir,

Ref: Your Bid no. _____ dated _____

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

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

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

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

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

Yours faithfully,

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

Note:

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

SECTION – IX

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CAMC SECURITY

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

has undertaken, in pursuance of Purchase Order/ Contract no _____ dated _____ to supply _____ (*insert description of goods and services*) (Hereinafter called “the Contract”).

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

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

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

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

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

This guarantee will remain in force upto _____ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security*) and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
Name and designation of the officer

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

SECTION – X

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

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

SECTION – XI

CONSIGNEE ACCEPTANCE CERTIFICATE

(To be given by consignee’s authorized representative)

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

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

OR

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

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

Seal of the
Consignee:_____

SECTION – XII

Bid Security Declaration

Whereas _____ (herein called the “Bidder”) has submitted its bid dated _____ for the goods _____ (herein called the “bid”) against Bid Ref.No. _____

The conditions of the obligationare:

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

We will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids

Signature and seal of the Bidder

To be enclosed with Techno-Commercial Bid

ANNEXURE-

△

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 inquiry.

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 offers 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

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

Dated 16th February, 2021
Shastri Bhawan, New Delhi

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

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

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

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

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

1. **Local Content:** 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
2. **Class-I Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
3. **Class-II local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 25% but less than 50%.

Cont.....02

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

5. Verification of Local Content:

- a. The 'Class-I local supplier'/ Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The following Committee is being formed for independent verification of self-declarations and auditor's/accountant's certificate on random basis and in the case of complaints-

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

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

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

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

Cont....03

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

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

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

Copy to:

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