

e-TENDER ENQUIRY DOCUMENT

FOR PROCUREMENT OF EQUIPMENT & MACHINERY

FOR AND ON BEHALF OF

**INDIAN MEDICINES PHARMACEUTICAL
CORPORATION LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

HLL/PCD/IMPCL-13/15-16



BY

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

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INDEX

Section	Topic	Page No.
Section I	– Notice inviting eTender (NIeT)-----	03
Section II	– General Instructions to Tenderers (GIT) -----	05
Section III	– Special Instructions to Tenderers (SIT) -----	24
Section IV	– General Conditions of Contract (GCC) -----	25
Section V	– Special Conditions of Contract (SCC) -----	39
Section VI	– List of Requirements -----	40
Section VII	– Technical Specifications -----	41
Section VIII	– Quality Control Requirements -----	68
Section IX	– Qualification Criteria -----	69
Section X	– Tender Form -----	71
Section XI	– Price Schedules -----	72
Section XII	– Questionnaire -----	76
Section XIII	– Bank Guarantee Form for EMD -----	77
Section XIV	– Manufacturer’s Authorisation Form -----	81
Section XV	– Bank Guarantee Form for Performance Security /CMC Security -----	82
Section XVI	– Contract Form (A & B) -----	84
Section XVII	– Proforma of Consignee Receipt Certificate -----	88
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	89
Section XIX	– Deleted	
Section XX	– Check List for the Tenderers -----	95

SECTION I NOTICE INVITING e-TENDERS (NIeT)

Tender Enquiry No.: HLL/ePCD/IMPCL/13/15-16

Dated: 29.07.2015

1. Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of The Managing Director of Indian Medicines Pharmaceutical Corporation Ltd. Almora Uttarakhand, Ministry of Health & Family Welfare, Govt. of India, invites sealed tenders, from eligible and qualified manufactures tenderers for supply/ work under this tender covers design, fabrication, manufacture, assembly, testing, erection/ commissioning and installation at consignee site with all documentation required for compliance with all documentation with respect to cGMP compliance of following pharmaceutical equipment & machineries as correspondingly given in below tenders.

Sl. No.	e-Tender Ref. No. (Event No.)	Equipment Name	Qty. (Nos.)	EMD Details (Rs.)
1	3000000258	Avaleha&Chyawanprash filling, capping, labelling, ink batch coding system(Capacity: 1000 Kgs /8 hrs Shift). The plant shall be in compliances to cGMP	1	80,000
2	3000000259	Capsule Polishing With Air Displacement Unit And Capsule Sorter	1	18,000
3	3000000260	Tray Dryer – 48 Trays dryer cGMP Model (Steam Heated)	1	16,000
4	3000000261	Tray Dryer – 48 Trays dryer cGMP Model (Electrically Heated)	1	16,000
5	3000000262	Vibro Sifter 30” GMP Model	4	16,000
6	3000000263	Zero Hold Up Filter Press (14” Dia. x 10 Plates) For High Viscous (Honey Type)	2	16,000
7	3000000264	Auto-Tipper for carrying waste material	1	12,000
8	3000000265	High speed portable glue labeling and ink batch coding machine	2	12,000

2. Tender No.: HLL/PCD/IMPCL/13/15-16

Sl. No.	Description	Schedule
a	Cost of the Tender Enquiry Document	Rs. 3000/- (Rs. Three Thousands Only)
b	Pre-bid meeting date , time & Venue	06.08.2015, 1400HRS IST ,
c	Closing date & time for submission of tender fee and EMD in physical form	24.08.2015, 1400 HRS (IST) Bidders have to submit Original Bank Instruments viz. DD/BC/BG of tender fee and EMD within the above mentioned date and time
d	Closing date & time for submission of online bids	26.08.2015, 1400 HRS IST
	Closing date & time for physical submission of Techno-commercial tenders (Price tender shall only be uploaded online; All other technical and commercial documents uploaded in the e-portal are to be submitted)	26.08.2015, 1500 HRS IST

Sl. No.	Description	Schedule
e	Time and date of opening of online bids	26.08.2015, 1530HRS IST
f	Venue for :- Submission of tender fee, EMD in physical form, Physical submission of Techno-commercial tender only, e-Tender opening, Price tender opening	HLL Lifecare Limited Procurement & Consultancy Services Division B-14A, Sector-62, Noida -201 307

SPECIFIC Instructions for e-Tender Participation:-

3. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
4. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
5. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excepting non-working days). In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
6. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
7. **The tenderers shall submit tender fee and EMD in physical form at the scheduled time and venue.**
8. Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>.
9. The submission of tender online can only be done thru' <https://etender.lifecarehll.com/irj/portal> .
10. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
11. Tenderers shall ensure that their tenders complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**

IMPORTANT NOTE :-Tender fee(Rs.3,000/-) and EMD (As applicable) should be deposited in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before 13-08-2015, 1230 hrs (IST). Submission beyond stipulated date &time would result in REJECTION of BID.**

**SVP (GB)
HLL Lifecare Limited**

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
CONTENTS

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Definitions and Abbreviations	7
2	Introduction	8
3	Availability of Funds	9
4	Language of Tender	9
5	Eligible Tenderers	9
6	Eligible Goods and Services	9
7	Tendering Expense	9
B	TENDER ENQUIRY DOCUMENTS	
8	Contents of e-Tender Enquiry Documents	9
9	Amendments to e-Tender Enquiry Documents	10
10	Clarification of e-Tender Enquiry Documents	10
C	PREPARATION OF TENDERS	
11	Documents Comprising the Tender	10
12	e- Tender Currencies	12
13	e-Tender Prices	12
14	Indian Agent	15
15	Firm Price / Variable Price	15
16	Alternative Tenders	15
17	Documents Establishing Tenderer's Eligibility and Qualifications	15
18	Documents Establishing Good's Conformity to Tender Enquiry Document	16
19	Earnest Money Deposit (EMD)	16
20	Tender Validity	17
21	Digital Signing of e- Tender	17

D	SUBMISSION OF TENDERS	
22	Submission of e-Tenders	17
23	Late Tender	18
24	Alteration and Withdrawal of e- Tender	18
E	TENDER OPENING	
25	Opening of e-Tenders	18
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	18
27	Preliminary Scrutiny of Tenders	18
28	Minor Infirmary/Irregularity/Non-Conformity	19
29	Discrepancy in Prices	19
30	Discrepancy between original and copies of Tender	20
31	Qualification Criteria	20
32	Conversion of Tender Currencies to Indian Rupees	20
33	Schedule-wise Evaluation	20
34	Comparison of Tenders	20
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	20
36	Tenderer's capability to perform the contract	21
37	Contacting the Purchaser	21
G	AWARD OF CONTRACT	
38	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	21
39	Award Criteria	22
40	Variation of Quantities at the Time of Award	22
41	Notification of Award	22
42	Issue of Contract	22
43	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	22
44	Return of EMD	22
45	Publication of Tender Result	22
46	Corrupt or Fraudulent Practices	23

SECTION – II GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

- (i) “TE Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers

- (v) “GCC” means General Conditions of Contract
- (vi) “SCC” means Special Conditions of Contract
- (vii) “DGS&D” means Directorate General of Supplies and Disposals
- (viii) “NSIC” means National Small Industries Corporation
- (ix) “PSU” means Public Sector Undertaking
- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry
- (xiii) “LC” means Letter of Credit
- (xiv) “DP” means Delivery Period
- (xv) “BG” means Bank Guarantee
- (xvi) “ED” means Excise Duty
- (xvii) “CD” means Custom Duty
- (xviii) “VAT” means Value Added Tax
- (xix) “CENVAT” means Central Value Added Tax
- (xx) “CST” means Central Sales Tax
- (xxi) “RR” means Railway Receipt
- (xxii) “BL” means Bill of Lading
- (xxiii) “FOB” means Free on Board
- (xxiv) “FCA” means Free Carrier
- (xxv) “FOR” means Free On Rail
- (xxvi) “CIF” means Cost, Insurance and Freight
- (xxvii) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery .
- (xxviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxx) “IMPCL” means Indian Medicines Pharmaceutical Corporation Ltd.
- (xxxi) “MD” means The Managing Director of IMPCL
- (xxxii) “AMC” means Annual Maintenance Contract (labour and preventive maintenance
- (xxxiii) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)

2. Introduction

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

Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. e-TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I – “Notice inviting e-Tender” (NIeT), the TE documents include:
- Section II – General Instructions to Tenderers (GIT)
 - Section III – Special Instructions to Tenderers (SIT)
 - Section IV – General Conditions of Contract (GCC)
 - Section V – Special Conditions of Contract (SCC)
 - Section VI – List of Requirements
 - Section VII – Technical Specifications
 - Section VIII – Quality Control Requirements

- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security
- Section XVI – Contract Forms
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Deleted
- 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 before submission of the tender

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. **The same shall be published in the websites** as mentioned in para 5 of NIT.

9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the TE documents and will be binding on them.

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

A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. **The purchaser will respond in writing to such request during the pre-bid meeting and/or subsequently publish the desired clarification in the websites as mentioned in para 5 of NIT, provided the same is received by the purchaser ON OR BEFORE THE PRE BID MEETING (unless otherwise specified in the SIT). Representation sent after the pre bid meeting date will not be taken into cognizance.**

C. PREPARATION OF e-TENDERS

11. Documents Comprising the e-Tender

11.1 **THE TENDER SHALL BE SUBMITTED ONLINE ONLY, EXCEPT TENDER FEE & EMD** (to be submitted in physical form on or before the date and time specified in NIT) as mentioned below:

- (i) Technical Bid (Consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate etc.). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.
- (ii) Price Bid (To be filled up in the Proforma, Signed, Stamped, Scanned to pdf mode & attach under PRICE BID.

DO NOT

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

A) Techno--Commercial Tender (Un priced Tender)

All Technical details (eg. Eligibility Criterias requested (as mentioned below)) should be attached in C-Folder of e-tendering module , failing which the tender stands invalid & REJECTED.

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

- 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) Deleted.
- v) Power of Attorney/Authorisation in favour of signatory of TE documents
- 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 purchase 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) Certificate of Incorporation of the bidder.
- x) Checklist as per Section XX.
- xi) Statement of deviations parameter wise from tendered technical specifications, if any.
- xii) Statement of no deviations, confirmation in regard to commercial terms & conditions.

B) Price Tender:

1. Prices are to be quoted in the attached Price Tender format online on e-tender portal in pdf format & apply digital signature certificate. **While uploading the price the tenderer has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.**
2. The price should be quoted for the accounting unit indicated in the e-tender document.

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

1. The information given at clause no.11.1 A) ii) & viii) above should be reproduced with the prices indicated.
2. All pages of the Tender should be page numbered and indexed.

3. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.
4. Tenderer should quote firm and fixed rates.
5. Free goods will be incorporated in price comparison.
7. The specification and size of each product should be as per details given in tender.
7. Any variation may result in the rejection of the tender.
8. Plea of clerical error, typographical error etc., committed by the tenderer would not be accepted.
9. No correspondence will be entertained after opening of the price bid.
10. Any conditional price bid would not be entertained and such tender will be rejected

Note:

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by HLL.

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

The tenderer shall quote only in Indian Rupees.

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, it should be clarified as "NA" by the tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedule. However, separate sealed cover to be used for each schedule for price bid.
- 13.3 The price quoted by the tenderer shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Govt. of India.

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

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

The prices in the price schedule shall be entered 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 finished goods if the contract is awarded(**Purchaser will provide concessional “Form-C” wherever applicable**);
- c) charges towards Transportation, Insurance, Loading/ Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule; if break up is not available it should be mentioned as ‘included’.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for excise duty, sales tax/VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place during the currency of the contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately, Form C shall be made available by the consignee for availing concessional VAT/Trade Tax. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

13.5.4 Octroi Duty and Local Duties & Taxes:

Octroi duty, terminal tax and other levies of local bodies (like town body, municipal body etc.) if not exempted even on production of consignee's certificate, shall be reimbursed to the supplier on production of such proof of payment along with the final bill.

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. Offer with price variation clause will be rejected.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

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

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

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 needs to establish the tenderer's qualifications shall fulfil the following requirements:

a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.

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

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

18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents.

For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(A) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation for the specific goods as per tender enquiry specification under single point registration scheme 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 DGS&D or NSIC, as the case may be).
- 19.3 The earnest money shall be as per GIT clause 12. The earnest money shall be furnished in one of the following forms:
- Account Payee Demand Draft
Banker's cheque and
Bank Guarantee from any of the Commercial Banks
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

20. Tender Validity

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

21. Digital Signing of e-Tender

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

D. SUBMISSION OF e-TENDERS

22. Submission of Tenders

- 22.1 The tender shall be submitted online only.
- (i) Pre-qualification and Technical compliance as per following documents (**ONLY Online submissions for all the documents.**)
- a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - b) Tender Form as per section X.
 - c) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc
 - d) Declaration regarding Fall Clause and Deregistration, debarment from any GovtDept/ Agencies
 - e) Copy of PAN.
 - f) Certificate of Incorporation/Declaration being a proprietary firm.
 - g) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) in pdf format.
 - h) Name, address and details of account with respect to bidder and/or beneficiary of L/C.

- i) Quality Control Requirements as per Section VIII
- j) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- k) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.

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

- 22.2 The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.

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

23. Late Tender

- 23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

24. Alteration and Withdrawal of Tender

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

E. e-TENDER OPENING

25. Opening of Tenders

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

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

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

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

- 25.3 Two - Tender system as mentioned in Para 21.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date

as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. 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

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

27. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning **Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation.** The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;
- (i) Tender Form
 - (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) Deleted.
 - (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 & 17.1.
- (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements for the quoted item (s).
- (xiii) Tenderer has not agreed to the delivery terms and delivery 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 by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29 Discrepancies in Prices

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

30. Discrepancy between original and copies of Tender

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.

31. Qualification Criteria

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

33. Item-wise Evaluation

33.1 In case the List of Requirements contains more than one item, the responsive tenders will be evaluated and compared separately for each item. The tender for a item will not be considered if the complete requirements prescribed in that item are not included in the tender. However, as already mentioned in GIT sub clause 13.2. Conditional discounts shall not be accepted and tender in whole shall be rejected.

34. Comparison of Tenders

Unless mentioned otherwise in Section III – Special Instructions to Tenderers and Section VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery at consignee site basis.

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:

In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

35.2 Deleted.

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 item in the List of Requirements, then, such determination will be made separately for each item.

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

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

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

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

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

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within 21 (twenty-one) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

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

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

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

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

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

46. Corrupt or Fraudulent Practices

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

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

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

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

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

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

Rates:

The rates quoted by the tenderer shall be firm and inclusive of all taxes (including work contract taxes)

SUBMISSION OF e-TENDERS

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- (ii) Except Tender Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL**) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (iv) The prospective bidders may upload Drawing files, if any, in **“.dwf”** format so that the size of document is less. This is a generic format and all software supports this format.
- (v) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & name the files in a way, which describes the contents.

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

Sl No.	Topic	Page
1	Application	26
2	Use of contract documents and information	26
3	Patent Rights	26
4	Country of Origin	26
5	Performance Security	26
6	Technical Specifications and Standards	27
7	Packing and Marking	27
8	Inspection, Testing and Quality Control	27
9	Terms of Delivery	29
10	Transportation of Goods	29
11	Insurance	29
12	Spare parts	29
13	Incidental services	30
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	30
15	Warranty	31
16	Assignment	32
17	Sub Contracts	32
18	Modification of contract	32
19	Prices	33
20	Taxes and Duties	33
21	Terms and mode of Payment	33
22	Delay in the supplier's performance	35
23	Liquidated Damages	36
24	Termination for default	36
25	Termination for insolvency	36
26	Force Majeure	36
27	Termination for convenience	37
28	Governing language	37
29	Notices	37
30	Resolution of disputes	37
31	Applicable Law	38
32	Withholding and Lien in respect of sums claimed	38
33	General/Miscellaneous Clauses	38

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, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

5.1 Within thirty (30) days from date of the issue of notification of award by the Purchaser/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 or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the

Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

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

6. Technical Specifications and Standards

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

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. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 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 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd , TUV, BEARUE VERITAS 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 and as per the delivery period specified in the contract. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

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

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under DDP (Delivery Duty Paid) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

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

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

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

11. Insurance:

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

- i) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

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

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

- ii) 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 consumables and 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, testing, commissioning, trial run, supervision and demonstration of performance test run. All accessories and spares etc as necessary for complete smooth and breakdown free functioning of the entire system shall be provided by the supplier as a part of the project.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Technicians, Staff, operators etc. for operating and maintaining the goods
- iv) Supplying required number of operation & maintenance manual for the goods
- v) Running, operation and maintenance of goods supplied

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

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

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

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement
Upon 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/ courier (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) 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) Certificate of origin;
 - (vi) Insurance Certificate as per GCC Clause 11.
 - (vii) 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, Manufacturing or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The **warranty** shall remain valid for a period as specified in the List of Requirement after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/consignee in terms of the contract, unless specified otherwise in the SCC.
- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - Warranty will cover all accessories and also the items if mentioned in the SCC.
 - Replacement and repair will be under taken for the defective goods.
 - 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 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the AMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the AMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

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

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

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

18. Modification of contract

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

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

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

- a) **20 %** of the contract value will be paid as mobilization advance against submission of Bank Guarantee (BG) of any Nationalised bank in India for equal amount which shall remain valid for a period of 6 (six) months with claim period of 3 (three) months or after the goods has been received by the consignee, whichever is earlier.
- b) **60%** of contract value will be paid on receipt of equipment/ material at site in good condition against 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 (for already imported items only).
 - (vii) Necessary civil drawings for installation of the equipment.

c) On Acceptance:

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

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Deleted
- 21.5 Deleted
- 21.6 The supplier shall send its claim for payment in writing to consignee, when contractually due, along with relevant documents etc., duly signed with date, with copy to HLL life care Ltd.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

22. Delay in the supplier's performance

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. **The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.**
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.

- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, 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.
- 22.6 Passing of Property:
- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per

week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

24. Termination for default

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

25. Termination for insolvency

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

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

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

30. Resolution of disputes

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

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

- 33.1 Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Supplier on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee of any material change would impact on performance of its obligations under this Contract.
- 33.4 Deleted
- 33.5 Deleted
- 33.6 The Supplier shall, at all times, indemnify and keep indemnified the Purchaser/ Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7** All claims regarding indemnity shall survive the termination or expiry of the contract

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

The warranty conditions will be as mentioned in the list of requirement as per section VI of the tender enquiry.

SECTION - VI
LIST OF REQUIREMENTS

Part I

Sl. No.	e- Tender Ref. No. (Event No.)	Equipment Name	Qty. (Nos.)
1		Avaleha&Chyawanprash filling, capping, labelling, ink batch coding system(Capacity: 1000 Kgs /8 hrs Shift). The plant shall be in compliances to cGMP	1
2		Capsule Polishing With Air Displacement Unit And Capsule Sorter	1
3		Tray Dryer – 48 Trays dryer cGMP Model (Steam Heated)	1
4		Tray Dryer – 48 Trays dryer cGMP Model (Electrically Heated)	1
5		Vibro Sifter 30” GMP Model	4
6		Zero Hold Up Filter Press (14” Dia. x 10 Plates) For High Viscous (Honey Type)	2
7		Auto-Tipper for carrying waste material	1
8		High speed portable glue labeling and ink batch coding machine	1

Part II: Required Delivery Schedule:

Delivery shall be within **90 days** from date of Notification of Award. The date of delivery will be the date on which the goods are delivered to the consignee’s site (Tenderers may quote earliest delivery period).

Part III: Scope of Incidental Services:

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

Supplier shall comply with all statutory requirements related to incidental services work to be carried out at IMPCL site, including all applicable safety regulations.

Installation & commissioning shall be completed within 15 days of handing over the site of installation, complete in all respect by the consignee. The date of handing over the site has to be intimated by the supplier to the purchaser. The delay on the part of the supplier to install & commission the equipment will also attract the provisions as contained in the clause 23 of GCC.

In case the installation & commissioning is delayed for any reason(s) for which the consignee is responsible, 10% of the contract price shall become payable, after the expiry of 4 months from the date of arrival of the last consignment at site, subject to furnishing of a bank guarantee of equivalent amount. The remaining 10% shall be payable against final acceptance certificate to be issued by the consignee.

The following utilities shall be provided by the owner at the IMPCL site for installation, testing, commissioning, trial run and performance test run.

1. Power

2. Water (Raw and DM)
3. Steam
4. Compressed air

Part IV: Warranty and AMC

The equipment/goods shall be warranted for 24 month.

One-year service (labour only) for maintenance to be provided after the expiry of warranty period without any additional cost to the Purchaser/ Consignee as and when required.

Part V:

The supplier shall keep sufficient stock of spares for supplies to be made within 15 days after receipt of order(s) from purchaser/consignee.

Part VI:

Required Terms of Delivery and Destination.

- a) Delivery required at Consignee Site.
Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery
- b) Goods to be consigned to:-

The Manager (Materials)
Indian Medicines Pharmaceuticals Corporation Ltd.
MOHAN, District: Almora
(VIA RAMNAGAR - 244 715)
Uttarakhand
Ph: 05947-287871; Fax: 05947-287826/22

SECTION-VII **TECHNICAL SPECIFICATIONS**

Item Sl. No. 1

**Avaleha&Chyawanprash filling, capping, labelling, ink batch coding system
(Capacity: 1000kg per 8 hrs. Shift).
The plant shall be in compliances to cGMP**

1. AIR JET CLEANING SYSTEM FOR JARS / CONTAINERS

An air Jet and Vacuum cleaning system is provided for cleaning of Avaleha&chyawanprash jars. The system consists of a conveyor belt on which Avaleha&chyawanprash jars / containers are placed manually or through turntable. There is a blower provided with suitable pipe connection such that the blower blows air into the containers as they move on the conveyor belts. After the air is blown into the containers there is a negative suction blower / pump provided which sucks the air from inside the containers. Hence the jars / containers are free from any dust / particles as they are double cleaned first by positive blowing and then by negative suction system. All contact parts are made out of SS 304. Blower motor will be 0.5 Hp and suction blower will also be 0.5 Hp

2. ROTARY AVALEHA &CHYAWANPRASH FILLING MACHINE

With change part 100gm/200gm/500gm/1000gm

Rotary Filler shall be suitable for filling Avaleha&Chyawanprash Jars of different sizes with following detailed specifications:-

1. CI Base plate MOC (M.S) clad with SS-304 & Top plate with Rolled Angle legs, 65 X 65 X 6 MOC (M.S) clad with SS-304
2. SS vertical shaft with Center and thrust bearings and Chain wheels, SS304 chain and studs.
3. SS316 Filling head Feed plate / PTFE Friction Plate thickness 6 mm with SS316 Drip Tray, Support bar of SS-304, locating sleeve ...etc.
4. Filling Head to be provided with an Air Nozzle for Tail Cutting.
5. Drive Assembly Complete with Electric Motor, Mechanical Variators/AC invertors drives, WRG Gearbox, and set of sprockets ...etc.
6. W 75 Bonvario Make Gear Box to be coupled with 1.0 H.P, rpm 1380, Bonvario Make Electric Motor / equivalent.
7. AC inverter drives Yaskawa/ Schneider Make / equivalent to be provided inside a control panel along with Digital Displays, MCBs, Push Buttons of Standard Make.
8. Twin Lobe Pump Assembly complete with main body and cover, **SS-316** Pump body and cover, Set of bearings, Drive shaft, driven shaft, set of spur gears, Mechanical Seals etc.
9. Pump Capacity shall be 60 LPM, 1.5 "suction and 1.5 "Discharge.
10. Main C.I. Gear on Pump and a Bakelite Pinion on Motor to reduce Noise.
11. Pump Assembly complete with main body and cover, **SS-316** Pump body and cover, Set of bearings, Drive shaft, driven shaft, set of spur gears etc.
12. S.S. 304 Side panels from all side of machine.
13. Pump & Filling Head to be covered properly with **S.S. 316** covers.
14. Automatic Discharge on discharge conveyor through a Diverter rod.

15. Weight setting by setting Pump RPM and Conveyor Speed.
16. Two Sets of Carriers for jar and One set of Nozzles.
17. Filling Accuracy Plus-Minus 0.5%

Capacity –: Up to 80 Containers per Minute of 125 grams and 8 containers per minute of 5 kg.

- 80 containers per min. 100 gms.
- 70 containers per min. 200 gms
- 60 containers per min. of 500 gms.
- 40 containers per min. of 1000 gms.

3. DISCHARGE CONVEYOR:

Slat Chain Conveyor shall be suitable for receiving filled Polybottles/Jars from the Filling Machine. Conveyor shall have SS-304 side guides all along its length which shall be adjustable according to Jar size.

Detailed Technical Specifications shall be as follows:-

Conveyor Frame Thickness	2.2 mm
Frame Width	250 mm
Slat Chain Width	150 mm
Conveyor Length	1800 mm (\pm 5%)
Conveyor Speed	10 meter per minute (as per line requirement)
Slat Chain Material	SS 304
Motor	0.25 Hp 30 rpm make /Bonvario / Rotomoter / Moto vario or equivalent
Wear Strips	Made with 6 mm thk Nylon flat
Conveyor Height	As per line requirement

4. FOUR HEAD ROTARY HEAT SEALER:

Four Head Rotary Heat Sealing Machine shall be suitable for heat sealing of LDPE laminated Aluminum Taggers on Polybottles/Jars. Machine shall be supplied with Change-Over parts for different sizes of bottles with a change-over time of less than ten minutes. Machine is provided with Transformers to step-down to 50 volts to ensure workers' safety. Pneumatically operated cam is provided to avoid burning of bottles during idle time. Photo Sensor/Micro Sensor shall be mounted on In-feed conveyor to sense the incoming bottles and give signal to start the machine operation. Machine is capable of handling a height variation of 5.0 mm in bottles.

Detailed Technical Specifications shall be as follows :-

Material of construction	Mild Steel with SS 304 contact parts
Top Cladding	0.8 thk SS 304 sheets
Side covers	0.8 thk SS 304 sheets
Control panel	2 mm thk SS 304 sheets
Capacity of machine	30 to 80 bottles per minute (variable speed drive)
Heating elements	50 V, 500 watts each head (dovy make or equivalent)
Simmer stat for temp	Sunvic make or equivalent

control	
Transformers	220 volts to 50 volts 24 nos (2 nos)
Pneumatic cylinder	Festo make
Solenoid valve	Festo make
Contactors	Cutler hammer , BCH make or equivalent.
Ball bearing	SKF make or equivalent.
Geared Motor	1 Hp 50 rpm make Bonvario / Rotomotor / Moto vario or equivalent.
Air pressure requirement	30 psi

5. AUTOMATIC 4 HEAD SCREW CAPPING MACHINE

4 Head Automatic Screw Capping Machine shall be suitable for Chyavanprash Jars of different sizes with following detailed specifications:-

- 1 S.S.-304 .vertical shaft with Center and thrust bearings and Chain wheels, M.S. chain and studs.
- 2 S.S.-304 Capping Tools operated through Cam. Clutch with Torque adjustment., Support bar, locating sleeve ...etc.
- 3 Drive Assembly Complete with Electric Motor, WRG Gearbox, and set of sprockets ...etc.
- 4 Fully Automatic Cap Placement system with Rotary/Vibratory Cap Feeder and Chute in S.S.-304 construction.
- 5 S.S.-304, 1.0 mm thick Side panels from all side of machine.
- 6 One Set of Turret & Guides. (made with 12.0 mm thick hard nylon plate , two teeth.
- 7 Inbuilt Slat Chain Conveyor 2000 mm long, 225 mm width, 3 mm thickness with common drive with machine.
 - Capacity – Upto 80 Containers Per Minute .
 - Electric Power Requirement: -
 - 1.5 H.P. Drive, geared Motor Bonvario / Rotomotor Make or equivalent.

6. PACKING CONVEYOR BELT 10 FT LONG

Technical Specification :

- Machine with good finish
- Construction S.S. 304
- Belt width : 350mm
- Belt material : PVC coated polyester 2.0 mm thick (imported) foodgrade
- Frame type : Bed type with, made with 2.0 mm thick SS304 sheet & 32X32 SS 304 Square pipe legs
- Side planks : 275 wide on both side made with 1.5 mm thick SS 304 Sheet.
- Pulleys / Rollers : M S Zinc Plated
- Plank Supports : M S Zinc Plated
- Speed of conveyor : 10 mtr per min., variable with VFD Schenieder make or equivalent
- Geared Motor : 0.25 HP , 30rpm , banario make or equivalent
- Conveyor height : 800mm -900mm
- Take up : screw type at tail pulley
- Structure Pipe / angles etc
- 0.5 HP, 3 Phase, 1440 RPM Motor with Gear Box

7. STICKER LABELING MACHINE

Description		
The Automatic Vertical Sticker Labeling machine is used for full/partial wrap around labelling on different size of round containers. It is capable of labelling up to 150 containers per minutes depending on products and label size. The automatic model shall be equipped with roller spacing device resulting in a operation with “No change parts required”.		
Operation		
The round containers positioned on conveyor are released at equal distance by creating space between two containers with the help of roller spacing device. At the labelling point, an electronics product sensor senses container & releases a label from self adhesive label roll. If machine is equipped with batch printing device, batch printing device prints the batch no. & other matter on label while label is stationary between dispensing of two labels. The sensed round container moves on conveyor and picks the released label. Then the labelled container moves further through a rubber pressing belt & stationary rubber pad which ensures neat & perfect fixing of label on the container diameter.		
Technical Specifications		
Direction of Movement	Left to Right	
Output/Hour*	3600 to 9000 Nos.	
Electrical Specification**	Conveyor Motor	0.50 HP, 415 Volts, 50 Hz
	Pressing device Motor	0.25 HP, 220 Volts, 50 Hz
	Sticker Roll Servo Motor	400 W
Height of Conveyor**	860 mm to 910 mm	
Machine Dimensions**	1835mm(L) x600 mm(W) x 1450mm(H) or vendor to specify	
Input Specifications		
Label Specification	Length**	30 mm to 180 mm or vendor to specify
	Width**	16 mm to 100 mm or vendor to specify
	Roll Diameter	Max. 300 mm X ID 75 mm or vendor to specify.
	Space between two label	Min. 3 mm in anti-clock wise
Container Size**	Round Shape	Ø 22 mm to Ø 100 mm or vendor to specify Respectively height 40 mm to 240 mm or or vendor to specify(Height option for other bottle height available)
* label size for container (100gms/ 200gms/ 500gms/ 1000gms)		
Salient Features		
<ul style="list-style-type: none"> • High Production Speeds. • Mild steel structure clad with stainless steel 304 sheet to meet GMP norms. • PLC Based operation, Siemens or equivalent make. • Accurate label placement. • Product data storage facility. • No change parts requirements. • Very less time for change over. • Suitable for Glass, Plastic, Pet, Tin, Corrugated containers. 		
Utility Requirement		
Electrical supply	3 Phase + Neutral + Earthing	
Electrical load	1 KW	
Air Pressure: Minimum	6 bar pressure 2 CFM for printing device	

8 .INK JET CODING DEVICE

Ink Jet Printer

- Windows based operating system
- External USB port
- Out of the box connectivity
- More rugged combined power supply and HV PSU
- Built in Ethernet & Web server for network control
- On board multiple raster selection
- New design user interface
- Context sensitive help feature & intuitive icon drive
- Simpler electronics (Separate PEB & SBC & UI)
- Ink levels & service levels on home screen
- Installation wizards
- Built in digital gear box (both multiplier and divider)
- Remote message selection & status monitoring
- One touch power / jet button

NOTE : (Applicable for both the Schedule-1 & 2 items)

- 1) Product containers sample, if required by the tenderer, the same to be requested for by the tenderer from IMPCL at least 10 days prior to the bid opening.
- 2) Where ever specific make (s)/ equivalent is specified, and in case supplier is supplying equivalent make, he shall obtain prior approval from the purchaser for such equivalent make.
- 3) All electrical wiring, connection and trial run are in scope of supplier.
- 4) Scope of Standard Documentation for complete line
 - Validation documents DQ, OQ, IQ, PQ etc.
 - Material Test certificate for contact parts
 - Installation & Maintenance Manual
 - Spare Part List
 - Certificates, Manual for Bought out items
 - Electrical Diagram
 - Schematic Diagram and GA Drawings of all machines showing dimensions should be approved from the purchaser before manufacturing.
 - Inspection- By Client/Purchaser or by their nominated agency.
 - Trial- No load and with load running for 1(One) Hr at vendor factory.
 - Final Trial & validation with doc to be provided by supplier.
 - Quarterly route inspection of machines in the defect liability period has to be done by the supplier that without any additional charge to purchaser.
 - Packing- Wrapped in Plastic/ wooden box with Net wt and gross Wt –vendor to specify
 - Installation and commissioning - At client site

Item Sl. No. 2**CAPSULE POLISHING WITH AIR DISPLACEMENT UNIT AND CAPSULE SORTER**

SR.N O.	DESCRIPTION	SPECIFICATION
1	Purpose	<ul style="list-style-type: none"> Clean and maintenance of capsule using Capsule polishing with vacuum pump for dust extraction. Compact Air Displacement unit act as a dust extraction unit is used for collecting loose powder from the polishing chamber. Quick Clamping arrangement for vacuum chamber lid Large surface area for air filtration due to pleated filter bag Provision for shaker to remove powder from filter bag. And capsule/tablet sorter for inspection of capsule upto 40,000-50,000 caps/hr approx.
	Operating Temp.	Ambient
	Operating Pressure Of Dry Air (Polishing Unit)	6 kg/cm ² , 120LPM approx
	Performance	Vendor specify
	Working Capacity	40000-50000 Capsule/hrs Approx
	Vacuum (Air Displacement Unit)	Flow 2800 LPM approx, 500 mm of water max.
	Charging Inputs	Manual charging
	Discharging Outputs	Manual discharging
2	Design Data	
	Model	GMP
	Code	good engineering practice GMP
	Dimensions	vendor to specify
3	Drive Assembly	
	Type	
	Motor Detail De Dusting And Polishing Unit	0.25 HP, 230 V, single phase, 50 Hz (ABB/SIEMEN/equivalent)
	Motor Detail Air Displacement Unit	2 Hp, 230 V, single phase, 50 Hz (ABB/SIEMEN/equivalent)
4	Material Of Construction	
	Contact Parts	SS 316
	Non-Contact Parts	SS 304
5	Electricals	
	Starter	D. O. L. Type with other components (Siemens/L&T/Equivalent)
6	Finish	
	Contact Parts	Mirror Finish
	Non-Contact Parts	Matt finish
7	Safety Features	
	Overload Protection Relays	Yes
8	Utility (Polishing, Air Displacement)	230 V /1 PH/50 Hz, 230V/3PH/50Hz

9	Documentation	
	Scope of documentation	-Validation documents DQ,OQ,IQ,PQ etc. -Material Test certificate for contact parts -Installation & Maintenance Manual -Spare Part List -Certificates, Manual for Bought out items -Electrical Diagram -Schematic Diagram.
10	Inspection	By Client
11	Spare	Vendor to specify/recommend essential spare.
12	Trial	No load running for 1/2 Hr at vendor factory. Trial & validation with doc.
13	Packing	Wrapped in Plastic/ wooden box with Net wt and gross Wt –vendor to specify
14	Installation & Commissioning	At client site

NOTE (1): Where ever specific make (s)/ equivalent is specified, and in case supplier is supplying equivalent make, he shall obtain prior approval from the purchaser for such equivalent make.

NOTE (2): All electrical wiring, connection and trial run are in scope of supplier.

NOTE (3): Scope of Standard Documentation for complete line

- Validation documents DQ, OQ, IQ, PQ etc.
- Material Test certificate for contact parts
- Installation & Maintenance Manual
- Spare Part List
- Certificates, Manual for Bought out items
- Electrical Diagram
- Schematic Diagram and GA Drawings of all machines showing dimensions should be approved from the purchaser before manufacturing.
- Inspection- By Client/Purchaser or by their nominated agency.
- Trial- No load and with load running for 1(One) Hr at vendor factory.
- Final Trial & validation with doc to be provided by supplier.
- Quarterly route inspection of machines in the defect liability period has to be done by the supplier that without any additional charge to purchaser.
- Packing- Wrapped in Plastic/ wooden box with Net wt and gross Wt –vendor to specify
- Installation and commissioning - At client site

Item Sl. No. 3**Tray Dryer – 48 Trays cGMP Model (Steam Heated)**

S. No.	Description	Specifications
A	Basic Machine	48 Tray dryer
		GMP Model
		Steam heated
		External Finish:- 180 grit Matt Finish
		Internal Finish:- 220 Grit Mirror Finish
B	Equipment Detail :-	
1.	Type	Air Tray dryer
2.	Tray	32” x 16” x 1.25 Ht Rounded Corners
		MOC:- SS-316 Mirror finish
		Thickness :- 18 SWG
3	Door	Thickness -16SWG inside & 14 SWG Outside
		Gasket:- Silicon
		Type:- Rotating type Screwed lock to avoid Sparking No Self Locking type
4	Insulation	75 mm thick glass wool
5	Inside Sheeting Thickness	1.6 MM
6	Outside Sheeting Thickness	2 MM
7.	Heating	Steam Coil SS-304 – 2Nos.
8.	Heat transfer Area	12 Sq. Meter
9.	AIR – Inlet filter	20 ,5 & 0.3 micron, class 100 Hepa with “Dawyer” make magnehelic Gauge to measure the pressure Drop across the Filters
10.	Air- Exhaust filter	High Temperature 5 μ Non-woven media With 1 H.P. Blower to through Air in Technical Area
11.	Fan Blower	SS-304 dynamically balanced
12.	Blower Shaft	SS-304
13.	Control Panel	Non FLP with SS-304 cover
14.	No. of Fan	01
15.	Exhaust Damper	In technical area, Opera table from Product area.
C.	Operation / Controls	
1.	Operating temperature	60°C to 80°C
2.	Design temperature	100°C
3.	Temperature Indicator	Digital in SS-304 Control Panel

4.	Temperature Control	Connect with your steam control valve it will cut off at set Temp.
5.	Door Limit Switch	Interlocked with fan motor i.e. when you Open the door whole operation will off.
D.	Electrical	
1.	Blower Capacity	1000 m ³ h ^v /Vendor to specify
2.	Motor HP	1H.P. , 3 Phase , 415 V, 50 HZ
3.	CFM at Exhaust	300
4.	RPM of the Fan	800
5.	Motor Make	“Remi” /” Crompton”/ equivalent
6.	Motor Type	TEFC energy efficient
7.	Class of Approval	IP-55
8.	Operating Panel	S.S. 304
E.	Material of Construction	
1.	Outside Sheeting	SS-304
2.	Inside Sheeting	SS-304
3.	Door	SS-304
4.	Tray	SS-316
5.	Heating Coil	SS-304
6.	Fan	SS-304
7.	Shaft	SS-304
8.	Steam control valve	1” Electro-pneumatic type “ Aira” make
9.	Steam Inlet	1” BSP
10.	Steam Outlet	1” BSP
11.	Control panel	S.S. 304 body, R,Y,B lamp, Blower On Off , Steam On Off , Temp. Controller for Inlet , Temp. Indicator for Outlet , Process Timer , Amp. & Volt Meter , Mains on Off.
F.	Trolley to hold 48 trays	MOC 304
1.	48 Trays MOC & Size	S.S.-316 trays in 18 S.W.G. with Radius corner Size:- 16’x 32” x 11/4”

Item Sl. No. 4**Tray Dryer – 48 Trays dryer cGMP Model(Electrically Heated)**

S. No.	Parameter	Specifications
A	Basic Machine	48 Tray dryer
		GMP Model
		Electrical heated
		External Finish:- 180 grit Matt Finish
		Internal Finish:- 220 Grit Mirror Finish
B	Equipment Detail :-	
1.	Type	Air Tray dryer
2.	Tray	32” x 16” x 1.25 Ht Rounded Corners/ Vendor to specify
		MOC:- SS-316 Mirror finish
		Thickness :- 18 SWG/ Vendor to specify
3	Door	Thickness -16SWG inside & 14 SWG Outside/ Vendor to specify
		Gasket:- Silicon
		Type:- Rotating type Screwed lock to avoid Sparking No Self Locking type
4	Insulation	75 mm thick glass wool
5	Inside Sheeting Thickness	1.6 MM/ Vendor to specify
6	Outside Sheeting Thickness	2 MM /Vendor to specify
7.	Heating	Air Heater 12 K.W.
8.	Heat transfer Area	12 Sq. Meter/ Vendor to specify
9.	AIR – Inlet filter	20 ,5 & 0.3 micron, class 100 Hepa with “Dawyer” make magnehelic Gauge to mesure the pressure Drop across the Filters
10.	Air- Exhaust filter	High Temperature 5 μ Non woven media With suitable Blower to through Air in Technical Area
11.	Fan Blower	SS-304 dynamically balanced
12.	Blower Shaft	SS-304
13.	Control Panel	Non FLP with SS-304 cover
14.	No. of Fan	01
15.	Exhaust Damper	In technical area, Opera table from Product area.
C.	Operation / Controls	
1.	Operating temperature	60°C to 80°C
2.	Design temperature	150°C

3.	Temperature Indicator	Digital in SS-304 Control Panel
4.	Temperature Control	Connect with your steam control valve it will cut off at set Temp.
5.	Door Limit Switch	Interlocked with fan motor i.e. when you Open the door whole operation will off.
D.	Electrical	
1.	Blower Capacity	1000 m3h/Vendor to specify
2.	Motor HP	1H.P. , 3 Phase , 415 V, 50 HZ
3.	CFM at Exhaust	300
4.	RPM of the Fan	800
5.	Motor Make	“Remi” /” Crompton”
6.	Motor Type	TEFC energy efficient
7.	Class of Approval	IP-55
8.	Operating Panel	S.S. 304
E.	Material of Construction	
1.	Outside Sheeting	SS-304
2.	Inside Sheeting	SS-304
3.	Door	SS-304
4.	Tray	SS-316
5.	Heating Coil	SS-304
6.	Fan	SS-304
7.	Shaft	SS-304
8.	Control panel	S.S. 304 body, R,Y,B lamp, Blower On Off , Steam On Off , Temp. Controller for Inlet , Temp. Indicator for Outlet , Process Timer , Amp. & Volt Meter , Mains on Off.
F.	Trolley to hold 48 trays	MOC 304
1.	48 Trays MOC & Size	S.S.-316 trays in 18 S.W.G. with Radius corner Size:- 16’x 32” x 11/4”

Item Sl. No. 5**Vibro Sifter 30" GMP Model**

The machine Drive is totally enclosed by circular cladding. Drive mechanism through specially designe vibrating motor working on 1440 RPM.415 V, 3phase AC supply with adjustable vibrating petals directly mounted on the top plates which is rest on spring pads to achieve continuous vibration. The vibrating energy screen unit consisting of circular pre-tightened screen mounted on the top plates. The top weight petals caused vibration in the horizontal plane which causes the material to move across the screen towards the Perry. The lower weight petals act to till the mchine which caused vibration in the vertical tangential axis. The angle of lead of the lower weight with relation to the upper weight provide, variable control of the screening pattern.

Technical Specifications :-

Model – 30"

Screen Size – 750 mm

Vibro Motor Non-FLP(special purpose Vibration type) – 0.5HP, VPM 1440 “

Make: Vikrant/Equivalent make

Sieves: 2 nos. Each of 120,100,80,60,16

Output is depending upon mesh size.

SS 316 Quality (contact parts) 30" GMP Model with Single deck With S.S.-316 Silicon moulded sieve , S.S. bracket & P.U. wheels with Brakes.

Item Sl. No. 6**Zero Hold Up Filter Press****(14" Dia. x 10 Plates) For High Viscous (Honey Type)**

The Filter Unit required for clear filtration of liquid, Chemicals, Pharmaceuticals, Oils, Inks, beverages, food, cosmetics, paints, dye intermediates etc. The Filtration unit consists of a strong tank with S.S. top cover & tightening bolts. The filtering assembly fitted in the centerof the tanks. Filtering plates, perforated screens, filter media, interlocking cups. The top cover fits on a gasket provided in the groove with the help of tightening ring nuts. The pressure gauge & air vent valve are also fitted on the top cover.

ZHFP 14X 10 (14" Dia.x10 Plates cGMP Model)

**M.O.C All Liquid contact parts are S.S. 316 quality &
Non contactparts are S.S. 304 Quality**

FILTERING AREA	1.001 Square Mtrs.
CAKE HOLDING CAPACITY	30.25 Ltrs
OUTPUT LTR/HRS	1700 Ltrs/Hour (In Water Basis)
NO.OF PLATES	10 Plates
DIAMETER OF PLATES	14"
HEIGHT OF PLATES	38 mm S.S. 316 quality
THICKNESS OF PLATES	16 Swg. S.S. 316 quality
THICKNESS OF SIEVES	18 Swg. S.S. 316 quality
QTY. OF SIEVES	11 Nos.

FILTER CLOTH	182 A
QTY. OF FILTER CLOTH	11 Nos.
TIE RODS	4 Nos. S.S. 316 quality
CENTRE TIE ROD	1 No. S.S. 316 quality
CENTRE PRESSURE CUP	10 Nos. S.S. 316 quality
GROOVE PLATE	12 mm Thick S.S. 316 quality
PRESSURE GAUGE	¼” B.S.P.
GASKET	Silicon
STAND	S.S. sheet 304 quality made out of 10 Swg. thick sheet fitted with
	4 nos. of Nylon castor Wheels, with S.S. 304 quality bracket.
FINISH	Polished to mirror finish

GEAR PUMP FOR Zero Hold Up Filter Press

TYPE OF PUMP	:Gear Type Positive Displacement
M.O.C.	:S.S. 316 quality
SIZE OF PUMP	:1” Dia
SHAFT SEALING	:Oil Seal
MOTOR	:2HP 1400 RPM
HEAD	:6 Meter
MAKE OF MOTOR	:Remi /Equivalent. Non Flame Proof motor
ON/OFF PUSH BUTTON	:“Siemens” make Non FLP On/Off push button
SUPPLY	:415 V Ac 3 Phase/50hz
MOTOR GUARD	:S.S. 304 quality

Item Sl. No. 7

Auto-Tipper for carrying waste material

- The mini Four wheeler Auto-Tipper is required for to be used to transport and dump factory waste materials, debris, hazardous and other construction material.
- The tipping height to ensures that it can also be dumped into another Vehicle’s Load Body.
- Tipping up to 90 degrees for complete off-loading of material
- Galvanised and skin passed sheets for better rust prevention and superior surface finish
- Other Specification:

Fuel	Diesel
Max. Power	16 HP @ 3200 rpm ± 2%
Max. Torque	38 Nm @ 2000 rpm ± 2%
Transmission	4 speed
Wheelbase	2100 mm± 10%
Max. Speed	60-80kmph
Overall Length	3600-4000mm
Overall Width	1450-1700mm
Overall Height	1750-1850mm
Capacity	1.6-2.0Cu.M
Payload	400-500 Kgs
Chesis	Tata/ Mahindra/Bajaj or equivalent
Warranty	3 Years or 50,000 km.

Item Sl. No. 8**High speed portable glue labeling and ink batch coding machine**

Sr.No.	Machine Name
1	Turn Table, GMP Model - 36" Dia with A/C Frequency Drive
2	Automatic High Speed Labeling Machine, For Round Container with A/C Frequency Drive & Digital Pulse Counter

1/. Turn Table, GMP Model - 36" Dia., with A/C Frequency Drive	
Description	
Stainless steel scrambler & Un Scrambler, which is familiar as turn table. This is built on MS Square frame, solid guide rail & reduction gear box for jerk less & noiseless performance. Turntable is useful to ensure total synchronization, uniform flow of container and to take a turn at 90 degree to suit different machine and purpose in automatic liquid line.	
Operation	
Container inputs in turn table by manually or automatic will rotate on disk of turn table and exit through outlet, during rotation of container will be guided by a SS strip, which will guide the container towards outlet path.	
Technical Specifications	
Model	GMP
Direction	Clockwise
RPM of Disk	Through ACVFD
Power Characteristics*	0.5 HP/220 V/50 Hz
Height of Disk*	860 mm to 910 mm
Input Specifications	
Container Size*	Round Shape Ø 22 mm to Ø 100 mm Respectively height 58 mm to 240 mm (Height option for other bottle height available)
* We can supply as per customer requirements.	
Salient Features	
<ul style="list-style-type: none"> • Construction AISI S.S. 304 Quality. • Three step pulley for different speed. • Special self-aligning bearings ensure smooth and trouble free operation. • Suitable for different type of container. • S.S. Elegantly Matt Finished Body. • Reduction gears ensure jerk free and noiseless operation. • Matt Finished body. 	
Utility Requirement	
Electrical supply	Single Phase + Neutral + Earthing
Electrical load	0.5 KW

2/. Automatic High Speed Labeling Machine, (For Round Container) with A/C Frequency Drive & Digital Pulse Counter
Change over of each size of Container & Label Size
Optional Features
Code Over Printing Device

Description		
Automatically labels round container of glass, plastic, aluminum, pet, cardboard container, will wrap-around labels in the vertical position by using cold glue.		
Operation		
The round containers positioned accurately by the feed worm for wrap-around operation at the operation at the labeling point, the rotating glue cylinder receives cold glue from gluepot that subsequently gets transferred on the Glue Rubber Roller. Finally a fine, even and thin film of glue is transferred to the gluing pad. The round container on the moving conveyor at the feed worm actuates a sequence, which result in the oscillation of the Label Box. The rotating Label Master aligned with the help of pick up fingers from the Label Master & with oscillating Label Box. The pick up cylinder receives labels with the help of pick up fingers from the label master. The pick up cylinder holds the labels perfectly with due to vacuum during its rotational movement. Simultaneously the pick-up fingers move inside. The round container moves on conveyor with the help of worm and glued label on pick-up cylinder wrapped around to container by virtue of strip belts. Then the labeled container moves further through a rubber pressing belt & stationary rubber pad that ensures neat & perfect fixing of label.		
Technical Specifications		
Model	GMP	
Direction of Movement	Left to Right	
Output / Minute*	Up to 120 bottles @ 60 ml	
Electrical Specification**	Main Motor	0.75 HP, 415 Volts, 50 Hz
	Vacuum Pump	0.5 HP, 415 Volts, 50 Hz
Height of Conveyor**	860 mm to 910 mm	
Change parts required	(A) Container: Feed Worm (B) Label: Label Muster, Upper - Lower Plate, Pusher Plate	
Input Specifications		
Label Specification	Length**	20 mm to 140 mm***
	Width**	16 to 90 mm***
	Thickness	65 to 70 GSM (The Direction of Grains of the label must always be parallel to the containers axis. The paper should be flexible)
Container Size**	Round Shape	Ø 16 mm to Ø 100 mm*** Respectively height 40 mm to 240 mm*** (Height option for `other bottle height available)
Wet Glue	Glass/Plastic/PET etc	As per recommended in user manual.
* Depending on the size of container, label & glue.		
** We can supply as per customer requirements.		
*** With help of change parts.		
Salient Features		
<ul style="list-style-type: none"> Stainless Steel cladding or hard chrome plating of all exposed parts to ensure long life and resistance against corrosion. Adjustable Conveyor Height to align with other machine of the line. Minimum changeover time is required from one size of container or label to another. Special self-aligning bearing ensure smooth and trouble free rotation of the parts. These self-aligning bearings help in quick assemble during periodical maintenance of the unit. They also allow more flexibility in maintaining tolerances. No container, No label, an electrical sensing device avoids wastage of labels, it also helps in keeping the unit neat & clean. Minimum changeover time is required from one size of container or label to another. Suitable for overlap labeling an flag type labeling where the length of label is more than circumference of the container. A highly efficient vacuum pump develops sufficient vacuum to hold labels big or small on the pick-up cylinder. Complete protection of the motors is ensures by the contactors and relays of appropriate ratings. 		
Utility Requirement		
Electrical supply	3 Phase + Neutral + Earthing	
Electrical load	1 KW	

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Five years or as specified in the List of Requirement Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other parts wherever applicable) from the date of installation, commissioning and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to IMPCL
- 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 near to IMPCL, Mohan to support the service on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

3. Training:

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

4. Delete

Section – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

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

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. Email ID
 - d. telephone number
 - e. fax number

- 02 Plant and machinery details

- 03 Manufacturing process details

- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)

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

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

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

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

The tenderer must meet the following Qualification Criteria.

- (1) The tenderer must be a Manufacturer/Executor.
- (2) During the last five years from the date of this tender opening, tenderers must have successfully supplied, installed and commissioned atleast one order for item(s) similar to the quoted machine/equipment/goods meeting major specification parameters. Documentary evidence (duly signed and stamped) must be enclosed. The performance report from end users/clients in this regard should also be submitted along with the bid, failing which the tender is liable to be ignored.
- (3) Average annual turnover of the tenderer must be at least **Rs40 Lakh in Last three financial years** prior to date of tender opening. Documentary evidence duly certified by CA must be enclosed.
- (4) Tenderers must have service office either in Delhi / Utrakhand/ within 500 km from consignee's place. The list of the service station which are available for North Indian clients may also be submitted.

Note:

1. The Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer shall furnish atleast one Satisfactory Performance Certificate from the end user in respect of above, duly translated in English, alongwith the tender.

The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

2. 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.
3. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

If at any time, information furnished is proved to be false or incorrect, the earnest money and or performance security furnished will be forfeited.

Section – X
TENDER FORM

Date_____

To,
SVP (GB),
HLL Lifecare Limited
Procurement and Consultancy Division
B-14A, Sector -62, Noida -201307, Uttar Pradesh

Ref. Your TE document No. _____ dated _____

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

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

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

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

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

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

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

(Signature with date)

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

SECTION – XI PRICE SCHEDULE**PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1	2	3	4	5					6	
				Price per unit (Rs.)						
Item Sl. No.	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)	Transportation charges (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (e)	Unit Price (at Consignee Site) basis (Rs.) (g) =a+b+c+d+e	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)

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 Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition.
3. Price must be quoted on consignee's door delivery basis inclusive of all the components as mentioned in the above format.
4. Purchaser will make the payment after receipt of goods at consignee's site in good condition as per payment terms in the contract.
5. Price including all Taxes.

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

SECTION – XII

QUESTIONNAIRE

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

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

SECTION – XIII
BANK GUARANTEE FORM FOR EMD

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

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

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer(s)

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

SECTION – XIV

MANUFACTURER'S AUTHORISATION FORM

To
SVP(GB),
HLL Lifecare Limited,
Procurement and Consultancy Division,
B-14 A, Sector -62,
Noida -201307, Uttar Pradesh

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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.

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

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

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

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

2. Original letter may be sent.

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ADVANCE

To
The Managing Director
Indian Medicines Pharmaceuticals Corporation Ltd.
MOHAN, District: Almora
(VIA RAMNAGAR - 244 715)
Uttarakhand

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

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

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

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

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

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

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

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

.....
Name and designation of the officer

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

**SECTION – XVI
CONTRACT FORM**

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

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

Contract No _____ dated _____

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

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

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

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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

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

- (ii) Delivery schedule

- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

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

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

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

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No _____ dated _____

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

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

(d) Quantity: _____

(e) Air Way Bill/Railway

Receipt/ Goods Consignment Note no _____ dated _____

(f) Name of the Transporter: _____

(g) Name of the Consignee: _____

(h) Date of commissioning and proving test: _____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ##

or

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

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

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

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

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

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

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

Signature

Name:

Designation with stamp

Explanatory notes for filling up the certificate:

- He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- Training of personnel has been done by the supplier as specified in the contract
- In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

SECTION – XX**CHECKLIST****Name of Tenderer:****Name of Manufacturer:**

Sl. 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 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney/Partnership Agreement in favour of the signatory attested by a Notary Public.			
3.	Are you an SSI unit, registered with NSIC under single point registration scheme or registered with DGS&D for the quoted item(s)? If so, have you enclosed a copy of the registration certificate?			
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 from end user in respect of all orders mentioned in the Proforma in section IX of TE Document?			
b.	Have you submitted copy of the order(s)?			
6.	Deleted			
7.	Have you confirmed that the terms of delivery shall be 'Delivery at Consignee's site'?			

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
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 incorporation?			
14.	Have you fully accepted the warranty as per TE document?			
15.	Have you accepted all terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18.	Have you submitted the certificate of incorporation?			

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 tenderer 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)