

TENDER ENQUIRY DOCUMENT

**FOR PURCHASE OF HERBAL EXTRACTION PLANT
(Capacity 100 kgs of powder as product)**

FOR AND ON BEHALF OF

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

HLL/PCD/IMPCL-08/14-15



BY

HLL LIFECARE LIMITED

(A GOVT. OF INDIA ENTERPRISE & Formerly HINDUSTAN LATEX LTD.)

Procurement & Consultancy Services Division

B-14A, Sector-62,

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SECTION I**NOTICE INVITING TENDERS (NIT)****Tender Enquiry No.: HLL/PCD/IMPCL-08/14-15****Dated: 11.08.2014**

1. Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of The Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), invites sealed tenders, from eligible and qualified manufactures for supply/ work under this tender covers design, fabrication, manufacture, assembly, testing and supply at consignee site, erection/ commissioning , all documentation & testing for cGMP compliance of following equipment & machineries for Indian Medicines Pharmaceutical Corporation Ltd (IMPCL) :

Sl. No.	Description of Item	Qty./ Set	EMD (Rs.)
1	Herbal Extraction plant (Capacity 100kgs of powder as product per day 12-18 Hrs.)	1	3,40,000

2. Tender No.: HLL/PCD/IMPCL-08/14-15

Sl No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	13.08.2014 To 10.09.2014
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited Procurement & Consultancy Services Divn. B-14A, Sector-62, Noida -201 307
iii.	Cost of the Tender Enquiry Document	Rs. 2000.00
iv	Pre Tender Meeting Date & Time	21.08.2014, 11.00 am
v	Pre Tender Meeting Venue	Same as given in 2 (ii)
vi.	Closing date & time for receipt of Tender	11.09.2014, 02.00 PM
vii.	Time and date of opening of Techno-Commercial tenders	11.09.2014, 02.30 PM
viii	Venue of Opening of Techno Commercial Tender	Same as given in 2 (ii)

3. Interested tenderers may obtain further information about this tender from the office of Head (P&CD), HLL Lifecare Ltd., Noida. Tender Enquiry Documents may be purchased on payment of non-refundable tender fee of Rs. 2,000.00 per set in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of "**HLL Lifecare Limited**" payable at New Delhi.
4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/ Speed Post to the tenderers, for which extra expenditure per set will be Rs 100.00 for post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above. However, HLL Lifecare Ltd. shall not be responsible for any postal loss or delay.
5. Tenderer may also download the tender enquiry documents from the web site www.impclmohan.nic.in, www.lifecarehll.com & www.eprocure.gov.in and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. Tender without tender fee shall not be considered valid.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited , Procurement and Consultancy Division, B-14A, Sector -62, Noida -201307, Uttar Pradesh** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier

must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.

8. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.
10. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

For and on behalf of Indian Medicines Pharmaceutical Corporation Ltd (IMPCL)

Head (P & CD)

HLL Lifecare Limited,

Procurement & Consultancy Services Division

B-14A, Sector-62, Noida-201307,

Uttar Pradesh

Phone: 0120-4071500

SECTION - II**GENERAL INSTRUCTIONS TO TENDERERS (GIT)****CONTENTS**

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A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

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

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

3. Deleted

4. Language of Tender

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

Section II	– General Instructions to Tenderers (GIT)
Section III	– Special Instructions to Tenderers (SIT)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
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	– Deleted
Section XV	– Bank Guarantee Form for Performance Security
Section XVI	– Contract Form
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

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/email, followed by copy of the same by registered post/speed pos to all prospective tenderers, who 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 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 purchaser receives the same on or before the scheduled date of pre-bid meeting.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The **Two Tender System**, i.e. “Techno – Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

A) Techno – Commercial Tender (Un priced Tender)

- 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:

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

N.B.

1. All pages of the Tender should be page numbered and indexed.
 2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- 11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
Individuals signing the tender or other documents connected with a contract must specify whether he signs as:
- (i) A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
 - (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
 - (iii) Constituted attorney of the firm if it is a company.

N.B. (1) In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

(2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.

(3) A person signing 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;
- 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 Only one tenderer is permitted to quote for the same manufacturer irrespective of models.

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(B) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period 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. 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 12.2. The earnest money shall be furnished in one of the following forms:
- i. Account Payee Demand Draft
 - ii. Banker's cheque and
 - iii. Bank Guarantee 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. Signing and Sealing of Tender**
- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as “Original” and “Duplicate”. Duplicate tenders may contain all pages including Technical Literature/Catalogues as in Original tenders.
- 21.3 The original and duplicate copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.5 The tenderer is to seal the original and copy of the tender in separate envelopes, duly marking the same as “Original”, “Duplicate” and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope along with envelope containing EMD, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as **‘Techno - Commercial Tender’**, and the second part **‘Price Tender’** as specified in clause 11 of GIT. Tenderer shall seal **‘Techno - Commercial Tender (along with envelope containing EMD)’** and **‘Price Tender’** for each item separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, Sector -62, Noida -201307, Uttar Pradesh**. In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to **Head (P&CD)** or his nominee, **HLL Lifecare Limited, Procurement and Consultancy Division, B-14A, Sector -62, Noida -201307, Uttar Pradesh**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

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

23. Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

24. Alteration and Withdrawal of Tender

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

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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 shall be opened at a latter date, which will be notified to such tenderers. 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) Deleted
 - (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 5.1 & 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. Schedule-wise Evaluation

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2. 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 The purchaser's evaluation of tender will also take into account the price quoted for essential spares for comparison purpose.

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)

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

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

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

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within twenty-one (21) 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 & one year service, initially valid for a period of minimum 30 months from the date of Notification of Award.
- 5.2 The Performance security shall be submitted as detailed below:

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

- 5.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the Purchaser the amount of the performance security is liable to be forfeited.
- 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 Deleted.
- 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 and other obligations as mentioned in part IV of the list of the requirement (in Section VI).

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 Before resorting to Bulk Manufacturing, the supplier shall offer/send the prototype/stage inspection/actual finished sample for approval by Inspector where ever required. The approval of Samples shall be in respect of workmanship and finishing and shall be without prejudice to the rights of purchaser/user to get random testing of items during pre-dispatch inspection or from the actual lot offered. Before resorting to Bulk Manufacturing, the supplier shall offer/Send Drawing first and prototype/actual finished sample also to consignee for approval. The inspected prototype / sample (s) shall be kept which are to be part of supply. After receipt of bulk lot of goods ready intimation the final inspection shall be carried out for quality & dimensions as per the approved prototype/ sample (s).
- 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 Consequence of rejection-
If the stores being rejected by the inspector or consignee at the supplier's premises or at consignee site and the supplier fails to make satisfactory supplies within the stipulated period of delivery the purchaser shall be at liberty to –
- i) require the supplier to replace the rejected stores forthwith but in any event of later than a period of 15 days from the date of rejection and the supplier shall bear the all cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.

- ii) purchase the quantity of the stores rejected or stores of similar description without notice to the supplier at his risk and cost and without affecting the supplier's liability as regards to the supply of any further installment due under the contract, or
- iii) Cancel the contract and purchase the store of the similar description at the risk and cost of the supplier. In the event of action being taken under sub clause (ii) above or this sub clause the provisions of GCC clause 23 shall apply as far as applicable.

9. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

10. Transportation of Goods

10.1 Deleted

10.2 Instructions for transportation of 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 to the consignee's site as per its own arrangement.

10.3 The supplier shall also be responsible for safe and timely delivery of ordered goods to the consignee. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

11. Insurance:

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:

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 "Consigner place/warehouse to 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.

12. Spare parts

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

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

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

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

13. Incidental services

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

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

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

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

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

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

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

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 or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 This warranty shall remain valid for the period as mentioned 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.

- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Warranty will cover all accessories and also the items if mentioned in the SCC.
 - c. Replacement and repair will be under taken for the defective goods to the full satisfaction of the purchaser/Consignee.
 - d. Proper marking has to be made for all spares for identification regarding installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the **warranty for the rectified/replaced goods shall be extended to a further period as mentioned in (15.2) above** from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at consignee's site at least **once in 3 months** commencing from the date of the installation for preventive maintenance of the goods
- 15.8 **98% up time Warranty** to be maintained for complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- 15.9 The supplier 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 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**
The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else, 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

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, to the purchaser.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like 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 arbitration of an officer, in the Ministry of Law & Justice appointed to be the arbitrator 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

32.1 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.

32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

32.3 The Supplier shall notify the Purchaser/Consignee of any material change would impact on performance of its obligations under this Contract.

32.4 Deleted

32.5 Deleted

32.6 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.

32.7 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.

SECTION - VI

LIST OF REQUIREMENTS

Part I:

Sl. No.	Description of Item	Qty./ Set
1	Herbal Extraction plant (Capacity 100kgs of powder as product per day 12-18 Hrs.per shift) The plant shall be in compliances to cGMP	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

Installation & commissioning shall be completed within 30 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.

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

**Herbal Extraction plant
(Capacity 100kgs of powder as product per day)**

1. SALIENT FEATURES OF PLANT:

- 1.1 Technology with latest equipments and robust build up.
- 1.2 Plant suitable for extraction of various herbs.
- 1.3 All necessary safety parameters considered.
- 1.4 Latest equipments from standard suppliers
- 1.5 Consistent quality and quantity output
- 1.6 Easy cleaning of equipments, allowing quick change over for extraction of different herbs.

2. DESIGN PHILOSOPHY:

2.1 PLANT CAPACITY: 100 Kg of final product powder per day, considering the extractable % between 10 to 15% per batch (mix. of various herbs as input).

Extractor capacity is 600 kgs considering the bulk density of herbs as 200 to 400 kg/M³. For herbs having higher bulk density, the capacity will be more accordingly.

Provision is given for CIP of the Extractor and the pipelines, for cleaning before change over.

2.2 BASIS OF OPERATION : 330 Days / 12 per Day

2.3 RAW MATERIAL : All types of herbs and all herbal plant parts including roots, bark, stem, leaves etc, suitable for aqueous and alcoholic extraction.

2.4 FINISH PRODUCT & PROCESS YIELD: Depending on the type of herbs subjected for extraction. If it is a single herb, then the yield will depend on the extractive content of the Herb. If the Batch is a mixture of Herbs, then the average yield (active ingredient content extractable) considered is between 10 to 15%.

2.5 UTILITY REQUIREMENT (INDICATIVE)

Steam required : 1250 kg/M.T of herbs, 1 tons /hr at peak load,

Process water : 1 to 2 KL per day, depending on the herbs : water ratio for aqueous extraction

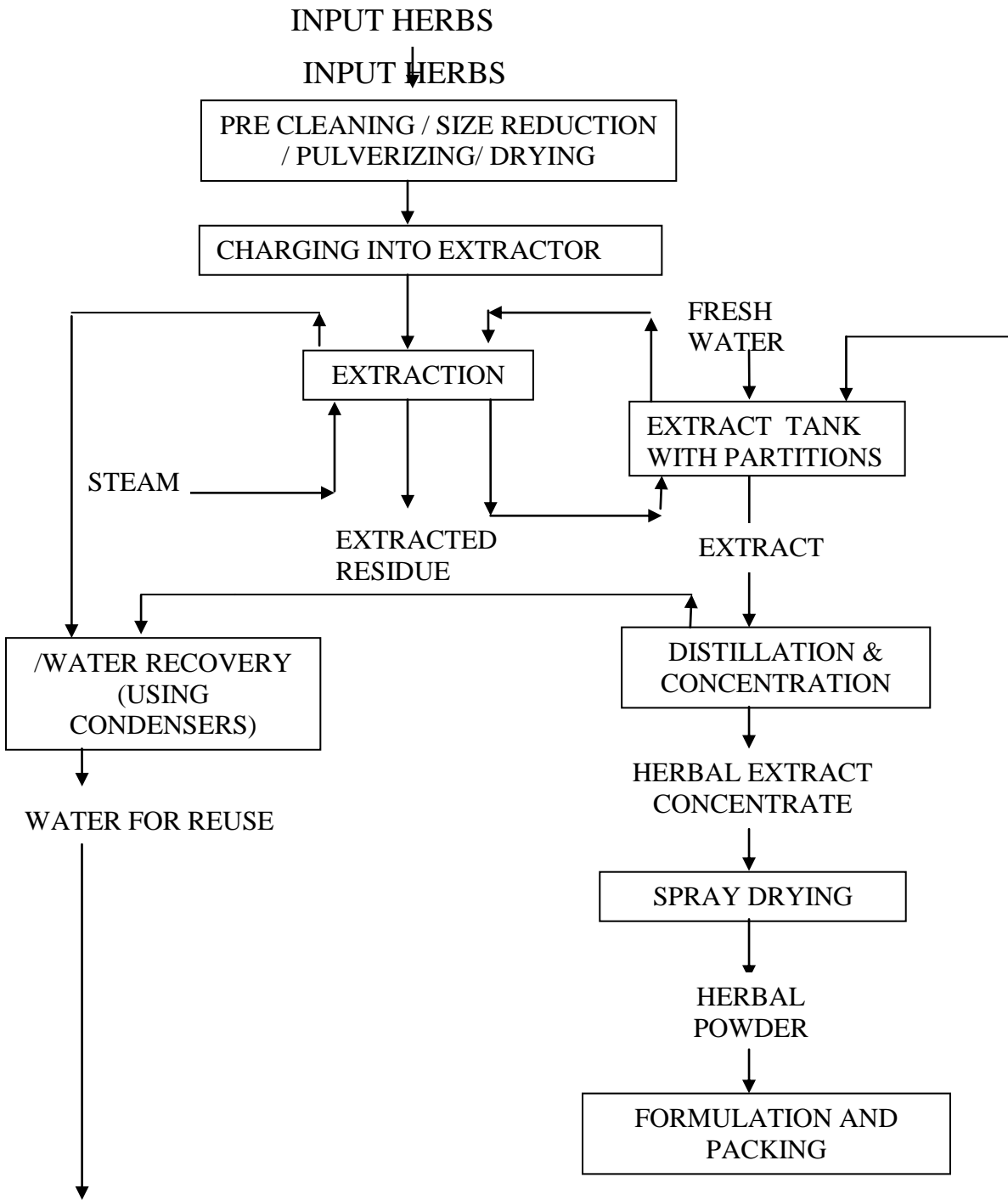
Cooling water: 30 m³/ hr under circulation

Chilling water: 5 TR

Electrical Power: connected load 40 HP, excluding utilities.

Compressed air, dry and clean: 20 SCFM

2.6 **Block diagram for Herbal Processing**



3. BRIEF PROCESS DESCRIPTION:**3.1 Preparatory section**

Herbal materials to be extracted are cleaned manually and prepared according to the type of the material. The prepared material is conveyed by a bucket elevator from the ground level to the extractor.

3.2 Extraction

After completion of herbal material charging to the required level into the Extractor, the lid is closed tightly. Distilled and pure water is heated and added to the extractor at the required ratio and kept under continuous circulation for the desired time. Once the extraction is completed, the circulation is stopped and the extract is drained into the miscella tank. The no.of extractions required depend on the type of herbs. The extracts are collected separately in the miscella tanks.

3.3 Drying of Extracted mass

The extracted mass is then dried within the extractor by passing steam through the material and through the jacket. After completion of drying by steaming, the spent biomass is discharged from the extractor through the discharge man hole. The spent bio mass is then pressed in the hydraulic press for recovery of medicaments and then conveyed to the boiler section for utilization as fuel.

3.4 Distillation section

The extract is treated in the Distillation section, for removal of Aqueous(moisture) and concentrating the extract for further processing.

The extract obtained is distilled to remove the Aqua and to get the extract as a concentrate.

3.5 Drying Section

The concentrated extract is pumped to the drying section in which the extract is dried using a spray drier. The powder collected is sent to the Formulation section / packing section.

4. EQUIPMENT LIST AND SPECIFICATION:**4.1 EXTRACTION SECTION**

ITEM Sl. No.	QTY.	Description & Specification	Make
1	1	FEED ELEVATOR Bucket elevator to feed the herbal material to the Batch Extractors. <ul style="list-style-type: none"> • Capacity – 1000 kgs per hour • Twin leg bucket elevator complete set with accessories • Material of construction is SS 304 for Body. • Buckets made of SS / food grade PTFE fixed on the belt with self tightening SS fasteners. • Belt-Dunlop 4 ply, top and bottom, coated with neoprene rubber • Head and tail pulleys - drum type with rubber coated & with tapered flat welded body; well balanced • SS plate top & bottom 2 mm thick • Discharge path lined with UHMWPE liner • Angle support 3mm thick 	Buhler, Universal, Indopol/Equivalent

		<ul style="list-style-type: none"> With suitable drive mechanism including gear box, Motor, love joy coupling, duplex chain sprocket & suitable tightening arrangement. With working platform at the top drive for maintenance purpose. Approx. Height 6 meters 	
2	1	<p>BATCH EXTRACTOR</p> <p>Batch extractor with herbal charging nozzle (oval type man hole), spray nozzles for effective spraying of the Extract uniformly over the herbal material, heating jacket, provision for open steam and perforated plate at the bottom. With discharge man way for discharge of extracted mass and provision for easy cleaning of the extractor. Shell diameter 1900 mm and shell height 3000 mm. Shell and dish of 6 mm thick.</p> <p>Operational Volume 5 KL</p> <p>Material of Construction : Wetted parts in SS 316</p> <p>Shell thickness: 6 mm minimum, dish thickness 8 mm</p>	V R Process Engrs, Dukes Enterprises, Praj Engineers/ Equivalent.
3	1	<p>COMBINED EXTRACT TANK</p> <p>Horizontal tank with partitions to receive the fresh water from RO water storage tank, lean Extract, rich Extract and final Extract from the Extractor. Provided with sight glasses for visual level check and level indicators to read from outside.</p> <p>Operational Volume 6 KL, with 4 compartments of 1.5 KL each. Shell diameter 1900 mm and shell length 3400 mm, shell and dish of 6 mm thick.</p> <p>Provided with ball valves at the inlet and outlet for operational control.</p> <p>In SS 316 construction.</p> <p>Shell thickness: 5 mm minimum</p>	
4	3	<p>TRANSFER PUMP</p> <p>Centrifugal pump complete with motor, coupling, mechanical seal and base frame.</p> <p>Material: Wetted parts in S.S 304</p> <p>Capacity: Flow 5 M³/ Hr, Differential Head 25 Mtrs.</p>	Flow Serve, KSB, Anala Pumps/ Equivalent
5	1	<p>CONDENSER</p> <p>Shell and tube Heat Exchanger for condensation of Aqueous vapors, for water recovery.</p> <p>Material of Construction: wetted parts in SS 304.</p> <p>Heat transfer area : 25 M²</p>	
6	1	<p>LEAF FILTER</p> <p>Leaf filter 100 liters capacity, containing 5 nos of filter leaves, for filtration of fines from the miscella. In SS 316 construction.</p> <p>Cleaning cycle is once in two days and also before product change over.</p>	Jyoti Process Equipments Pvt. Ltd, Mumbai; D.P. Engineers – Delhi, Travancore Fibres pvt. Ltd./Equivalent
7	1	<p>CIP SYSTEM</p> <p>Cleaning in place (CIP) systems consisting of pump, circulation tank, connecting hose pipe, MOC: stainless steel, for cleaning the Extractors, vessels and pipelines.</p>	
8	1	<p>Vacuum pump</p> <p>Maximum vacuum at closed suction 50 mm Hg abs (710 mm of Hg vacuum), sealing water from the cooling tower and 0.8 to 1 kg /cm² pressure -40 LPM, direct coupled drive & continues duty the</p>	PPI systems, Toshnival /Equivalent

		<p>machine operating at sea level at 35° C, along with supply of standard accessories as given below</p> <ul style="list-style-type: none"> • Vacuum gauge • Non return valve • Pressure gauge • Automatic drain valve • Water inlet assembly • Suction strainer • Base plate for pump & motor • Semi elastic coupling • Exhaust silencer • Set of foundation bolts • Coupling guard 	
--	--	---	--

4.2 DISTILLATION AND CONCENTRATION SECTION

ITEM Sl. No.	QTY.	Description & Specification	Make
1	1	Calandria Multiple tube calandria for concentration of extract. Tubes in SS 316L, tube sheet and dish	
2	1	Vapour separator Vessel with dish ends in SS 316, for separation of vapour from the heated extract.	
3	1	Surface Condenser Shell and tube heat exchanger (condenser) for condensation of Aqueous vapors. MOC: SS 304 for all parts.	
4	1	Condensed AQUEOUS receiver Vessel with dish ends in SS 316, for receiving the condensed water from the surface condenser. Capacity 1 KL.	
5	1	Horizontal Condenser Shell and tube heat exchanger (condenser) for condensation of Aqueous vapors from WFE (Wiped film evaporator). MOC: SS 304 for all parts.	
<p>For item no. 1 to 5 above:- System capacity - 500 litres per hour as input extract with 10% dissolved solids content. Heater and condensers should be designed according to system capacity.</p>			
6	1	Vent Condenser Plate heat exchanger in which vapors are cooled with chill water. Material: Plates in SS and framework in M.S.	Alfa laval, Gea Ecoflex./Equivalent
7	1	Wiped film evaporator Wiped film evaporator with mechanical seal, motor and gear box, with heating jacket. Capacity 1.2 M ² of heat transfer area. Material: Internals in SS 304 and frame work in M.S.	Alfa laval, Gea Ecoflex./Equivalent
8	3	Transfer pump Gear / lobe pump complete with mechanical seal and geared motor controlled by VFD. Material: Wetted parts in S.S. Capacity 500 litres per hour at 25M head, with VFD to increase or decrease the flow rate as per requirement	Hydro prokav, ANI / Engineers, Delpd pumps/Equivalent
9	1	Product Transfer pump	Hydro prokav, ANI

		Gear / lobe pump complete with mechanical seal and geared motor controlled by VFD. Material: Wetted parts in S.S	Engineers, Delpd pumps/ Equivalent
10	1	Receiver tank Receiver tank to receive the final extract and transferring to the Formulation section / spray drying section. Capacity 1 KL.	

4.3 DRYI NG SECTION

ITEM Sl. No.	QTY.	Description & Specification	Make
1	1	Spray dryer Spray dryer, GMP model, capacity 50 kg/hr of feed with 15 to 20 % solids content, steam heated, consisting of the following. <ul style="list-style-type: none"> • Feed tank, capacity 150 litres • Feed pump, capacity 150 litres/hr • High speed centrifugal rotary disc atomizer • Inlet gas filter • Air heater • Hot gas ducting and distributor • Spray Chamber • Cyclone separator • Required instrumentation and Control panel • Wetted parts in SS 316 	Raj process equipment, PDM Pharma/Equivalent
2	1	Trolley Trolley on wheels for collection of spray dried powder and conveying to the packing section, MOC: SS 316, capacity 50 kg of powder.	Raj process equipment, PDM Pharma/Equivalent
3	1	Condenser – Additional for Existing plant. Shell and tube heat exchanger (condenser) for condensation of Aqueous vapors from the Extractors. MOC: SS 304 for wetted parts. Heat transfer area 30 M ²	

4.4 GENERAL ITEMS

ITEM Sl. No.	QTY.	Description & Specification	Make
1	Lot	Valves, (Needle valves, Ball Valves, Union valves, Triclover valves, Globe Valves etc).	Audco, Intervolve, Virgo Valves, DES Valves./ Equivalent
2	Lot	Stainless steel & Carbon Steel pipes and fittings for oil, cooling water and chill water.	Tata, Jindal/ Equivalent
3	Lot	MS beams, channels, angles etc, for support of process vessels and pipelines for complete plant as per design.	Tata, Jindal/ Equivalent
4	Lot	Insulation material.	Rockwool, Perlite / Equivalent
5	Lot	Primer and paints for all the Carbon steel pipe lines.	Berger, Asian/ Equivalent

6	Lot	Power and control cables for connecting all the motors and instruments of the plant.	Finolex, Omega/ Equivalent
7	Lot	GI wire for connecting all the motors of the plant for earthing.	
8	Lot	Slotted angles, nuts and bolts for cable tray and laying cables for connecting to the drivers.	

4.5 ELECTRICAL PANEL

Sheet steel clad cabinet for free installation, enclosure according to IP65, single front, bottom cable entry, painted to standard shades, with all the equipment necessary for the power pack of plant, such as:

Power supply, auxiliary contactors, relays, time relays, measuring and monitoring relays and programmable logic controller and terminal strips.

The incomer is provided with isolator switch. Only voltmeter will be provided on the front door of the control panel.

Pushbuttons & switches provided on door of the panel for the control supply, selection of auto / manual mode of operation, alarm acknowledge & reset for the normal plant operation sections.

Makes of the components:

Enclosure	: Rittal/Equivalent
Switchgears	: Siemens / Schneider/Equivalent
Lamps and push buttons	: Siemens / Schneider/Equivalent
Internal wiring	: Finolex / Omega/Equivalent
Meters	: Rishab/Equivalent
Bus bar	: Copper for earthing bus bar inside the Control Panel

Control cables for use on 430 V system shall be HFFR (halogen free fire retardant) type copper conductor, PVC/XLPE insulated, PVC sheathed, armoured/ steel braided and overall PVC sheathed, as per IS : 1554 (part I) - 1978.

Control cable carrying current shall be black colour and voltage circuit shall be of grey colour and shall be segregated.

The size of these cables shall be as specified in schedule of requirements or as per erection drawing. No cable of size less than 2.5 sq.mm. shall be used.

Cable glands

Cable glands shall be of heavy duty single/double compression type of brass; chrome plated and shall be suitable for armoured/ unarmoured cables, which is to be used. All cable glands will be properly earthed.

Cable connectors

Cable connectors, lugs/sockets, shall be of copper/aluminum alloy, suitably tinned, solderless, crimping type. These shall be suitable for the cable being connected and type of function (such as power, control or connection to instruments, etc.)

4.6 INSTRUMENTATION PANEL

To monitor and control the process parameters through DCS/PLC controller by SCADA system which includes the following:

- Necessary power supply system, DCS/PLC controller, Analog input, Analog output, Digital input, and Digital output / RTD modules.
- SCADA software for monitoring the entire plant through mimics / HMI with alarms, process interlocks, reporting systems, trends etc.,.

4.7 DCS / SCADA SYSTEM

Computerized visual control system for continuous, automated operation.

This plant is equipped with a computerized controlling system (plc system), which allows an automatic operation of the plant during 24 hours without interruption and with minimum operator requirement.

The process parameters and the operation mode are shown on colored displays.

The operation of the plant is regulated and controlled by a special hard and software.

Item	Qty	Description
1	1	<ul style="list-style-type: none"> - Set of visualization /automation parts for the whole Plant base on the programmable logic controller (PLC) Type DCS, manufacturer Forbes Marshall or Equivalent consisting of: - Computer system (1 PC) with memory module, central processor with multi point able interface, digital input modules, digital output modules, analog input modules, analog output modules, communication processor for connection of PC. - Visual display unit – 21” (Colour Monitor) - Windows NT - Keyboard - Mouse - 1 Printer - Bus systems - Connecting units for the control units
2	1	<ul style="list-style-type: none"> - Set of software for the operator stations with Software Package in touch for visualization and Operation.
3	1	<ul style="list-style-type: none"> - Set of software for the process stations
4	1	<ul style="list-style-type: none"> - Set of special connecting cables, only for the Computer System
5	1	<ul style="list-style-type: none"> - Set of motor control cabinets MCC - Main current - Control current - Auxiliary current - Insulation protection class - Completely internal wired, including main switch, voltmeter, Contactors, relays fuses etc.
6	1	<ul style="list-style-type: none"> - Complete set of measuring and control Instruments for the plant comprising the following - Temperature transmitters (RTD) - Pressure transmitters - Bourdon tube pressure gauges with liquid filling for Supervision of Pumps - Absolute Pressure transmitters (Vacuum) - Level transmitters - Single-seat straight way valves with diaphragm actuator and electro-pneumatic positioned

- | | | |
|---|---|--|
| 7 | 1 | <ul style="list-style-type: none"> - Ball valves with pneumatic part turn valve actuator, Solenoid valve and 2 inductive proximity switches - Other necessary instruments, as required at the time of erection and commissioning for testing. |
| 8 | 1 | <ul style="list-style-type: none"> - Complete set of all necessary instruments to Guarantee the safety of the plant such as gas indicating and warning systems. - Electrical power and signal cables. One complete set of all Electrical power cables from the main switch to the MCC system and from there to connect the MCC cabinets with the electrical consumers within the plant. <p style="margin-left: 40px;">One complete set of all Electrical power cables From the PLC system to the measuring instruments in the Plant.</p> |

4.8 PLANT BUILDING

IN STRUCTURAL STEEL CONSTRUCTION for the following sections, as per requirements:

EXTRACTION SECTION

DISTILLATION SECTION

DRYING SECTION

Structural steel consists of ISMB 250 X 125, ISMB 150 and C channels and angles of various sizes as per requirement for the Mezzanine floor and supporting the equipments. Chequered plates of 5 mm thick will be used for walkway and maintenance platforms. Handrails of 50 NB, class A pipe, height as per Indian standards. Provided with staircase.

Painting of Structural

- All the MS structural shall be given 2 coats of yellow zinc chromate primer paint immediately after fabrication and after removing all rust, dirt, grease, oil, etc. Two coats of synthetic enamel paint of approved color and make shall be applied over the primer coat. The first coat enamel paint shall be applied within 24 hrs. of application of primer coat.
- The final coat shall be applied after erection at site and after cleaning all impurities.

5. BATTERY LIMITS:

5.1 Battery limits for the plant

- | | |
|--------|---|
| 5.1.1) | <p>ELECTRICAL POWER</p> <p>Main control panel in the Extraction Plant and auxiliary distribution boards in other sections provided by the seller are to be energized by the buyer by bringing power from the substation. Internal power distribution within the plant is in the scope of the seller.</p> |
| 5.1.2) | <p>STEAM</p> <p>Dry, saturated steam at the required operating pressure with the necessary stop valve and other fittings shall be provided by the buyer at the steam header inside the Extraction plant. Further reduction and connection to individual consumers is in the scope of the seller.</p> |
| 5.1.3) | <p>WATER</p> <p>Clean, soft water shall be provided by the purchaser in the basin of the cooling pond.</p> |
| 5.1.4) | <p>CONDENSATE</p> <p>All condensate shall be collected by the Condensate recovery system (CRS). Piping from CRS to Boiler is in the scope of the buyer.</p> |

- 5.1.5) **LIGHTING**
Entire factory lighting network including light fittings and distribution shall be provided by the buyer.
- 5.1.6) **FEED**
Seller's scope starts at the feeding point of the feed elevator in the pre-treatment (Preparatory) section.
- 5.1.7) **PRODUCT**
Herbal extract in the form of powder is left at the outlet of spray dryer. Further packing / conveying to Formulation section shall be arranged by the buyer.
- 5.1.8) **EXTRACTED MEAL**
Supplier's scope ends at the discharge end of the Extractor. Collection of extracted meal at this point and further disposal shall be arranged by the buyer.
- 5.1.9) **AQUEOUS**
AQUEOUS will be delivered by the buyer in the fresh AQUEOUS compartment in the combined tank in the Extraction unit .
- 5.1.10) **EFFLUENT**
The purchaser shall take over effluent from the battery limit of the plant and make arrangements for its disposal as per statutory requirements if any.
- 5.1.11) **CIVIL WORKS**
All civil works, RCC foundations, columns, pillars, roof sheeting etc shall be provided by the buyer. Sellers shall provide above ground level details of foundations of equipment with loads.

7. GENERAL SCOPE OF WORK:

The Seller's scope of works includes the supply of process plant in accordance with the following:

1. Providing site layout drawings, process flow diagrams, P&I drawings and GA drawings of equipments to buyer.
2. Design, development, manufacture and supply of equipment as listed in equipment list. The transit insurance of the equipments fall into scope of buyer.
3. Information for foundation design. This will include above grade dimensions, static and dynamic loads and the anchor bolt type and locations.
4. Erection, installation and commissioning of machinery at buyer's site
5. Commissioning: Running, stabilizing and establishing technical performance through trial runs.
6. Operating instructions including description of process, start-up and shut down procedures, safety requirements and maintenance & lubricating instructions.
7. Electrical specifications and elementary wiring diagrams.

8 Makes for all Bought Out Items:

Sl. No.	Item	Make / Brand Name (The following makes /brands or their equivalents)
1.	Motors	Crompton, NGEF, Kriloskar, Siemens
2.	Contactors	Siemens, L & T
3.	Relays	Siemens, L & T
4.	Fuse units and links	English Electricals, S & S
5.	On/Off Rotary switch	Siemens , L & T
6.	Forward/Reverse switch	Siemens, L & T
7.	Indicator lamps	Siemens, L & T
8.	Push Button Stations	Siemens, L & T
9.	Cable Socket	Jainex, McDowell

10.	Limit switches	Siemens, L & T
11.	Gaskets	Champion & L& T
12.	Cables	Omega, Finolex
13.	Oil seal	Fenner / SUN
14.	High tensile fasteners	TVS / GKW or Equivalent hardened material
15.	Bearings	SKF / FAG / NBC
16.	Taper Bush Pulley	Fenner
17.	V.Belts	Fenner, Dunlop
18.	Instruments(PG,TG,TC,TE)	JN Marshall/Toshniwal/ Standard Make
19.	Valves	Propel /Audco
20.	Gear Box	Elecon, Shanthi, Greaves
21.	Piping	Tata or Equivalent
22.	Pumps	Johnson/Akay/KSB/ Flowserve/Kriloskar
23.	Centrifuge	ALfa Laval / Pennwalt
24.	Welding rods	Weld fast / Advani oerlikon / Sunarc
25.	Tools and Tackles	Jhalani/Taparia
26.	Mechanical Seals	Hi-Fab / Burgmann / Johncrane

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) Tenderers must have successfully executed (supplied and commissioned), under their company /firm's own name at least 1 (One) order for same or higher capacity plant of same/similar product line as mentioned in List of Requirement in compliances to cGMP 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 **Rs 170 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 / Uttrakhand/ 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,
Head (P & CD)
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

Deleted

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
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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)