



**TENDER DOCUMENT FOR
SUPPLY & INSTALLATION OF DG SET**

DOCUMENT No. NPI / 110729 / ELC / TD / 02 A

REVISION No. 03

MAY 2013

PROJECT:

REVIVAL OF BCG VACCINES FACILITY

AT

GUINDY, CHENNAI

(PROJECT No. 110729)





Project :		TENDER DOCUMENT FOR SUPPLY & INSTALLATION OF DG SET AT BCGVL GUINDY	Revision No. : 03
Project-No :	110729	DOCUMENT NO. NPI/110729/ELC/TD/02A	Date : 15.05.2013

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CHAPTER 1.1

GENERAL INFORMATION

1.1 GENERAL INFORMATION

CLIENT & PROJECT LOCATION

" BCG Vaccine Laboratory,
Guindy, Chennai-600032,
TamilNadu, Ph: 044-22500476"

PROJECT MANAGEMENT CONSULTANT

HLL Lifecare Limited
C/o HLL Biotech Limited,
Ticel Biopark Campus (Module no. 013- 015),
CSIR Road, Taramani,
Chennai- 600 113
Contact No: 044 22544949/74/70, Fax – 044 22540101

PROJECT TITLE

Revival of BCG Vaccine Laboratory

NNE Pharmaplan India Limited

Noida :
B-15, Sector 2
Noida – 201 301
Tel: 0120 – 4775100, Fax: 0120 – 4775200
email: projects@pharmaplan.co.in

CONSULTANT

Bangalore Office:
12, Achiah Shetty Layout
R.M.V. Extension
Sadashivanagar
Bangalore – 560080
Tel.: 080 - 23614415
Email: email.bglr@pharmaplan.co.in

CLIMATE



:


Maximum Temperature: 39.4°C
Minimum Temperature: 18.3°C

ACCESS TO SITE

:



By Road.
Nearest Railway Station is Chennai
Nearest airport is Chennai


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CHAPTER 2.1



TENDER ENQUIRY DOCUMENT


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SECTION I
Notice Inviting Tender (NIT)

**HLL LIFECARE LIMITED INVITES TENDERS
FOR
SUPPLY & INSTALLATION OF DG SET PERTAINING
TO THE REVIVAL PROJECT OF BCG VACCINE MANUFACTURING FACILITY AT BCGVL
GUINDY UNDER TWO BID SYSTEM**

Tenders are invited from vendors for supply and installation of following equipment:

Schedule. No	ITEM (PACKAGE)	QTY	EMD (Rs)
I	625 KVA, 415V, 3Phase 4 Wire , 50 Hz DG set, Radiator cooled with alternator complete with acoustic enclosure, exhaust system, and all other basic accessories etc ,as specified in the technical specification & bill of quantity in this tender.	As per Bill of Quantity described in chapter 2.6	Rs 2,00,000/- (Rupees Two lakhs Only)


Note:


The list may vary (increase / decrease) during order finalisation.

Details regarding important dates are as follows:

SI No.	Description	Schedule
i.	Pre Bid Meeting Date & Time	23 rd May 2013 at 11.30 Hrs
ii.	Pre Bid Meeting Venue	HLL Lifecare Limited, C/o HLL Biotech Limited, Tichel Biopark Campus (Module no. 015),CSIR Road, Taramani, Chennai- 600 113
iii.	Closing date & time for receipt of Tender	7 th June 2013, 15:30 Hrs
iv.	Time and date of opening of Technical Bids	7 th June, 2013, 16:00 Hrs
v.	Venue of Opening of Techno Commercial Tender	HLL Lifecare Limited, C/o HLL Biotech Limited, Tichel Biopark Campus (Module no. 015),CSIR Road, Taramani, Chennai- 600 113



Interested parties may visit www.lifecarehll.com / www.mohfw.nic.in & <http://eprocure.gov.in/cppp> to download the Tender. Subsequent amendments/ addendum if any will be published in these websites, The parties are advised to visit the website regularly for updates. Tenders in sealed envelopes super scribing "Tender for Supply & Installation of DG sets for BCG Vaccine Facility" may be submitted to the address mentioned in Serial no. v of the table above.


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DECLARATION


This Design and Tender document has been prepared keeping in view the frozen process, GMP requirements and project parameters. The Tender is being issued for inviting quotes and selecting the vendor / contractor for the job.

Prospective vendors / contactors are suggested to go through the contents in detail and are requested to come out with their queries / suggested rectifications and / or modifications if any. Such changes / suggestions would be considered if found acceptable according to cGMP and project requirements already frozen. Chosen vendors / contractors would be brought at par – TECHNICALLY, before invitation by the client for commercial negotiations.

This tender shall be the basis and guideline for the scope of job. It may not necessarily be complete in design and details for the execution. The contractor shall follow the execution drawings prepared and distributed hereafter for execution. The design and drawings distributed hereafter shall supercede the details provided in this design & tender document. All the design and drawings prepared by the selected vendors shall need to be submitted to employer and consultant for the final approval before execution.



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INSTRUCTIONS TO BIDDERS


1. The successful bidder will have to enter into a written Contract / Agreement with the Employer, the terms and conditions of which are enclosed herewith.
2. Bidder must fill in all blank spaces in the Bill of Quantities of the tender for which quantities have been indicated in near, legible and correct entries, both in figures as well as in words. Alterations, erasures and indistinct figures should be avoided. Failure to quote against all the items could render the tender liable to rejection.
3. The tender should be signed in long hand, dated and witnessed at all places provided therein. Also all pages, drawings, corrections/alterations should be initialed / stamped.
4. Bidder must be careful to deliver a bonafide tender. Any tender which proposes any alterations to any of the conditions laid down which proposes any other conditions or any description whatsoever is liable to be rejected.
5. Intimation of tenders' quotation by a telegram/fax will not be considered.
6. Tenders must be accompanied by a certified true copy of the Power of Attorney in favour of the signatory to the tender which inter-alia should empower him/her to bind the firm to Arbitration Clause given in the Articles of Agreement and Contract conditions.
7. In case a blank tender is being submitted, it should be marked prominently '**BLANK**' on the envelope and signed by the authorized person.
8. In view of postal and other delays, the tenders should be posted sufficiently in advance of the last date fixed for receipt of tenders or be sent by a special messenger. Tender received late shall be liable for rejection.
9. **It must be clearly understood that the contract is an Item wise contract.**
10. The prices shall be quoted for all items and shall be firm. The amount shall include all plant, layout, materials, all temporary works, supervision, taxes, duties, levies, insurance, transportation and every incidental and contingent cost and charges whatsoever required to complete the item of work in all respects conforming to related specifications, drawings etc.

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11. Prices shall be written in ink and shall be entered both in figures and words. In case of discrepancy the figure quoted in words shall be taken as accurate. In case of any discrepancy in the unit and amount, the unit rate shall be taken as accurate.
12. Prices quoted by the bidder shall be firm and valid even if the contract is split in two or more parts among different bidders.
13. The bidder shall be deemed to have been allowed in his rates and prices for the provision, maintenance and final removal of all temporary works of whatsoever nature. No specific item of any or particular temporary shed/work will be measured and paid for separately.
14. The bidder shall include the proposed quality assurance program containing overall quality management and procedural requirements to be adhered to during the execution of the contract to maintain effective quality assurance system as outlined by the recognized codes for various works in their offer, along with quality assurance manual, officials responsible for the same and their organizational approach for quality control.
15. Bidder should furnish the following details along with their offer : -
- Quality Assurance plan
 - Bar chart / Project schedule

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A. PREAMBLE

1. Definitions and Abbreviations:


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


1.2. Definitions:

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

1.3 Abbreviations:

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract



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- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "MOH&FW" means Ministry of Health & Family Welfare, Government of India.
- (xxiii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxiv) "RT" means Re-Tender.

2. Introduction

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

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3. Availability of Funds

3.1 Deleted.

4. Language of Tender

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

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

5. Eligible Tenderers

5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified against clause 17 of GIT Sec. II in this document.

6. Eligible Goods and Services

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

7. Tendering Expense



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


B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements

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- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer's Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee / purchaser
- Section XIX – Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List

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

9. Amendments to TE documents


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


9.2 Such an amendment will be notified in the website of www.lifecarehll.com. Interested parties are advised to regularly visit the website for further updates.

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

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may communicate the same to the Vice President (Projects), HLL Lifecare Limited at eas@lifecarehll.com.

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C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The **Two Bid System**, i.e. "Technical Bid" and "Price Bid" prepared by the tenderer shall comprise the following:

A) Technical Bid (Un priced Bid)

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (Un priced).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Power of attorney in favour of the signatory of the tender document.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XI filled up with all the details including Make, Model, etc. of the goods offered with prices blank (without indicating any prices).
- ix) Deleted
- x) Checklist as per Section XX.

B) Price Bid:

The information given in clause no. 11.1 A) ii) & viii) above should be reproduced with the prices indicated.

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.



11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.


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

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

12. Tender Currency

12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

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12.2 Deleted

12.3 Deleted

13 Tender Prices

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

13.2 Deleted

13.3 Deleted

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

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



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


13.4.2

a) Deleted;

b) Deleted

c) Deleted

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d) Deleted

e) Deleted

f) Deleted

g) Deleted

h) Deleted.

13.5

13.5.1 Deleted

13.5.2

a) Deleted

b) Deleted

c) Deleted

13.5.3 Deleted

13.5.4 Deleted

13.5.5 Deleted

13.6 Deleted

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

13.8 Deleted.



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


14. Deleted

15 Firm Price

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

15.2 Deleted

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16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
16.2 -Deleted-

17 Documents Establishing Tenderer's Eligibility and Qualifications


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


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

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown under chapter 2.4 (schedule of Fiscal aspects). The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.

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19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with NSIC). The EMD should be furnished in the name of "**HLL Lifecare Limited, payable at Trivandrum**".

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

i) Account Payee Demand Draft

OR

ii) Bank Guarantee

19.4 The demand draft shall be drawn on any commercial bank in India, in favour of the "**HLL Lifecare Limited**" payable at Trivandrum. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India as per the format specified under Section XIII of this Tender Document.

19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Technical Bid opening date.

19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.



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


19.8 Deleted

20. Tender Validity

20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One Hundred And Twenty Days) from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who

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agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

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

21. Signing and Sealing of Tender

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


21.2 -Deleted-


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

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

21.5 The tenderer should seal the tender and write the address of the purchaser and the tender reference number on the envelope. The sentence "NOT TO BE OPENED" before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

21.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as '**Technical Bid**', and the second part '**Price Bid**' as specified in clause 11 of GIT. Tenderer shall seal '**Technical Bid**' and '**Price Bid**' separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

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D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 Unless otherwise specified, the tenders are to be submitted to

The Vice President (Projects), HLL Lifecare Limited, C/o- HLL Biotech Limited, Tichel Biopark Campus (Module no.015), CSIR Road, Taramani, Chennai- 600 113, Contact No: 044 22544949.

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

23. Late Tender

23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored and not considered.

24. Alteration and Withdrawal of Tender

24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING



25. Opening of Tenders


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

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

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

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

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- 25.3 Two - Tender system as mentioned in para 21.6 above will be as follows. The **Technical Bid** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Technical Bid opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the **Price Bid** of only the Technically qualified offers (**as decided in the first stage**) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.



F. SCRUTINY AND EVALUATION OF TENDERS


26. Basic Principle

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

27. Preliminary Scrutiny of Tenders

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

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

- (i) Tender form as per Section X (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.) / exemption documents have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

28. Minor Infirmary /Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer , asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.


29 Discrepancies in Prices


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

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

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

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

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30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

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

32. Deleted

32.1 Deleted

33. Schedule/ Package -wise Evaluation

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

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on) Free on Road (FOR) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

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

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

i) Deleted



ii) Deleted


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

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

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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



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


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

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded 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 after one year from the Date of Notification of Award.

41. Notification of Award

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

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the EMD will forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

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

42. Issue of Contract

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

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

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

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

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

44. Return of E M D

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

45. Publication of Tender Result

45.1 Deleted.



46. Corrupt or Fraudulent Practices


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

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

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

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after

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Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

47. Integrity Pact (IP)

The Integrity Pact (IP) will be one of the conditions in this tender enquiry. It will be considered to be a material deviation resulting into ignoring and rejecting the tender if the tenderers do not agree to accept it. The detailed terms of the IP are given below:

The Public Authority commits that:



- No official will demand or accept any illicit gratification to give any of the parties an advantage at any stage of the project.
- all necessary and appropriate technical, legal and administrative information related to the contract will be made public
- none of the officials will make available confidential information to a bidder/contractor to give unfair advantage in the contract
- declaration by all concerned officials any conflict of interest and disclosure of own and family assets
- officials will report to appropriate government authority about any breach/attempt to breach a commitment.


The Bidder commits that:

- they will not offer any illicit gratification to obtain unfair advantage
- they will not collude with other parties to impair transparency and fairness
- they will not accept any advantage in exchange for unprofessional behavior
- will disclose all payments made to agents and intermediaries
- it will demonstrate existence of organization-wide code of conduct forbidding unethical practices

Penalties:


For failure to implement IP, officials will be subject to penal action and bidders will face cancellation of contract, forfeiture of bond, liquidated damages and blacklisting. Action will not require criminal conviction but be based on "no-contest" after the evidence is made available or there can be no material doubts. Disputes in IP implementation would be resolved by arbitration detailed in IP.


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48. Paying Authority:

- 48.1 The payment for the supplies of stores / goods / equipments which including agency commission, turnkey, installation and commissioning and any other payment mentioned in the tender enquiry will be made by **"HLL Lifecare Limited"**.

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SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

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



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SECTION - IV

**GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES**

SI No.	Topic
1	Application
2	Use of contract documents and information
3	Patent Rights
4	Deleted
5	Performance Security
6	Technical Specifications and Standards
7	Packing and Marking
8	Inspection, Testing and Quality Control
9	Terms of Delivery
10	Transportation of Goods
11	Insurance
12	Spare parts
13	Incidental services
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods
15	Warranty
16	Assignment
17	Sub Contracts
18	Modification of contract
19	Prices
20	Taxes and Duties
21	Terms and mode of Payment
22	Delay in the supplier's performance
23	Liquidated Damages
24	Termination for default
25	Termination for insolvency
26	Force Majeure
27	Termination for convenience
28	Governing language
29	Notices
30	Resolution of disputes
31	Applicable Law
32	General/Miscellaneous Clauses

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SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information



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


3. Patent Rights

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

4. Deleted

- 4.1 Deleted.
- 4.2 Deleted
- 4.3 Deleted

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5. Performance Security

- 5.1 Within – 10 (ten) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 30 months from the date of Notification of Award.
- 5.2 The Performance security shall be denominated in Indian Rupees as detailed below:
- a) It shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser. The validity of the Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.
- 5.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

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7. Packing and Marking

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

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

7.3 Packing instructions:

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



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


8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test (FAT) the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection (FAT) and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

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

8.3 If during such inspections (FAT) 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

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either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Suppliers shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery



- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in **the Schedule of Fiscal Aspects.**


10. Transportation of Goods

- 10.1 Deleted
- 10.2 Transportation of domestic goods including goods already imported by the supplier to be done by the supplier himself and the goods to be delivered at the site of the consignee at his own risk and cost.

11. Insurance:

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

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i) In case of supply of domestic goods on consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till the completion of installation and commissioning of the goods .

ii) Deleted

12. Spare Parts

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

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

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

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

ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser / Consignee.

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

13. Incidental Services



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


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

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

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

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

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



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


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

- B) - Deleted

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for 2 (two) years after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.
- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover all wearable & non wearable components.
 - c. Replacement and repair will be under taken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action and to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination within 48 hours. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the

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purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions.



- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.


16. Assignment

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

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Deleted

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18. Modification of Contract

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

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

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

19. Prices

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

20. Taxes and Duties



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


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

20.3 No exemption certificate will be provided by the consignees for custom duty, central Excise duty etc.

20.4 No form 'D' to be issued for concessional CST as the same is no longer applicable.

20.5 The entry tax, if applicable, the exemption certificate will be issued.

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21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) Advance

An advance of 20% of the contract value shall be released against Bank guarantee for 110% of the advance amount and on submission of 10 % of the contract value as Security Deposit/ Performance Security in the form of Bank Guarantee from any scheduled commercial bank.

b) On delivery:

60 % of the contract 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;
- (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
- (vi) Certificate of origin.

c) On Acceptance:

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



B) Deleted


C) Deleted

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by the consignee.

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

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

21.4 Deleted

21.5 The payment shall be made in the currency authorised in the contract.

21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.

21.7 While claiming payment, the supplier has also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.8 Deleted

21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- Delay in supplies, if any, has been regularized.
- The contract price where it is subject to variation has been finalized.
- The supplier furnishes the following undertakings:



"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.


22. Delay in the supplier's performance

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- Imposition of liquidated damages,
- Forfeiture of its performance security and
- Termination of the contract for default.

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22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

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

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



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


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

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 5% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

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24. Termination for default


- 24.1 The Purchaser/Consignee , without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.


25. Termination for insolvency

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

26. Force Majeure

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

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

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

27. Termination for Convenience

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

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

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



28. Governing language


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

29. Notices

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

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

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30. Resolution of disputes



- 30.1 Disputes, if any, shall be invariably sorted out by mutual discussions and resolved. In case of disputes, not resolved by this process shall be referred to the Sole Arbitrator, to be appointed by the Chairman & Managing Director, of employer. The place of arbitration shall be Thiruvananthapuram. The award of the arbitrator shall be binding on both the parties.
- 30.2 Deleted
- 30.3 Venue of Arbitration: The venue of arbitration shall be – Thiruvananthapuram.


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. General/ Miscellaneous Clauses



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


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33. Integrity Pact

The Integrity Pact Annexed as Section-XXII shall be part and parcel of this tender and has to be signed by the bidder(s) at the pre tendering stage itself as a pre-bid obligation and should be submitted along with the financial & technical bids. All the bidders are bound to comply the Integrity Pact Clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

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SECTION – V


SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

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SECTION – VI

LIST OF REQUIREMENTS

Part I

Refer technical specifications and BOQ under Chapter 2.4 & Chapter 2.6 of tender.

Part II: Required Delivery Schedule:

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

As mentioned in Specification. The day starts from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period which will however not attract any preference for earlier delivery).

b) Deleted

Part III: Scope of Incidental Services:

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

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

Part V: Comprehensive Maintenance Contract (CMC) as per details in Technical Specification if mentioned .

Part VI: Required Terms of Delivery and Destination.



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


At Consignee Site

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

b) Deleted

Destination/Consignee details are given in Section XXI

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Section – VII


Technical Specifications


Note 1: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 under heading (c) preparation of tenders. The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it's tender is liable to be ignored.

Note 2: General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for .

Note 3: OPTIONAL ITEMS: Bidders are requested to quote for all the available options as asked in the bidding document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose. If the firm has not quoted for any optional item (except the items of turnkey) their offer will be treated as TECHNICALLY RESPONSIVE if otherwise meeting the specification.

Refer Chapter 2.3 & 2.4 for Design Criteria & Technical Specifications

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SECTION-VII

TECHNICAL SPECIFICATIONS

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

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

2. After Sales Service:



After sales service centre should be available at the city of CONSIGNEE on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 48 hrs. The service should be provided by Tenderer. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply. However if the manufacturer does not have the service centres in India will have to set up the same within 45 days after award of the contract.


3. Training:

On Site training to operators/ Technicians/ staff is to be provided by the Supplier for operation and maintenance of the equipment to the satisfaction of the consignee.

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period.
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose.
- d) The payment of CMC will be made on six monthly basis, after satisfactory completion of said period, duly certified by end user .
- e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.



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- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tendered shall examine the existing site where the equipment is to be installed. Turnkey details are given at the end of Technical Specification. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job for each site. The Turnkey costs may be quoted (Inclusive of all taxes /duties) in Indian Rupee will be added for Ranking Purpose.

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**Section – VIII
Quality Control Requirements**

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. Email ID
 - d. telephone number
 - f. fax number
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum



05 Total annual turn-over (value in Rupees) for the last three calendar years excluding the year of tender opening:


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

- 07 Test certificate held
 - a. . type test
 - b. . BIS/ISO certification
 - c. . any other

- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

09 please furnish documentation details with clarifications etc as asked for at the end of the equipment specification.

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Section – IX


Qualification Criteria (For every schedule Quoted)

1. The firm should have proven and demonstrable experience in supply and installation of DG sets for the **last five** years.
2. The firm should either be an Assembler or an Authorised dealer of assembler of the engine and alternator makes specified in the approved makes list in this tender.
3. The firm must have supplied, installed and commissioned at least 5 DG sets of 625 KVA or above during the last five years.
4. Turnover of the company must be minimum Rs 50 lakhs during any one of the last three financial year. Furnish the information under section B.
5. Net worth of the company should be positive during the last three financial years.

Note:



1. In support of above, the Tenderer shall furnish the details in the below tables.
2. The manufacturer as well as the Tenderer shall furnish Satisfactory Performance cum Installation Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section below.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment to similar/identical specification at a pre determined place acceptable to the purchaser for determining technical responsiveness, before the opening of the Price Bid.


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PROFORMA:


A. General information:	
1	Name of Company
2	Registration No.
3	Number of Years in Operation
4	Registered Address
5	Operating Address
6	Telephone No
7	Telefax
8	Email Address
9	SERVICE TAX No.
10	PAN No.
11	TIN No.

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B. FINANCE	
1	Name & Address of Banks and Branches used :
1.1	
1.2	
1.3	Documentary evidence (duly signed & stamped) must be enclosed. <input type="checkbox"/> Yes <input type="checkbox"/> no
3	What is your average annual invoiced sales value (based on past previous 5 year's records) for each of the type of equipments under consideration. Equipment Name: ----- (If more then one equipment, enclose the same separately)
3.1	Year 1 _____ (Value in Lakhs)
	Year 2 _____ (Value in Lakhs)
	Year 3 _____ (Value in Lakhs)
	Year 4 _____ (Value in Lakhs)
	Year 5 _____ (Value in Lakhs)
3.2	Documentary evidence (duly signed & stamped) must be enclosed. <input type="checkbox"/> Yes <input type="checkbox"/> no
4	Annual Turnover of the Firm/ company:
	2012 – 2011: _____ (Value in Lakhs)
4.1	2011 – 2010: _____ (Value in Lakhs)
	2010 – 2009: _____ (Value in Lakhs)
4.2	Documentary evidence (duly signed & stamped) must be enclosed. <input type="checkbox"/> Yes <input type="checkbox"/> no
5	Bidders are to submit copy of valid current Income Tax Return submitted, Sales Tax Registration failing which their offer may be liable to be rejected. <input type="checkbox"/> Yes <input type="checkbox"/> no

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C EXPERIENCE:						
1	Past Project Experience: The firm should have proven and demonstrable experience in supply and installation of DG sets of 625KVA or above in the last five years.					
Sr. No.	Year awarded	Project Name	Equipments Supplied	CONTRACT VALUE (INR)	CLIENT NAME & REFERENCE (Contact details)	
1.1						
1.2						
1.3						
1.4						
1.5						
1.6						
1.7						
1.8						
1.9						
1.10						
2	Details of Ongoing project:					
S. No.	Year awarded	Project Name	Equipments Supplied	CONTRACT VALUE (INR)	CLIENT NAME & REFERENCE (Contact details)	Remarks
2.1						
2.2						
2.3						
2.4						
2.5						
Documentary evidence of the same to be enclosed						<input type="checkbox"/> Yes <input type="checkbox"/> no

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D. QUALITY	
1	ISO CERTIFICATION
	<p>Is your company ISO certified, if so mention the certification number and enclose the photocopy of the certificate:</p> <p>ISO_____</p> <p>ISO_____</p> <p>ISO_____</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> no</p>
2	<p>Enclose the company Quality policy</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> no</p>
3	<p>The equipment supplied should comply with the following guidelines / standards.</p> <p>Note: Subject to the kind of equipment supplied.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> no</p>

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E. ATTACHMENTS		
S. No.	Please provide the following documents in your submissions:	Enclosed
1	Company Brochure / Literature	<input type="checkbox"/> Yes <input type="checkbox"/> no
2	Product profile	<input type="checkbox"/> Yes <input type="checkbox"/> no
3	Technical Details of equipments	<input type="checkbox"/> Yes <input type="checkbox"/> no
4	Name & Address of Banks and Branches used : (duly signed & stamped)	<input type="checkbox"/> Yes <input type="checkbox"/> no
5	Annual turnover for the following years	
	2012 – 2011: Balance sheet (duly signed & stamped)	<input type="checkbox"/> Yes <input type="checkbox"/> no
	2011 – 2010: Balance sheet (duly signed & stamped)	<input type="checkbox"/> Yes <input type="checkbox"/> no
	2010 – 2009: Balance sheet (duly signed & stamped)	<input type="checkbox"/> Yes <input type="checkbox"/> no
6	current Income Tax Return	<input type="checkbox"/> Yes <input type="checkbox"/> no
	Sales Tax Registration	<input type="checkbox"/> Yes <input type="checkbox"/> no
7	Past project experience: Completion certificate:	<input type="checkbox"/> Yes <input type="checkbox"/> no
8	Ongoing project details.	<input type="checkbox"/> Yes <input type="checkbox"/> no
9	ISO Certificates	<input type="checkbox"/> Yes <input type="checkbox"/> no
10	Company policies	<input type="checkbox"/> Yes <input type="checkbox"/> no



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E. ATTACHMENTS		
S. No.	Please provide the following documents in your submissions:	Enclosed
11	Equipment list / scope of supply	<input type="checkbox"/> Yes <input type="checkbox"/> no

Signature and seal of the Tenderer

** The documentary proof will be a certificate (enclosed) from the consignee/end user with cross-reference of order no. and date in the certificate duly notarised certification authenticating the correctness of the information furnished- If at any time, information furnished is proved to be false or incorrect, the earnest money and or performance security furnished will be forfeited .such certificates from a third party or middleman other than actual end user will not be accepted .

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FORMAT OF PERFORMANCE CERTIFICATE

To whom it may concern

Date. _____

Certified that M/s -----(name & address of the manufacturer) supplied us -----Nos (indicate quantity) of equipment, -----(indicate name of the equipment) against our order no -----dt -----(please indicate order no & date as figuring in the performance statement). The equipment was installed, commissioned & handed over to us on -----(indicate date) & since then the equipment has been working to our entire satisfaction.

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Section – X

TENDER FORM

Date _____
To _____

HLL Lifecare Limited, Trivandrum

Ref. Your TE document No. _____ dated _____

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

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

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

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



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


We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

(Signature with date)

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

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SECTION – XI PRICE SCHEDULE

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

1	2	3	4	5					6	
				Price per unit (Rs.)						
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration, Training, Documentation and Qualification) at the Consignee's site (e)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)

NB: Unit price shall be written in figures and words

Total Tender price in Rupees: _____

In words:

Note: -



1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The prices as quoted in the bill of quantity(Chapter 2.6) shall be attached in the price bid along with this price schedule summary.
3. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C


Name _____

Business Address _____

Place: _____ Signature of Tenderer _____

Date: _____ Seal of the Tenderer _____


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SECTION – XI PRICE SCHEDULE

B. PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

DELETED

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SECTION – XI PRICE SCHEDULE

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

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

* After completion of Warranty period


NOTE:-


- DG will operate for 4 hrs. daily, accordingly consider spare parts and related maintenance service work recommended by Engine Manufacturers for the following Services for 5 Years. Comprehensive Maintenance Contract (CMC)
 - B check @ every 250 hrs.or 300 hrs. running of DG set
 - C check @ every 1500 hrs. running of DG set
 - D check @ every 4500 hrs. running of DG set.
- In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
- The cost of Comprehensive Maintenance Contract (CMC) which includes preventive & breakdown maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
- The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- Cost of CMC will be added for Ranking/Evaluation purpose.
- The payment of CMC will be made as per clause GCC clause 21.1 (D).
- The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
- All software updates should be provided free of cost during CMC period.
- The stipulations in Technical Specification will supersede above provisions
- The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
- Agency commission may be shown in separate column in price schedule.

Name _____ Business Address _____

Place: _____ Signature of Tenderer _____


Date: _____ Seal of the Tenderer _____


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

DELETED

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SECTION – XII

QUESTIONNAIRE

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

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

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SECTION – XIV

MANUFACTURER’S AUTHORISATION FORM

To

HL Lifecare Limited, Trivandrum

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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

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.

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SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
HLL Lifecare Limited

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

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

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

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

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



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


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

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

.....
Name and designation of the officer

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

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SECTION – XVI

CONTRACT FORM - A

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

HLL Lifecare Limited

Contract No _____ dated _____



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


1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) Purchaser's Notification of Award

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

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

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

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

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

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

1. Delivery schedule

(i) Details of Performance Security

(ii) Quality Control

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

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

(iii) Destination and despatch instructions

(iv) Consignee, including port consignee, if any

2. Warranty clause

3. Payment terms

4. Paying authority

(Signature, name and address of CONSIGNEE)

For and on behalf of _____

Received and accepted this contract

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


For and on behalf of _____


(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

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SECTION – XVI

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ dated _____
Between _____

CONSIGNEE

And _____

(Name & Address of the Supplier)

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



In continuation to the above referred contract


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

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

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

- The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment and Turnkey (if any).
- There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at

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least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

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

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

_____ (name of the consignee)

(Signature, name and address of Consignee)

For and on behalf of _____

Received and accepted this contract

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


For and on behalf of _____


(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____



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SECTION – XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

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

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

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SECTION – XVIII

Proforma of Final Acceptance Certificate by the Consignee / Purchaser

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

- (a) Contract No _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporter: _____
- (g) Name of the Consignee: _____
- (h) Date of commissioning and proving test: _____
 Details of accessories/spares not yet supplied and recoveries to be made on that account.


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


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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

- of the installation of the equipment(s)/plant(s).
- The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is:

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature

Name

Designation with stamp


Explanatory notes for filling up the certificate:


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

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

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


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


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SECTION – XIX

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SECTION – XX


CHECKLIST

Name of Tenderer:

Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the TENDER document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 135 days from Technical Bid Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the Technical bid Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			

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SI No.	Activity	Yes/ No/ NA	Page No. in the TENDER document	Remarks
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of origin			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

N.B.


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


(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)


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Section – XXI

Consignee List

**All Goods shall be delivered at BCG Vaccine Laboratory, Guindy, Chennai-600032, TamilNadu,
India. Tel: 044-22500476**

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SECTION – XXII

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract of behalf of HLL Lifecare Limited

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Vice President (Projects), HLL Lifecare Limited (Hereinafter referred as the “Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

AND

.....
through(Hereinafter referred to as the “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble



WHEREAS the Principal / owner has floated the Tender (NIT No.....)
(hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for
Hereinafter referred to as the “**Contract**”


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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants’ contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal Owner

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



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

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

- 1) It is required that each Bidder/Contractor(including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certification, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) /Contractor(s) will not use improperly, (for the purpose of competition or personal gain).or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including and business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder (s) /Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder (s)/Contractor (s) will , when presenting his bid, disclose (with each tender as per proforma unclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidders0/contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and /or to influence the procurement process to the detriment of the Government interests.

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

Article 3: Consequences of Breach

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



- 1) If the Bidders) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder (s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/owner. **Such exclusion may be forever or for a limited period as decided by the Principal/owner.**
- 2) **Forfeiture of EMD/performance Guarantee/Security Deposit:** If the Principal/owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal /Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and security Deposit, Performance Guarantee and security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of and employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of corruption Act, or if the Principal/owner has substantive suspicion in this regard, the Principal/owner will inform the same to law enforcing agencies for further Investigation.


Article 4- Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/owner may, at its own discretion, revoke the exclusion prematurely.

Article 5- Equal Treatment of all Bidders/Contractors/Subcontractors

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

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2) The Principal/owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect Liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- other Provisions

- 1) This Pact is subject to Indian Law., place of performance and jurisdiction is the Head quarters of HLL Lifecare Limited of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**



Article 8- LEGAL AND PRIOR RIGHTS:


All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and /or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender /Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/owner)

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

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WITNESSES:

1.


(Signature, Name & address)


2.

(Signature, Name & address)

Place:


Date:


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CHAPTER– 2.2

DESCRIPTION / SCOPE OF WORK

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2.1.1 INTRODUCTION

The BCG Vaccine Laboratory under DGHS, Ministry of Health and Family Welfare, Govt. of India was established in the year 1948 to produce and supply BCG vaccines and tuberculin with the help of Saten's Serum Institute (SSI), Copenhagen, Denmark through World Health Organization. The bacterial strain used for the manufacture was DANISH -1331. This institute is a sub-ordinate office of the Directorate General of Health Services under the Ministry of Health and Family Welfare of the Government of India, situated at Guindy, Chennai (Tamilnadu) near King Institute of Preventive medicine.

The activities of BCGVL, Guindy consists of

- Manufacture and supply of Freeze dried BCG vaccine (10 doses) for the control of childhood tuberculosis and tuberculosis meningitis in children for the UIP of Govt. of India.
- Manufacture and supply of freeze dried BCG therapeutic vaccine (40 mg) for cancer chemotherapy.

BCG Vaccine Lab is a pioneer in the manufacture of freeze dried BCG vaccine for UIP of Govt. of India. Up to 2000-01, Govt of India has imported the BCG vaccine to meet the country's demand in addition to the vaccines supplied by BCGVL.

In 2008, the NRA has suspended the manufacturing license of BCG Vaccine Lab due to non-compliance to cGMP.

Ministry of Health and Family Welfare (MHFOW) has appointed HLL Lifecare Limited as Project Management Consultant (PMC) to revive the BCG Vaccine Manufacturing Facility. Further, HLL Lifecare Limited has associated with NNE Pharmaplan India Limited, hereinafter called as "NP" has been appointed as "Engineering Consultants". NNE Pharmaplan shall design and engineer this facility, incorporating the latest GMP Standards and best practices. This facility shall be built as per the latest International trends and upon completion, shall be in compliance with Indian FDA (Schedule M), WHO/GMP regulations.

One amongst the several other jobs is to plan, supply, execute & commission the DG set as per enclosed Bill of Quantities (BOQ) and drawings.

Hence, bids are invited from technically pre-qualified parties having experience in Pharma / Biopharma / Biotechnology sectors.



The scope of work involved is detailed in the subsequent paragraphs and is precise to the extent possible. However, in order to ascertain the actual site conditions, it is requested to all contractors to visit the site and get well versed with the actual site conditions or discuss with consultants / client about the type and quantum of works involved.


2.1.2 PURPOSE

The Specification covers the general requirements for the design manufacture and testing of D.G.Sets for the upcoming Facility for M/s. BCG Vaccine Laboratory at Chennai. The facility shall comprise of electrical substation, Utility block and its Ancillary buildings etc.,

This specification shall be used in conjunction with all specifications and data sheets attached.

The scope of vendor covers the design, fabrication, procurement, manufacture, assembly, testing, delivery at site including unloading of D.G.sets as plant site as per specification. The scope also includes Testing and commissioning of D.G.sets and putting into successful and satisfactory operation as per attached BOQ.

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2.1.3 SCOPE OF SUPPLY & SERVICE:

- Supply of the D.G.sets as per specification.
- Furnishing of all labour, skilled and unskilled, supervisory and administrative personnel, erection tools and tackles, testing equipment, implements, supplies, consumables like welding rods and gas, oil and grease, cleaning fluids, insulating tape, anti corrosive paints, jute cotton waste etc. and hardware for timely and efficient execution of the erection work.
- Supply, Loading, Transportation ,Unloading, Shifting, Loading, Installation, Testing and Commissioning of Diesel Generating set in scope of supplier Scope is inclusive of collection & loading of items which are supplied separately for transportation purpose from owner's designated stores/ yard, transportation, unloading at work site, unpacking, inspection, checking of foundation level ,shifting, placing & levelling at the final location.
- The equipments / materials shall be unloaded from transport shifted to owner's store, if store is not ready so shifting to temporary store , resited from owner's store/temporary store to place of erection, unpacking, site assembly of loosely furnished accessories, installation on foundation (civil work done by owner), proper alignment, levelling, fixing of steel supporting channels , grip bolts and all other accessories as require & minor civil works, touch up paint but not limited to , & complete the work in all respect ready for operation & to the entire satisfaction of Engineer-In- charge.
- The items of work to be performed on all equipment and materials shall include but not limited to the following:
 - Supply, loading, Transportation and unloading at site. (to contractor's stores or client's store).
 - Opening, inspecting and reporting all damages & short supply items.
 - Arranging to repair and/or re-order all damaged and short supply items.
 - Packing of the Equipments suitable for (all) weather conditions for proper protection.
 - Inspection of all equipment which are not inspected at manufacturer's works by employer regarding compliance with technical specifications and submission of report of the same to site in charge.
 - Storing at site with suitable all weather protection.
 - Assemblies, erection and complete Installation.
 - Necessary coordination between work done by other contractors.
 - Final check-up, testing and commissioning in presence of Employer's representative
 - Trial run for thirty (30) days, rectification of defects, if any and adjustments as necessary.
 - Obtaining Employer's written acceptance of satisfactory performance



2.1.4 SCOPE OF WORK


The specification is intended to cover the design, engineering ,material, constructional features, manufacturing, inspection and testing at suppliers works, delivery to site, erection, performance testing and commissioning of the DG set complete with fuel system, exhaust system, etc., all other supporting systems complete as required. The capacity of D.G Set: -

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- 2 Nos. 625 KVA DG Set with(prime duty ,net output) complete with all the accessories and required batteries, fuel system, cooling system, exhaust system etc.
- Location of D.G.Set will be installed at Terrace Floor Plan at Utility Building at the height of 6.0 Mtr..
- The Governing system of the Diesel genets shall be compatible with the Synchronizing and auto load sharing supplied by the client (Either DEIF relay based system or EASYGEN 3200).
- The required controls, indications and interlocking and defeating the auto mode to manual mode shall be provided by the Electrical contractor. All the required power and control cables as well as earthing of the equipments and along with AMF cum Isolator panel shall be supplied by Electrical contractor.
- If any specific Genset protection or AMF function required to install in isolator panel shall be specified in offer.
- Equipment body and Neutral grounding electrodes shall be supplied and installed by Electrical contractor.
- All electrical material like Earthing electrodes, earthing strip , Outdoor Isolator panel near to DG sets , interconnecting power and control cables , Synchronization module etc shall be supplied and installed by electrical contractor but arranging material and installation of material under the supervision and guidance of DG supplier.
- Synchronization of DG sets shall be done on Main Bus of Main LT panel and Main LT panel shall be supplied and installed by Electrical contractor but synchronization of DG sets shall common responsibility of DG supplier as well as Electrical contractor , all necessary control , cabling and programming shall be done by electrical contractor under the supervision and guidance of the DG supplier
- Electrical contractor will submit the control scheme of the synchronization through client/ consultant , review and approval of Synchronization Power and Control scheme is sole responsibility of DG set supplier , after approval of Synchronization control and power scheme from DG Set supplier /client/consultant , Electrical contractor will start manufacturing of Main LT Panel
- Adaptor box @ Alternator shall be supplied and installed by DG supplier
- Following are the Electrical contractor scope of work
 - Power and control cable from Alternator / DG sets to Outdoor Isolator panel
 - Outdoor Isolator panel
 - Power and control Cable from Outdoor Isolator panel to Main LT panel
 - Main LT panel with Synchronization module and other accessories
 - Earthing Electrodes and Earthing strips
- DG Supplier has to supply and install only DG Sets and its accessories, all Electrical work related to DG sets and Synchronization shall be done by Electrical contractor under supervision and guidance of DG supplier.
- Battery system and battery.
- Accoustic Enclosure (Silent canopy) for DG set or Room Accoustic treatment which is specified in BOQ.
- Fuel Day Tank and related piping.
- Exhaust system with piping & insulation, its lagging supports, etc.
- Erection and commissioning of above equipment including piping.

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Any material or accessories which may not have been specifically mentioned but which usually is necessary for satisfactory and trouble free operation and maintenance of the equipment, shall be furnished by the vendor without any extra charge to the owner.

2.1.5 EXCLUSION:-

Civil foundation of above equipments.

2.1.6 INFORMATION REQUIRED FROM VENDOR:-

Following information shall be furnished by the contractor:-

Along with the offer


- i) Technical particulars of various equipments as format (Annexure) enclosed with this specification. This shall include the engine model no., its output at the ambient temp. and elevation, Alternator details, switchgear and control panel etc.
- ii) G.A. drawing of D G Set.


After award of work (For approval)

- i) Foundation drawings of all equipment, GA drawings of engine, alternator (clearly showing terminal arrangement in plan & in elevation) and all other equipment (within one week of the award of contract).
- ii) Terminal Box drawing of the Alternator
- iii) Cable list/schedule & interconnection diagram, interconnection diagram between Main LT Panel and D.G.sets, (within two weeks after award of contract).
- iv) Test certificates of equipment.
- v) Four copies of final drawings with one auto cad CD, operation, installation and maintenance manual shall be supplied well in advance before inspection.
- vi) D.G.set supplier has to check the scheme , Power and control circuit drawing of Main LT panel along with logic prepare by Electrical contractor.(Due to Synchronization of the D.G.sets with Main LT Panel)

2.1.7 COMPLETENESS

- It is not the intent to specify completely herein all details of the equipment. Nevertheless, the equipment shall be complete and operative in all aspects.
- Any material or accessories which may not have been specifically mentioned but which is necessary usual for satisfactory and trouble free operation and maintenance of the equipment, shall be furnished by the contractor without any extra charge to the Employer.

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2.1.8 NOTES TO BIDDER

It is necessary to follow the following points while submitting the offer :

- All equipment shall meet the requirement of this specification. Deviations (if any) with respect to this specifications shall clearly be indicated in the offer in Annexure under "Deviations" with page no. & clause no. of specification.
- Quantities of equipment indicated herein are subject to change.


All technical particulars and other details as asked for shall be furnished in the specification only. Additional information, if desired by the bidder, can also be furnished separately.


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CHAPTER-2.3

DESIGN CRITERIA

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2.3.1 DESIGN CRITERIA:

The D.G.sets and components specified here in or not, shall be designed, manufactured and tested with the latest revisions of relevant Indian or equivalent British or International Standards.

The design, material, construction, manufacture inspection, testing and commissioning of Diesel Generator sets shall comply with all currently applicable states, regulations and safety codes in the locality where the equipment will be installed and in particular shall comply with NEMA-MGI-22 and IEC-39-1. The equipment shall also conform to the latest applicable standards and code of practice. Nothing in this specification shall be construed to relieve the supplier of this responsibility.

Engine : ISO 3046 / DIN 6271 / BS-5514 / BS-649



Alternator : BS 2613 / IS 4722 / IEC 60034-1 & 2


Control Panel : IS 4230 for manufacturing standards

All other relevant standards

Wherever Indian Standards are not available, the D.G.sets shall conform to relevant International Standard.

- 1) All electrical components shall also conform to the latest Electricity rules as regards safety and other essential provisions.
- 2) All electrical installation work shall comply with the requirements of the following Act/Rules/Codes as amended upto date:
 - a) Indian Electricity Act.
 - b) Indian electricity Rules.
 - c) National Electric Code published by BIS.
 - d) All relevant IS codes of practice.
 - e) Regulations published by Tariff Advisory Committee.
 - f) Indian Standards for Electrical Equipment for use in Hazardous Atmospheres.
- 3) Ambient air temperature shall be taken as 45°C for the purpose of designing electrical equipments.
- 4) Nominal system supply available shall be as follows:
 - a) Incoming : Provided by the client.
 - b) Utilization : 415V, 3 Ph., 4 wire, 50 Hz .
- 5) DG Sets are intended to provide prime rated of 415V, 3 Ph. 4 wire, 50 Hz to various loads of plant.
 - a) All controls shall be of 24V DC.
 - b) DG Sets shall be suitable for continuous operation (Prime duty).
 - c) DG Sets shall be started/ stopped from Engine / DG Panel/ Remote.
 - d) The height of exhaust pipes shall be in line with requirements of pollution control rules.
 - e) Main features of DG sets shall be as follows:

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i.	Rating	As per B.O.Q. at 0.8 PF, 415V, 3 Ph, 50 Hz. As per site condition.
ii.	Duty	Continuous
iii.	Diesel Engine	4 stroke, multi Cylinders, turbo-charged after cooled.
iv.	Speed	1500 rpm
v.	Type of cooling	Radiator Cooled
vi.	Type of alternator	Brushless, separately-excited (PMG), self-regulated
vii.	Starting	Maintenance free VRLA Batteries
Viii	Batteries	Lead Acid type/ Maintenance free VRLA Batteries
ix	Governor	Electronic compatible with the Synchronizing and auto load sharing system of the client


2.3.2 BASIC CONDITION:

- The selection of equipment shall be governed by fitness for purpose, safety, reliability, maintainability of spares and service, compatibility with specified future expansion, design margins, suitability for environment, economic considerations, and past service history.
- The SI system of units shall be used.
- English language shall be used for all drawings, texts and communications.

2.3.3 SERVICE CONDITION:-


- D.G.sets shall, in all respects, be suitable for operation outdoor under site environmental and service conditions stated in Design criteria.
- For the purpose of equipment de-rating and component operability, the above specification states that the equipment design temperature shall be +45°C.
- Where it can be demonstrated that:
The Maximum Ambient Temperature is 45°C, the DG Sets shall be capable of continuous operation at 45°C, if Temperature exceed above 45°C then DG sets shall be rated accordingly.
- D.G.sets shall in all respects be suitable for operation in typical tropical area.
- The atmosphere is to be considered Humid and dusty. The possibility of condensation, as experienced during large temperature variations in a humid environment in the tropic.


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CHAPTER – 2.4

TECHNICAL SPECIFICATION FOR D G SET


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2.3.1 TECHNICAL SPECIFICATION OF D.G.SET:

2.3.1.1 General Constructional Features:-

- All materials used shall be of best quality and of the class most suitable for working under the Conditions specified and shall withstand the variations of temperature and atmospheric conditions at project site without distortion or deterioration or setting up of under stresses in any part, and also without affecting the strength and suitability of the various parts for the work which they have to perform.
- Crankcase shall be made from Single piece case and shall be made from alloyed cast iron, dimensionally stable due to high side walls; suspended main bearing; water cooled cylinder liners made from highly wear resistant spun type casting; light alloy oil pan.
- Similar parts, particularly removable ones, shall be interchangeable.
- Pipes and pipe fittings, screws, studs, nuts and bolts used for external connections shall be as per the relevant standards. Carbon/Mild Steel bolts and nuts exposed to the atmosphere shall be galvanized or zinc passivated.
- Nuts, bolts and pins used inside the equipments shall be provided with lock washers or lock nuts.
- Surface in contact of lubricating oil shall not be effected by the formation of acid in oil. The MOC of the part shall confirm the non corrosive against acid .Surface in contact with oil shall not be galvanized or cadmium plated.
- Rating and terminal marking plates indelibly marked shall be provided. All label plates shall be of non-corrodible material.
- All internal connections and fastenings shall be capable of operating under overloads and over-excitation allowed as per specified standards without injury. Diesel Generator shall operate continuously without injurious heating at the rated KVA.
- Diesel Generator set shall be capable of delivering the rated current at a voltage equal to 110 percent of the rated voltage without exceeding the limiting temperature rise. Load test will be witnessed by owner/consultant before dispatch.
- Unless otherwise specified, the equipment shall be designed for Operation at a frequency of 50 Hz.
- Unless otherwise stated, the set shall be capable of operating continuously. In accordance with the applicable standard loading guide at their KVA.
- Overloads shall be allowed within the conditions defined in the loading guide of the applicable standard. Under these conditions, no limitations by terminal bushings, or other auxiliary equipment shall apply.
- Generator set complete shall be Designed and constructed to withstand without damage, the effects of external short-circuits as per the specified standards. Account shall be taken of the different forms of systems faults that can arise in service, such as line to earth faults and line to line faults associated with the relevant system and equipment earthing conditions.
- Every care shall be taken to ensure that the design and manufacture of the equipment shall be such as to reduce noise and vibration to the Level acceptable to Safety norms. The supplier shall ensure that the noise level shall not be more than specified in the standards.

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- The equipment shall be designed with particular attention to the Suppression of harmonic voltage, especially the third and fifth, so as to eliminate wave form distortion and form any possibility of high frequency disturbances reaching such a magnitude as to cause interference with communication system.
- All rated quantities subject to the supplier's guarantees shall be within the tolerances given in applicable standards.
- All statutory approvals such as EB and pollution control board NOC and approval of Electrical inspector (CEA or CEIG) for installation drawing and installation work in supplier's scope.
- Earthing Grid for DG and panel/Busduct earth pit in Electrical contractor scope.
- All piping /hose between day tank and DG set in supplier's scope.
- AVM pads for engine & Alternative frame mounting in DG Set supplier's scope
- Cabling between DG and panel (control cable) will be in Electrical contractor scope.

2.3.1.2 Technical Specification of Diesel Generator Set:-

A. Diesel Engine

- General: Diesel Engine shall be of heavy duty robust construction, suitable for both intermittent and continuous duty.
- Direct injection "Diesel Engine of suitable BHP, turbo charged, Radiator cooled, 4 stroke multi cylinder vertical in line, suitable for cold weather starting, heavy duty industrial design continuous rating, low noise, suitable for generating set application, coupled to alternator and complete with the accessories as specified mounted on a common base frame, suitable for erection on AVMs.
- The DG set shall be designed for ambient temperature of 45°C. The engine BHP and alternator KVA shall be designed to deliver the rated output at 45°C. The bidder should submit sizing calculation for the offered engine and alternator.
- All parts subjected to substantial temperature variations shall be designed & supported to permit free expansion and contraction without resulting in leakage, excess of clearance, harmful distortion or misalignment.
- Vibration, noise, mechanical, thermal stresses & exhaust gas conditions shall be not exceed the permissible or acceptable limits of the guiding standards / codes
- The diesel engine shall be provided with the following:-
 - Generator set Protection panel and Electronic governor with all accessories suitable for Grid and other sources synchronization.
 - Lubricating oil distribution arrangements shall be of force- feed type with gear pump, oil pan, oil filters and high pressure relief valve and lubricating oil cooler.
 - Fuel injection system comprising of a common fuel pump for all cylinders with fuel pumps for individual cylinder with filters, etc.

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- IV. Starting system consisting of a 24 V DC electric motor operated by a Maintenance free VRLA battery.
- V. The engine shall be suitable for Prime power application and should be capable to run on 10% overload for 1 hour duration in every 12 hours of operation as per ISO regulations.
- VI. Radiator cooled system with high water temperature safety with thermostat/motorized modulating type control valves to keep the temperature of the water in the engine at all loads to avoid engine tripping on high water temperature.
- VII. Air cleaner dry type filter with suction.
- VIII. Exhaust pipe with flexible coupling (flanged type) with necessary flanges, class pipe mineral wool insulation with aluminum sheet cladding and residential silencer as mentioned in data sheet.
- IX. Turbo charge/after cooler, whichever is applicable
- X. Engine speed adjusting /stopping lever
- XI. Sensors for safety alarm and trips like over temperature of water, low lube oil pressure, over speed etc.
- XII. Suitable 'stop' device to stop the engine in case of any of the controlled variables exceed the upper or lower limit (temperature of cooling water and lubricant oil and pressures of lubricant oil)
- XIII. Engine control panel



Instrument panel consisting of the following:


A microprocessor based engine control Panel shall be provided to enable the operator to determine the Genset status and allows access to the real time data for the unit. This facilitates to monitor the Genset status and data embedded in layered screen such as:

- Engine and alternator data
- Voltage on three phases
- Current on three phases
- Percent power
- Avg AC current and kW
- Data Logging
- Power factor
- Generator frequency
- Oil pressure
- Engine hours
- Engine RPM
- Alphanumeric screen to display Alarm & Status messages

Following functions shall be put at the operator's disposal for the Genset working:

- Circuit breaker position and indication and manual control

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- Alpha-Numeric display with push button access for viewing engine and alternator data and providing set up
- Auto / Manual / Run / Stop mode selection
- Menu Selection Switch' to select menu-driven control and motoring information.
- One mushroom push button for emergency stop

Following Instrumentation shall be provided on genset:

- Starting push button and switch with key.
- AUTO / MANUAL Selector Switch.
- DG TRIP / DG ON / DG OFF / SUPPLY ON / SUPPLY OFF" Indications with LED lamps.
- Lube oil pressure gauge.
- Lube oil temperature gauge.
- Water temperature gauge.
- Mechanical tacho hour meter and RPM indicator.
- Safety control for engine shut off (TRIP) with visual indication for low tube oil pressure.
- Safety control for engine shut off (TRIP) with visual indication for high water temperature
- Safety control (TRIP) with visual indication for low fuel level.
- Electrically operated fuel solenoid- Emergency stop (Flameproof type).
- D.C. Ammeter and voltmeter to indicate status of battery & battery charger.
- HSD Service tank with all accessories such as level indicator, manhole, valve inlet and outlet, air vent, drain plug, mounting pedestals, etc. Dimension of rectangular day tank shall be decided to suit the layout with capacity as mentioned in data sheet.

Automation consisting following


The automation of the genset shall be through the Control System , with following are the key features required from controller:


- Digital Voltage Regulation
- Digital Synchronizer (Frequency, Phase, Volts)
- Isochronous Load share
- Generator set monitoring and protection

Protection

The following protections are in-built :

- High / Low AC voltage shut down
- Under Frequency shut down
- Over current warning / shut down
- Overload warning / shutdown
- Loss of Excitation shut down
- Reverse power
- Short circuit
- Reverse Var shutdown
- Sync Check, fail to synch
- Phase rotation

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B. Base & Mounting

- Common Base Frame: The engine and alternator shall be coupled with monoblock flexible coupling aligned and mounted on a sturdily fabricated, welded construction and properly machined base frame made of high quality MS channels of cross section not less than the recommended size by the engine manufacturer. The base frame shall be provided with lifting holes and foundation bolt holes suitable for permanent installation on anti-vibration mountings. Two separate earthing studs shall be provided for earthing the set.
- Mounting: The set shall be mounted on anti-vibration mounts/pads. The bidder to indicate complete details with offer regarding weight of the total set etc. and mounting details and general arrangement details of the set.

C. Cooling

- The engine cooling shall be done through a Radiator cooling system. Engine driven pump shall be used to circulate the cooled water through the cylinder jackets, charge air cooler, Lube oil cooler, valves, cylinder block & other water cooled moving parts.
- Necessary cooling water pumps complete filter, piping, valve fittings expansion joints, controls and instrumentation, pipe supports hangers etc. shall be provided along with D.G.Set and in case any item has not been indicated in the BOQ the same shall be spelt out by the contractor and included in the price quoted by the contractor.
- Radiator Cooled water circuit shall be provided with corrosion resistors.
- Thermostat, temperature gauge, with high temperature alarm trip shall be provided in the control circuit.

D. Lubrication



- The engine lubricating oil system shall comprise an engine driven pump complete with oil coolers, oil filters, bypass filters, strainers, lube oil sump pan etc. Also priming pump shall be provided with Auto ON/OFF during Standstill condition.
- Lubricating system shall also consist of pressure gauge, temperature and oil level indicators, pressure switch for "oil pressure low" alarm for interlock and alarm along with necessary piping, fittings, valves etc.


E. Fuel System

- Engine shall be suitable to run on High-Speed Diesel fuel.
- The fuel oil system of the engine shall be direct injection type provided with fuel filter with separator, fuel hoses, fuel piping, governor, injectors, shutdown valve with fuel strainer and filters.
- Fuel day tank of suitable capacity for each DG set shall be provided with level gauge, valve and complete piping up to engine.

F. Governor

- Electronic governor shall be provided for automatic load controls.

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G. Aspiration And Exhaust

- Engine shall be turbo-charged with after cooled. Air intake shall be provided either with dry type replaceable filters. Air cleaner assembly shall also have service indicator, air intake manifold.
- Exhaust manifold and exhaust pipe shall be suitably insulated with mineral wool. Exhaust system shall be insulated and shall be fitted with bellows type coupling.
- Silencer shall be of the residential type.
- The height and size of the exhaust hooks shall be fixed considering the emission of gases and the environmental law of Government of India and the local authorities.
- The noise level and gas emission temperature and volume shall be as per relevant standards.

H. Starting System


Engines shall be started with 24 volts starter motor complete with 1 set of 24V DC Maintenance free VRLA Battery of adequate AH rating, new dry uncharged batteries in PVC containers, with PVC insulated cables copper conductor leads from battery to motor etc, mounted on fabricated MS angle frame fitted with nylon castor wheels filling up the battery with acid to be done before starting, free of any charges. Also Engine shall be provided with battery charging alternator.


I. Engine Instrument/Operator Panel:

- Starting push button and switch with key, remote start / stop facility and required terminations. The start / stop push buttons will be Located in DG Panel.
- Following Indication and Control shall be provided
 - Lube oil pressure
 - Lube oil temperature
 - Water temperature .
 - RPM indicator.
 - Safety control for engine shut off (Trip with visual indication) for low lube oil pressure.
 - Safety control for engine shut off (Trip with visual indication) for high water temperature.
 - Safety control (Trip with visual indication) for low fuel level.
 - Electrically operated fuel solenoid- Emergency stop.
 - Status of battery and battery charger.
 - Engine over speed (Trip with visual indication)
 - Any other as per Manufacturer standard



2.3.2 ALTERNATOR


- The Alternator shall be of Rated 625 KVA output at 0.8 power factor and suitable for 3 phase, 4 wire, 415 volts, 50 HZ system continuously rated conforming to IS 4722
- The Alternator shall be of brushless type self excited; self regulated, provided with auto voltage regulator. Band of voltage regulation shall be $\pm 1\%$ or better of rated voltage from no load to full load. The frequency shall not differ by more than $\pm 4\%$ of rated value.

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- The Alternator shall be self air cooled fully tropicalised, screen protected, drip proof construction with insulation class 'H'. The terminal box shall be of detachable type and suitable for top Bus Duct outgoing either on entry i.e. on left or right side looking from rear.
- The adaptor box shall be liberally sized to take the flexible connection of Bus duct, Auto voltage Regulator – AVR shall be suitable for independent running and parallel operation with identical D.G. Set.
- Alternator shall be withstand 50% over load for 3 Sec as per Regulation
- **Stator core:** Stator core shall be built up of silicon steel laminations compressed hydraulically and rigidly supported by either case iron or steel end rings. The core shall be designed for a minimum reactance, low voltage wave form distortion and maximum efficiency stator coils shall be wound with synthetic enamel coated copper wires and main slot insulation shall be of tropicalised mica or leather old. End windings shall be taped with fiber glass tape and the complete windings are impregnated with spray finished with moisture protection varnish. Otherwise, 100% epoxy impregnation with an overcoat of resilient insulating material shall be carried out.
- **End Frames:** End frames shall be of well ribbed cast iron /fabricated sheet steel design. The end frames shall be spigotted to the stator frame and secured by easily available set screws dowels. Ventilation openings shall be cast into the vertical and bottom side faces which shall be screen protected and drip proof.
- **Bearings:** The bearings shall be of heavy duty pre lubricated cartridge design, ball or roller bearings. Single bearing alternators shall have self-aligning ball or roller bearings. The end frames of the rotor shall be removable (from stator) without disturbing the bearings.
- **The Rotor:** Rotor shaft shall be turned either from a high tensile MS bar or from a MS forging. Field coils shall be wound with synthetic enamel covered or varnish bonded and glass covered copper strips of high conductivity. Poles shall be of bolt-up type made of sheet steel of high permeability. The insulation between the pole and coil shall comprise of vanished fiber glass cloth backed mica around the body and thick insulating washers on the top and bottom of the coil. Coils shall be impregnated with resin and the complete rotor is spray finished with a moisture protection varnish suitable for tropical Conditions. However, 100% epoxy impregnation and an overcoat of resilient insulating material shall be preferable.
- **Damper windings:** Damper windings shall be provided to assist parallel operation of alternators. The damper bars of copper brazed to heavy copper and connectors shall be located in a semi-closed circular slots situated in the pole faces.
- **Ventilation:** Axial ventilation shall be employed. A direct driven centrifugal fan shall be fitted on the shaft and direct adequate airflow for efficient cooling of the alternator.
- **Terminals:** Terminals shall be housed in a suitable MS box fixed on to the stator frame. The terminals shall have ample clearance between phases and between phases to earth and shall be readily accessible. The terminals shall be suitable for fixing an adaptor box, which should be able to receive 4 runs of 3.5 C, 300 mm sq Al cable. Supply of adaptor box is also in the scope of work of this tender.
- **Temperature rise:** The alternator shall be suitable for ambient temperature of 50°C and shall be capable of withstanding 10% over load for one hour continuously.

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- **Brushless Exciter – Voltage Regulators:** The exciter shall be rotating type without any bearings. Exciter with semiconductor type to be provided. Solid-state voltage regulator with all accessories and relays shall be provided for proper voltage regulation.
- The supply of the exciter stator will be made through the automatic voltage regulator (AVR). The three phase voltage (AC) induced inside the exciter rotor will be rectified through the rotating rectifier and transferred to the main stator. The voltage stabilization of the main generator with changed load will be made from the exciter current by the thyristor output stage of the automatic voltage regulator.
- **Balancing:** The alternator rotating parts shall be dynamically balanced to a level to ensure smooth vibration free running.
- Alternator winding shall have 2/3 Pole pitch winding to take care of heating due to “Harmonics” in the system.
 - I. The Alternator shall withstand 10% overload for 1 hour at every twelve hours.
 - II. Transient Voltage Dip shall not be more than 14% on application of full load at rated power factor.
 - III. The Alternator shall be capable to withstand minimum 25% unbalance load of its rated load without exceeding the current in any of the phases beyond full load current.
 - IV. Alternator winding shall be suitable to take minimum 70% Thyristor load of rated capacity.
 - V. The alternator shall be provided with six numbers of RTDs in stator winding and four nos. in both ends bearing.
 - VI. Anti Condensation heater of 240V, 1Ph, 50Hz shall be provided with thermostat control switch.

2.3.3 ACCOUSTIC ENCLOSURE:

➤ **Acoustic Enclosure**



The acoustic enclosure proposed herein will be free standing floor mounting type independent of the DG Set. The enclosure shall be pre-fabricated, factory built and modular in construction so that it can be easily assembled at site around the DG Set.


➤ **Acoustic Materials**

The acoustic enclosure shall be made from High class sheet metal fabricated enclosure for reducing the noise level of DG set & also acts as weather proof housing. Genset shall be a integral part of acoustic enclosure and whole construction shall be mounted on a multi-fold sheet channels & ISMC sections.

The Enclosure construction shall be fully bolted keeping in view the major service requirements all doors shall be provided with specially designed hinges and lockable handles. Sliding doors shall be provided for easy access to the DG set while minimizing the operating space requirements.

In additional Ventilating louvers will be provided for cool air entry as well as hot air discharges. Necessary forced ventilation if required shall be provided.

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Sound proofing of enclosure shall be done with high quality rock wool/mineral wool confirming to IS 8183. Mineral thickness to be considering as per 75 Kg/M³ to 100 Kg/M³ for sound absorption and acoustic enclosure panel thickness shall be calculated by vendor accordingly.

For increasing the life of Accoustic material resin coated fibre glass cloth shall be provided on exposed surface of Rock wool slabs and the panels shall be supported by perforated sheets. Sheet shall be specifically designed for optimum sound attention.

➤ **Ventilation**

Accoustic enclosure shall be designed in such a way that there shall have no hot pockets around engine and it shall be provided with suitable designed engine radiator which does not allow the temperature to rise more than 70C above ambient temperature.

To achieve optimal output and minimum sound level from the DG set, It shall be provided with suitable openings with acoustic hoods for increasing the inflow of air required for combustion & forced ventilation. Air intake system as per the recommendations and engine requirement shall be provided.

- Acoustic hoods with noise splitters shall be provided to block and reduce the sound leakage.
- The sound control system shall be designed to suppress the sound level to 75 db maximum at 1 meters distance in open free field environment as per ISO 8528 part 10 for acoustic enclosure upto 750 KVA.
- The sound control system shall be designed to reduce the sound level by 25 db in open free field environment as per ISO 8528 part 10 for acoustic enclosure above 750 KVA.

➤ **Silencer**

Specially designed Critical Grade silencer shall be provided. Silencer & engine exhaust outlet shall be connected with flexible SS below.



➤ **Vibration Isolation**


To avoid transfer of vibration from Genset to enclosure & surrounding specially designed vibration isolators shall be used.

➤ **Construction Feature**

The construction and design of the Accoustic equipment should be rugged and durable and virtually maintenance free. All materials used for accoustic treatment shall be fire resistant/fire retardant and moisture resistant grade. For effective sealing, necessary gasketing materials shall be provided.

- The accosutic enclosure shall be compact and sleek.
- The accosutic enclosure shall be sound proof and weather proof.
- It shall confirm the statutory government Noise level norms.
- The Enclosure shall have modular in construction with the provision to assemble and dismantle easily.

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- The Enclosure shall be fabricated from minimum 16 SWG-CRCA-sheet.
- The sheet metal components shall be hot dip seven tanks pretreated.
- Enclosure shall be polyester based powder coated (inside as well outside). Nut, bolts & hardware's shall be Stainless steel.
- The doors shall be gasketed with EPDM gaskets to avoid leakage of sound.
- The door handles shall be lockable type.
- The rock wool shall be further covered with fiber glass cloth and perforated powder coated sheet.
- A special Hospital Grade silencer shall be provided to control exhaust noise upto 750 KVA DG Set and above 750 KVA DG Set, a special Critical grade silencer shall be provided to control exhaust noise.
- Specially designed attenuators shall be provided to control sound at air entry to the container and exit from the container.
- Adequate ventilation shall be provided to meet air requirement for combustion and heat removal. If required, a blower shall be used to meet total air requirement & air changes.
- Temperature of enclosure shall not exceed beyond 5-7°C of ambient temp.
- To make the system vibration free, engine and alternator shall be mounted on specially designed anti-vibration pads mounted on Base frame.
- The enclosure shall be designed and layout of the equipment is such that there is easy access to serviceable parts.
- Illumination shall be provided inside the enclosure.
- The silent DG set has the following safeties:
 - ❖ High water temperature.
 - ❖ Low lub oil pressure.
 - ❖ High enclosure temperature.
 - ❖ Emergency stop push button outside the Enclosure.
 - ❖ Noise level is 75 dB(A) at distance of 1 mtr. in open free field environment as per ISO 8528 part 10.

➤ **Performance**

The acoustic enclosure shall achieve a substantial reduction of noise Level of well over 30% from the existing higher levels ensuring that adequate ventilation is provided, wherein temperature inside enclosure is maintained to DG Set requirement.

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2.3.4 D.G.SET FITTINGS & ACCESSORIES:

Following accessories shall be provided for D.G.Set, but not limiting to that

- a) Mono block Flexible coupling.
- b) Air cleaner (heavy duty oil bath type / dry type)
- c) Corrosion resistant paint.
- d) Flywheel end guard
- e) Suitable Heat Exchanger
- f) Fuel pump.
- g) Electronic governor
- h) Fuel filters both on suction line and delivery side.
- i) Full flow lubricating oil filter completer with strainer in pump.
- j) Gear type lubricating oil pump.
- k) Engine driven water circulation pump
- l) Bypass filter.
- m) Engine speed adjusting/ idling lever and control board
- n) Crank case breather
- o) Fuel flexible hoses
- p) Air intake manifold with common inlet connections.
- q) Exhaust manifold outlet directed upwards.
- r) Flanged flexible exhaust connection with bolts and nuts.
- s) Turbo charger, after cooler as required.
- t) Residential type exhaust silencer with pipe flange, insert with exhaust piping
- u) Integrated engine mounting brackets.
- v) Anti – Vibration Mounts (AVM) – Make Dunlop.
- w) First charge of lubrication oil
- x) 24 Volts DC electrical starting arrangements consisting of Dynamo and self starting electric motor.
- y) Day tank – Capacity – 990 Ltrs with glass type level indicator & level controllers.
- z) Any Other Accessories required for successful completion of Entire work.
- aa) Genset protection Panel if required.
- bb) Deleted.

2.3.5 VENDOR TO SUBMIT FOLLOWING IN 3 SET WITH THE OFFER (English Language):

- a) Layout drawings.
- b) Shaft HP engine calculation.
- c) Room Dimensions indicating height etc.
- d) Exhaust piping arrangement including height of exhaust.
- e) Exhaust stacks support calculation.


2.3.6 TESTING:

Inspection and testing shall be carried out based on latest revision of this specification and approved vendor drawing certified for construction.

Purchaser shall have right to carry out stage inspection and shop visit to review the manufacturing progress. However, manufacturer need not hold any manufacturing activity for witness of purchaser/consultant's stage inspection.

All routine and type tests shall be carried out during final inspection.

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A. Factory Tests:

The Factory tests shall incorporate the following:

- Routine Tests of alternator and Engine at respective manufacturer's works.
- Load Test of the complete DG set with control panel at UPF at 100% load about 1Hrs. (FAT) and 1 Hrs. (FAT) on 110% load. Total 2 Hrs. FAT.
- Fuel consumption tests by using flow meters. (Fuel costs shall be included)

These tests shall be conducted and the original test certificates shall be furnished. Copies of type test certificates conducted on similar type of D.G. set shall also be submitted.

1. DG set starting time
2. Fuel consumption test


TEST ON CONTROL PANEL:


1. Insulation Resistance Test
2. Functional and operation test
3. Mechanical test on components

B. SITE Tests:

After the erection and wiring and earthing of D.G. Set the tests as stipulated by the manufacturers shall be conducted.

- a) Insulation resistance of the generator.
- b) Speed, no-load voltage and full load voltage regulation.
- c) Load Test of the complete DG set with control panel at 100% load 8 Hrs. (SAT). Fuel shall be provided by client.
- d) Fuel consumption tests by using flow meters.
- e) Sequence checking, interlocks checking, measurement of starting time, loading of generator etc. shall be carried out by the vendor.
- f) Vendor shall supply first fill of lubrication oil,
- g) Statutory clearance: VENDOR shall be responsible to obtain following clearances:-
 - Electrical Inspector (CEA or CEIG)clearance
 - Supply authorities (State Electricity Board) clearance
 - State Pollution Control Board clearance pertaining to the scope of work of this tender.
- h) Testing of Controls: All the safety controls and protective device of the D.G. set shall be tested for correct calibration and operation. The results of the tests shall be tabulated and submitted in triplicate.

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The reading shall be observed with calibrated meters. Only one meter shall be used for the test. The readings shall be properly tabulated and submitted in triplicate.

2.3.7 WARRANTY PERIOD:

As mentioned in the General Conditions of Contract (GCC) and Schedule of Fiscal Aspects

2.3.8 INSURANCE:

The successful contractor shall take out transit, unloading, storing, erection and commissioning risk insurance policy, jointly in the name of Owner and Contractor and the original policy shall be deposited with the Owner.

2.3.9 INFORMATION, DATA DRAWING:

Documents for approval within 10 days of LOI/PO (4 copies/sets each in English Language)


- General arrangement drawings showing plan, elevation of the DG set and its accessories including control panels, alternator, terminal box etc. complete with overall dimension foundation planes, weight etc.
- General arrangement drawing of control panel and battery charger along with foundation plans, overall dimensions, front view etc.
- Schematic wiring diagram for the control panel and battery charge with complete BOM (make, range, size, rating accuracy class etc.) and control cable requirement.
- Erection, testing & commissioning, operation and maintenance instruction manuals along with test certificates spare parts list (for 2 years trouble free operation) shall be furnished.


2.3.10 TRAINING OF OPERATOR/S:

Vendor has to provide at their works necessary training of purchaser's operators on proper operations/maintenance of the D.G. Set without any extra cost.

2.3.11 DOCUMENTS:


- a) D.G. Set Test Certificates
- b) Engine Operation & Maintenance Manuals
- c) Engine Parts Catalogues
- d) Alternator Operation, Maintenance & Spare Part Manuals
- e) Alternator Test Certificates


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CHAPTER– 2.5

PREAMBLE TO SCHEDULE OF QUANTITIES


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2.4 GENERAL NOTES:


- 2.4.1 All items of work mentioned in the Schedule of Quantities shall be read and executed strictly in accordance with the description of the item in the Schedule of Quantities, equipment schedule/ Data sheet ,drawing and standard specifications read in conjunction with the appropriate IS and conditions of contract.
- 2.4.2 The rate for each item of work included in the bill of quantities shall unless expressly stated otherwise include cost of:-
- All materials, fixing materials, accessories, hardware, operations, tools, equipment, consumables, civil works wherever involved and incidentals required in preparations for in the full and entire execution and completion of the work called for the item and as per specifications and drawings completely.
- Wastage on materials and labour.
 - All taxes, duties., including, sales tax, transit insurance, packing and forwarding charges, loading , transportation at site in supplier scope as per good manufacturing practice and recognized principles.
 - Octroi if any, receiving, unloading handling, hoisting, to all levels. setting and fixing in position, disposal of debris and all other labour necessary in accordance with client scope as per good practice and recognized principles.
 - Liabilities, obligations and risks arising out of conditions of contract.
- 2.4.3 All requirements of system whether such of them are mentioned in the item or not the specifications and drawings are to be read as complimentary to and part of the schedule or quantities and any work called for in one shall be taken as required for all.
- 2.4.4 In the event of conflict between the bill of quantities and other documents, the most stringent shall apply and interpretations of the Architect shall be final and binding.
- 2.4.5 No change in unit rate shall be allowed for any change in quantity or for any other reason whatsoever.
- 2.4.6 Supply of materials shall mean supply of materials at site. The rate for supply shall include all taxes, insurance, packing and forwarding charges, transportation at site.
- 2.4.7 The supplier shall submit the Schematic diagrams, fabrication drawings with details of equipment wiring diagrams etc. to Client / Consultant for approval prior to supply / commencement of such works. The approval of these drawings will be general and will not absolve to supplier of the responsibility of the correctness of these drawings. At least four copies of the approved drawings supplied to Client/Consultant for their distribution to various agencies at site at no cost to client.
- 2.4.8 Any error in description if in quantity or omission of items from the supplier shall not vitiate this contract but shall be corrected and deemed to be a variation required by Client/consultants.
- 2.4.9 The tender shall take into account The expenses of pre-commissioning tests to be conducted as per specification of the complete installation with clients licensed agencies.


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ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT (CMC)


As mentioned in Chapter 2.1 Section VII, General Technical specification


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BILL OF QUANTITIES


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HLL LIFECARE LIMITED, CHENNAI			
REVIVAL OF BCG VACCINE LABORATORY, GUINDY, CHENNAI			
Document Name : BILL OF QUANTITIES – SUMMARY			
Document Number: NPI/110729/BOQ/TD/02A			
SI.No.	Description	Total Amount (In Figure) in INR	Total Amount (In Words) in INR
1.	Total for Diesel Generator complete		
2.	Total For Exhaust System		
3.	Total for Supporting Structure		
4.	Total for Safety Equipments		
5.	Total for Statutory Approval		
6.	Sub Total without CMC (1 - 5)		
7.	CMC charges for 5 years		
Grand Total with CMC (6+7)			


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HLL LIFECARE LIMITED		
nne pharmaplan®	REVIVAL OF BCG VACCINES FACILITY AT GUINDY CHENNAI	
	Document name: Bill of Quantities - Supply & Installation of DG	
	Document no. : NPI/110729/ELC/TD/02^a	


Sl. No.	DESCRIPTION OF WORK	UNIT	QTY.	SUPPLY ,INSTALLATION , TESTING & COMMISSIONING		
				UNIT RATE (Rs.)		TOTAL AMOUNT(Rs.)
				(IN FIGURES)	(IN WORDS)	(IN FIGURES)
1	DIESEL GENERATOR :-					
1.1	Design, manufacture, supply, loading & unloading, erection, testing and commissioning of 415V, 625 KVA DG Set Radiator cooled with alternator complete with acoustic enclosure , all fittings and accessories as required/ as specified in the technical specification.	Nos.	2			
	625 KVA capacity					
	>> Radiator cooled					
	>> Residential type silencer					
	>> Anti-vibration mounts					

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Sl. No.	DESCRIPTION OF WORK	UNIT	QTY.	SUPPLY ,INSTALLATION , TESTING & COMMISSIONING		
				UNIT RATE (Rs.)		TOTAL AMOUNT(Rs.)
				(IN FIGURES)	(IN WORDS)	(IN FIGURES)
	>> Battery and Battery charger Battery charger shall be supplied loose and Panel supplier will install in DG Panel by Panel Supplier					
	>> Stand by Oil Pump's starter if required as per Engine requirement					
	>> Engine operator/instrumentation panel					
	>> The Governing system of the Diesel gensets shall be compatible with the Synchronizing and auto load sharing.					
	>> Adaptor Box with Copper Busbar suitable for 625 KVA Alternator					
	>> 990 Ltr. MS Tank with Glass Tube type Level indicator for measurement (Tank shall be outside the Accoustic enclosure)with piping system					
	>> Other accessories as required.					
	>> 1 Hrs. FAT on 100% Load & 1 Hrs. FAT on 110% Load					
	>> 8 Hrs. on 100% Load at site (SAT) , Fuel cost will be in scope of Client					
	TOTAL FOR DIESEL GENERATOR					
2	EXHAUST SYSTEM					
	Supply, receive at site, store, unpack,					

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Sl. No.	DESCRIPTION OF WORK	UNIT	QTY.	SUPPLY ,INSTALLATION , TESTING & COMMISSIONING		
				UNIT RATE (Rs.)		TOTAL AMOUNT(Rs.)
				(IN FIGURES)	(IN WORDS)	(IN FIGURES)
	assemble and connect Exhaust pipe as per IS 3589 ERW MS pipe industrial heavy duty with 6 mm thick with flanges, (Vendor to confirm the size of Exhaust system pipe)					
2.1	100 NB for horizontal	Mtr.	20			
2.2	200 NB for Vertical	Mtr.	20			
2.3	Insulation and cladding of 100 NB pipe 50MM Thick mineral wool of density (64 KG/M3) 120Kg/M3, cladding with 24 SWG Aluminum sheet	Mtr.	20			
2.4	Insulation and cladding of 200 NB pipe 50MM Thick mineral wool of density ((64 KG/M3) 120Kg/M3, cladding with 24 SWG Aluminum sheet	Mtr.	20			
2.5	Silencer cladding	Nos	4			
	TOTAL FOR EXHAUST SYSTEM					
3	SUPPORTING STRUCTURE :					
	Supply & Fabrication with steel sections and erection of MS base frames , MS angle channels , flat etc for supporting various items of equipment Panel , Bus ducts , adaptor boxes addition support for proper cable termination, cable trays, etc. Including welding, bolting, chipping ,	MT	3			

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Sl. No.	DESCRIPTION OF WORK	UNIT	QTY.	SUPPLY ,INSTALLATION , TESTING & COMMISSIONING		
				UNIT RATE (Rs.)		TOTAL AMOUNT(Rs.)
				(IN FIGURES)	(IN WORDS)	(IN FIGURES)
	grouting etc, including applying one antirust coat of approved primer and two finished coats of approved paint , breaking and finishing of walls, floors etc. The scope is inclusive of minor civil work as required, supply & installation of GI hardware materials, consumables, anchor fasteners, tools & tackles and necessary labour with supervision but not limited to, and complete as per approved drawings, specification and directions of Engineer-In-Charge. Scope also includes contractor's own lifting and transporting arrangement. The scope also includes					
	TOTAL FOR SUPPORTING STRUCTURE					
4	SAFETY EQUIPMENTS:					
	Safety items like Rubber Mats, Fire Extinguishers (DCP), Danger Boards, Buckets, First Aid Chart, etc. 1 no. 5 kg dry chemical type fire extinguisher, 1 no. 9 Ltr. Mechanical foam type fire extinguisher, 2 meter rubber mat, 2 nos. danger board, 1 no. bucket stand with buckets & 2 nos. first aid chart considered.	Set	2			

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Sl. No.	DESCRIPTION OF WORK	UNIT	QTY.	SUPPLY ,INSTALLATION , TESTING & COMMISSIONING		
				UNIT RATE (Rs.)		TOTAL AMOUNT(Rs.)
				(IN FIGURES)	(IN WORDS)	(IN FIGURES)
	TOTAL FOR SAFETY EQUIPMENTS					
5	STATUTORY APPROVALS : Official charges to customers account					
	Liaison charges for obtaining approval from CEA or CEIG / State and Local Authority for installing and running of DG Set including preparation and submission of required layout and schematic drawings.	LS	1			
	TOTAL FOR STATUTORY APPROVALS					

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REVIVAL OF BCG VACCINE LABORATORY, GUINDY, CHENNAI	
Document name : Supply & Installation of DG	
Document Number : NPI/110729/ELC/TD/02A	
Year	Annual Comprehensive Maintenance Contract Charges (Rs)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Total CMC charges for five years (inclusive of all taxes and duties applicable)	
Total Amount in Words	


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TECHNICAL DATA SHEET

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DATA SHEET FOR D.G.SET TO BE FILLED BY VENDOR:-

NAME OF THE MANUFACTURER: -


M/S. _____


S N	ITEMS	RATINGS/PARTICULARS
2.7	DIESEL GENERATING SETS	
2.7.1	ENGINE	
2.7.1.1	GENERAL	
2.7.1.1.1	MAKE/TYPE	
2.7.1.1.2	BHP AT RATED RPM	
2.7.1.1.3	NOs. OF CYLINDERS	
2.7.1.1.4	TYPE OF ASIRATION	
2.7.1.1.5	OVERLOAD CAPACITY	
2.7.1.2	COOLING	
2.7.1.2.1	TYPE OF COOLING	
2.7.1.2.2	LIST OF EQUIPMENT PROVIDED IN COOLING SYSTEM	
2.7.1.3	LUBRICATING SYSTEM	
2.7.1.3.1	TYPE OF SYSTEM	
2.7.1.3.2	LIST OF EQUIPMENT PROVIDED IN LUBRICATION SYSTEM	
2.7.1.4	FUEL SYSTEM	
2.7.1.4.1	TYPE OF FUEL FOR ENGINE	
2.7.1.4.2	RELEVANT CODE NUMBER OF FUEL	
2.7.1.4.3	LIST OF EQUIPMENT PROVIDED IN FUEL SYSTEM	
2.7.1.4.4	ALL PIPING , VALVEs ETC PROVIDED IN FUEL SYSTEM	
2.7.1.5	EXHAUST SYSTEM	
2.7.1.5.1	HEIGHT OF THE EXHAUST PIPE	
2.7.1.5.2	TYPE OF SILENCER	

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S N	ITEMS	RATINGS/PARTICULARS
2.7.1.5.3	ANTI VIBRATING SPRING MOUNTING PROVIDED	
2.7.1.5.4	NECESSARY INSULATION PROVIDED IN EXHAUST PIPE	
2.7.1.6	STARTING SYSTEM	
2.7.1.6.1	BATTERIES MAKE/TYPE	
2.7.1.6.2	AH RATING OF BATTERY	
2.7.2	ALTERNATOR	
2.7.2.1	MAKE	
2.7.2.2	MODEL	
2.7.2.3	RATED CONTINUOUS KW (NET OUTPUT) AS PER IS 4722 ON UNITY POWER FACTOR	
2.7.2.4	VOLTAGE VARIATION	
2.7.2.5	FREQUENCY VARIATION	
2.7.2.6	RATED SPEED	
2.7.2.7	FULL LOAD CURRENT AT RATED KVA	
2.7.2.8	INSULATION CLASS	
2.7.2.9	TEMPRETURE RISE OVER 50°C AMBIENT	
2.7.2.10	ENCLOSURE CATEGORY	
2.7.2.11	TYPE OF VOLTAGE REGULATOR	
2.7.2.12	TERMINAL BOX SUITABLE OF SANDWICH BUS DUCT	
2.7.2.13	EFFICIENCY AT RATED POWER FACTOR	
2.7.2.14	AT 100% OF LOAD	
2.7.2.15	AT 50% OF LOAD	
2.7.2.16	NO. OF RTD	
2.7.3	ACCESSORIES	
2.7.3.1	ACCESSORIES WITH ENGINE/ALTERNATOR PROVIDED AS PER SPECIFICATION	

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S N	ITEMS	RATINGS/PARTICULARS
2.7.3.2	METERING /PROTECTION AND ACCESSORIES PROVIDED IN GG CONTROL AS PER SPECIFICATION	
2.7.3.3	24 V BATTERY	
2.7.3.4	LIST OF ADDITIONAL ACCESSORIES	


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LIST OF APPROVED MAKES


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APPROVED MAKES OF MATERIALS:

SR.	DESCRIPTION	LIST OF MAKES		
		1.	ENGINE	CUMMINS
2.	ALTERNATOR	STAMFORD	LEROY-SOMERS	
3.	SPACE HEATER	GIRISH & CO	TELELAC	-----
4.	DC BATTERIES	EXIDE	CUMMINS	PANASONIC
5.	RTD	RADIX	WARRIE	ALTOP



Important: -	
1.	Please Tick (") the make of material considered in tender.
2.	Detail submittals in the form of catalogues specification sheets, and samples were called for, shall be submitted one week from the date of order and approvals shall be obtained on the type of accepted make before procurement are made.
3.	Out of the approved makes of materials mentioned above, the make of materials to be used on the work shall be as decided by the Consultant/Client jointly.
4.	In respect of materials for which approved makes are not specified above, these will be of makes to be decided by the consultant and as per sample approved before procurement.
5.	Equipments approved and supplied shall have local servicing facilities available in the region.


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SCHEDULE OF FISCAL ASPECTS

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SCHEDULE OF FISCAL ASPECTS		
Sr. No.	Particulars	Description
1	Submission of completed Tender	7 th June, 2013 15:30 Hrs
2	Opening of Technical Bid	7 th June, 2013 16:00 Hrs
3	Delivery	Within 4 (Four) months from the date of issue of Letter of Intent (LOI)
4	Installation, commissioning and validation	2 (two) months from the delivery of the equipment at site.
5	Advance	20% of the contract value against Bank Guarantee equivalent to 110% of the advance amount and submission of Security Deposit/ Performance Security of 10% of contract value from a Scheduled Commercial Bank. In case of Foreign tenderer, the bank guarantee shall be routed through a nationalized Indian Bank
6	Payment terms	As mentioned in GCC: Clause. 21
7	Liquidated damages/per week	1% per week inclusive of Sundays & Holidays upto a maximum of 5% of Contract Value
8	Warranty Period	24 (Twenty Four) months from the date of Completion.
9	Earnest Money Deposit	Rs. 2,00,000/- (Rupees Two Lakhs Only)
10	Refund of Earnest Money Deposit to unsuccessful bidders	On award of contract to successful bidder
11	Transportation & Insurance	On account of Contractor.
12	B.G/ DD to be in favor of	HLL Lifecare Ltd., Trivandrum
13	All queries / communication to be addressed to	The Vice President – Projects HLL Lifecare Limited C/o HLL Biotech Limited, Ticel Biopark Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113 Email: eas@lifecarehll.com, Contact No: 044 22544949/70/74, Fax – 044 22540101
14	Pre-bid Meeting	Date and Time : 23rd May, 2013 at 11:30 Hrs Venue: HLL Lifecare Limited, C/o HLL Biotech Limited, Ticel Biopark Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113
(Contractor)		(Employer)

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