

TENDER ENQUIRY DOCUMENT

for
RATE CONTRACT
of
HOSPITAL FURNITURE

On behalf of
GOVT. OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE

Through



HLL INFRA TECH SERVICES LIMITED

(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)

B-14 A, Sector-62, Noida-201 307

Phone: 0120-4071500; Fax: 0120-4071513

URL: www.hllhites.com

Email: pcd@hllhites.com

Disclaimer

The information contained in this Tender Document has been prepared solely for the purpose of providing information to the interested bidders, and is not in any way binding on HLL Infra Tech Services Limited (HITES). By accessing this Tender Document, prospective bidders agree that HITES will not be liable for any direct or indirect loss arising from the use of the information and the material contained in this Tender Document. This tender document is only for calling tenders from suppliers of individual items and the tender conditions may be modified depending on the item for which Rate Contracts are to be finalized. By this Tender invitation, HITES does not assure that contract(s) shall be finalised or purchase shall be made for any item or every item. Bidders' access to it does not imply a license to produce and/or distribute this information and they are not allowed to any such act without the prior approval of HITES.

Table of Contents

Section	Topic	Page No.
Section I	– Notice inviting Tender (NIT) -----	4
Section II	– General Instructions to Tenderers (GIT) -----	7
Section III	– Special Instructions to Tenderers (SIT) -----	25
Section IV	– General Conditions of Contract (GCC) -----	26
Section V	– Special Conditions of Contract (SCC) -----	43
Section VI	– List of Requirements -----	44
Section VII	– Technical Specifications -----	48
Section VIII	– Quality Control Requirements -----	78
Section IX	– Qualification Criteria -----	79
Section X	– Tender Form -----	81
Section XI	– Price Schedules -----	82
Section XII	– Questionnaire -----	84
Section XIII	– Bank Guarantee Form for EMD -----	85
Section XIV	– Manufacturer’s Authorisation Form -----	86
Section XV	– Bank Guarantee Form for Performance Security /CMC Security -----	87
Section XVI	– Contract Form (A, B& C) -----	88
Section XVII	– Proforma of Consignee Receipt Certificate -----	96
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	97
Section XIX	– Check List for the Bidders -----	99
Section XX	– Form for Integrity Pact-----	102
Section XXI	– Notice-cum-Cancellation Letter-----	104
Section XXII	– Revocation-cum-Cancellation Letter-----	105

SECTION I

NOTICE INVITING TENDER (NIT)

HLL INFRA TECH SERVICES LIMITED

(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)

B-14 A, Sector-62, Noida-201 307

Phone: 0120-4071500; Fax: 0120-4071513

URL: www.hllhites.com

Email: pcd@hllhites.com

Tender Enquiry No: HITES/PCD/PMSSY-III/RC-01/FURN/17-18

Dated. 02-11-2017

HLL Infra Tech Services Limited (HITES), a fully owned subsidiary of HLL Lifecare Ltd. (HLL), invites e-tenders on behalf of MoHFW, Govt of India for conclusion of Rate Contract, from eligible and qualified bidders for finalizing Hospital Furniture, intended to be supplied to Medical Colleges/ Hospitals/ Dispensaries across India, as and when required by them during the validity of Rate Contract. The Rate contract shall be valid initially for a period of one year, extendable for another one year at the discretion of HITES.

List of equipment under this NIT showing Tender Fee, EMD and important dates:

Sl. No.	Rfx No.	Item	Estimated drawals (in INR)	Tender processing Fee (in INR)	EMD (in INR)
1	3000002311	Alpha bed/Air Matress	7,00,000	2360	14,000
2	3000002312	Attendant bed	64,00,000	2360	1,28,000
3	3000002313	Attendent Stool/Bedside stool/Multipurpose Stool	135,00,000	2360	2,70,000
4	3000002314	Bed side locker	380,00,000	2360	7,60,000
5	3000002315	Bedside Screen (3 Fold)	50,00,000	2360	1,00,000
6	3000002316	Over Bed Table/Bed side Table (Adjustable)	380,00,000	2360	7,60,000
7	3000002317	Crash Cart	78,00,000	2360	1,56,000
8	3000002318	Dressing Trolley	125,00,000	2360	2,50,000
9	3000002319	Drug Cart	31,00,000	2360	62,000
10	3000002320	Examination couch	64,00,000	2360	1,28,000
11	3000002321	ICU Bed	3200,00,000	2360	64,00,000
12	3000002322	Instrument Trolley	95,00,000	2360	1,90,000
13	3000002323	IV Stand Adjustable	210,00,000	2360	4,20,000
14	3000002324	Kick Bucket	23,00,000	2360	46,000
15	3000002325	Mayo Trolley	53,00,000	2360	1,06,000
16	3000002326	Medicine Trolley	48,00,000	2360	96,000
17	3000002327	Oxygen Trolley	8,00,000	2360	16,000
18	3000002328	Recovery cum Transport Patient Trolley	113,00,000	2360	2,26,000
19	3000002329	Revolving Stool	46,00,000	2360	92,000

20	3000002330	Scoop Stretcher	62,00,000	2360	1,24,000
21	3000002331	Spine Board	25,00,000	2360	50,000
22	3000002332	Stretcher with Trolley	118,00,000	2360	2,36,000
23	3000002333	Surgeon Chair for OT	83,00,000	2360	1,66,000
24	3000002334	Ward Bed (Semi fowler) with mattress	700,00,000	2360	14,00,000
25	3000002335	Wheel Chair	107,00,000	2360	2,14,000
26	3000002336	Double step stool	12,00,000	2360	24,000
27	3000002337	Single step stool	8,00,000	2360	16,000
28	3000002338	Fowler Bed (3 section)	256,00,000	2360	5,12,000

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

(2) Tender timeline:

Sl. No.	Description	Schedule
a.	Last date for receipt of Pre-bid queries	08.11.2017,06.00 PM
b.	Pre-bid meeting date, time	10.11.2017, 11:00 AM
d.	Closing date & time for submission of online bids	27.11.2017, 12:00 PM
c.	Closing date & time for submission of tender processing fee and EMD in physical form*	27.11.2017, 02:00 PM
e.	Time and date of opening of online bids	27.11.2017, 02:30 PM
f.	Venue for :- • Submission of tender processing fee, EMD in physical form. • Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

Specific Instructions for e-Tender Participation:-

- (3) Bidders are requested to read the 'Bidders help document' on e-tender web site link before proceeding for bidding.
- (4) The prospective bidders have to register with the e-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided with user ID and password within 48 hours (excepting non-working days). In order to submit the bids electronically bidders are required to have a valid **Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates)**.
- (5) Bidders will be able to log on for uploading tenders on receipt of User ID & Password.
- (6) **Tender processing fee and EMD** shall be in favour of "**HLL Infra Tech Services Limited**" payable at New Delhi. In case, EMD is submitted in form of Bank Guarantee, bank account details may be noted as under:
- Bank name & address: HDFC Bank Ltd, Ansals Fortune Arcade, K-Block, Sector-18,
Noida-201301
- IFSC Code: HDFC0000088

- (7) The bidder shall submit Tender processing fee and EMD (which have already been scanned and submitted online) in physical form latest within 03 (three) working days from the date of opening of online bids, failing which their offer will be ignored and rejected.
- (8) The bidders shall submit **Tender Processing Fee, EMD and original catalogue/brochures** w.r.t. technical compliance in physical form in the **Tender Box** located at HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh within the stipulated time. **Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. Organisation.**
- (9) All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 8 above.
- (10) Bidder may download the tender enquiry documents from the web site www.lifecarehll.com or www.hllhites.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>
- (11) E-tender can only be submitted through <https://etender.lifecarehll.com/irj/portal>
- (12) Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting.
- (13) All prospective bidders may attend the Pre-bid meeting on the scheduled date & time at Conference hall of HLL Infra Tech Services Limited, B-14 A, Sector-62, Noida-201307, Uttar Pradesh. Opening of bids will take place on the same venue.
- (14) Bidders shall ensure that their tenders complete in all respects, are submitted **online through e-portal (as mentioned above) of HLL.**
- (15) Date and time of HLL's server clock, as is also displayed on the dash board of the bidders, shall be taken as reference time for deciding the closing time of bid submission. Bidders are advised to ensure that they submit their bid within the due date and time of bid submission taking server clock as reference. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained.

CEO (HITES)

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

<u>Sl. No.</u>	<u>Topic</u>	<u>Page No.</u>
A	PREAMBLE	
1	Definitions and Abbreviations	9
2	Introduction	10
3	Rate Contract / Parallel Rate Contract	11
4	Language of Tender	11
5	Eligible Bidders	11
6	Eligible Goods and Services	12
7	Tendering Expense	12
B	TENDER ENQUIRY DOCUMENTS	
8	Contents of Tender Enquiry Documents	12
9	Amendments to Tender Enquiry Documents	13
10	Clarification of Tender Enquiry Documents	13
C	PREPARATION OF TENDERS	
11	Documents Comprising the Tender	13
12	Tender Currencies	15
13	Tender Prices	15
14	Deleted	
15	Firm Price / Variable Price	16
16	Delivery Period	16
17	Documents Establishing Bidder's Eligibility and Qualifications	16
18	Documents Establishing Good's Conformity to Tender Enquiry Document	16
19	Earnest Money Deposit (EMD)	17
20	Tender Validity	17
21	Digital Signing of e-Tender	17
D	SUBMISSION OF TENDERS	
22	Submission of Tenders	18
23	Late Tender	18
24	Alteration and Withdrawal of Tender	18
E	TENDER OPENING	
25	Opening of Tenders	19
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	19
27	Preliminary Scrutiny of Tenders	19
28	Minor Informality/Irregularity/Non-Conformity	20

29	Discrepancy in Prices	20
30	Qualification Criteria	21
31	Deleted	
32	Purchase / Price preference	21
33	Comparison of Tenders	22
34	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	22
35	Bidder's capability to perform the contract	22
36	Contacting the Purchaser	22
G	AWARD OF CONTRACT	
37	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	22
38	Award Criteria	23
39	Letter of Award	23
40	Issue of Rate Contract	23
41	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	23
42	Return of EMD	23
43	Publication of Tender Result	23
44	Book Examination Clause	23
45	Integrity Pact	24
46	Cartel Formation	24

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2 Definitions:

- i. "Purchaser" means the organization purchasing goods and services.
- ii. "eTender" means Bids / Quotation / Tender received from a Firm / Tender / Bidder.
- iii. "Tenderer" means Bidder / the Individual or Firm submitting Bids / Quotation / Tender.
- iv. "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- v. "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant, etc. which the supplier is required to supply to the purchaser under the contract.
- vi. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- vii. "Earnest Money Deposit" EMD means Bid Security / monetary or financial guarantee to be furnished by a bidder.
- viii. "Contract" means the written agreement entered into between the purchaser and/or consignees and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix. "Rate Contract" means contracts for the supply of stores at specified rates ordered during the period covered by the contract. No fixed quantities are mentioned in the contract, and the contractor is bound to execute any order from the HITES at the rates specified in the contract provided the supply order is placed within the rate contract period.
- x. "Supply Order" means an order on a contractor to supply against Rate Contract. The term "Requisition" will not be used.
- xi. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- xii. "Consignee" means the Hospital/Institute/Medical College/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as the ultimate consignee.
- xiii. "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- xiv. "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.
- xv. "Day" means calendar day.

- xvi. “HITES” means HLL Infra Tech Services Limited, a fully owned subsidiary of HLL Lifecare Limited.

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 Industries
- xii. “MSEs” means Micro & Small Enterprises
- xiii. “LC” means Letter of Credit
- xiv. “DP” means Deliver Period
- xv. “BG” means Bank Guarantee
- xvi. “GST” means Goods and Service Tax
- xvii. “CD” means Custom Duty
- xviii. “RR” means Railway Receipt
- xix. “BL” means Bill of Lading
- xx. “EXW” means Ex-Works
- xxi. “FOB” means Free on Board
- xxii. “FCA” means Free Carrier
- xxiii. “FOR” means Free on Rail
- xxiv. “CIF” means Cost, Insurance and Freight
- xxv. “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additional 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.
- xxvi. “DDP” means Delivery Duty Paid named place of destination (consignee site)
- xxvii. “INCONTERMS” means International Commercial Terms as on the date of Tender Opening
- xxviii. “MoHFW” means Ministry of Health & Family Welfare, Government of India
- xxix. “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- xxx. “RT” means Re-Tender
- xxxi. “RC” means Rate Contract
- xxxii. “SO” means Supply Order.

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of Medical equipment/goods and related services on behalf of MoHFW, Govt of India as mentioned in Section VI – “List of Requirements”, which also indicates, *interalia*, the delivery schedule offered, 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 bidders 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 security and evaluation of tenders and subsequent placement of contract.

- 2.3 The bidders 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 bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failing to provide and/or comply with the required information, instructions, etc. incorporated in these TE documents may result in rejection of its tender.
- 2.5 The Rate Contract to be awarded pursuant to this tender enquiry and supply orders placed against the rate contract so awarded will be governed by the terms and conditions as contained in the following sections:
 - a. General Instructions to Tenderers – Section II
 - b. Special Instructions to Tenderers – Section III
 - c. General Conditions of Contract – Section IV
 - d. Special Conditions of Contract – Section V
 - e. List of Requirements – Section VI
 - f. All other contents of the Tender Enquiry Document as mentioned in clause 8.1

3. Rate Contract / Parallel Rate Contract

- 3.1 Purchaser reserves the rights for placement of Rate Contract/conclusion of parallel Rate contracts. The Purchaser(s) also reserve(s) right (1) to enter into parallel Rate Contract(s) simultaneously or at any time during the period of the rate contract with one or more bidder(s) as he/they may think fit and (2) to place ad-hoc contract or contracts simultaneously or at any time during the period of this contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the Purchaser (whose decision shall be final) may determine.
- 3.2 Purchaser also reserves the right to arrive at reasonable eligible L-1 price and make counter offers to higher quoting eligible firms for awarding Parallel Rate Contracts.
- 3.3 The successful bidders shall note that a supply order may be placed up to the last day of the currency of the Rate Contract.

4. Language of Tender

- 4.1 The tender submitted by the bidder and all subsequent correspondences and documents relating to the tender exchanged between the bidder 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 bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for the purpose of interpretation of the tender, the English translation shall prevail.
- 4.2 The tender submitted by the bidder and all subsequent correspondences and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for the purpose of interpretation of the tender etc., the English translations shall prevail.

5. Eligible Bidders

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 bidder 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

The tender document should be read in conjunction with the Notice Inviting Tender (NIT) a copy of which is enclosed with this document. All clauses should be read in conjunction with any other instructions given elsewhere in this document on the same subject matter of the clause.

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the TE document 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 Specification
- Section VIII - Quality Control Requirement
- Section IX - Qualification Criteria
- Section X - Tender Form
- Section XI - Price Schedules
- Section XII - Questionnaire
- Section XIII - Bank Guarantee Form for EMD
- Section XIV - Manufacturer’s Authorisation Form
- Section XV - Bank Guarantee Form for Performance Security / CMC Security
- Section XVI - Contract Forms (Rate Contract and Supply Order)
- Section XVII - Proforma of Consignee Receipt Certificate
- Section XVIII - Proforma of Final Acceptance Certificate by the consignee
- Section XIX - Check List for Bidders
- Section XX - Form for Integrity Pact
- Section XXI - Notice-cum-cancellation letter
- Section XXII - Revocation-cum-cancellation letter
-

8.2 The relevant details of the required goods/equipment 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 bidders are expected to examine all such details etc. to proceed further.

9. Amendments to TE document

- 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 amendments, if any shall be posted only in the websites mentioned in NIT (Section-I).
- 9.2 In order to provide reasonable time to the prospective bidders 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 document

- 10.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser before the pre-bid meeting (unless otherwise specified in the SIT).

C. PREPARATION OF e TENDERS

11. Documents Comprising the Tender

- 11.1 The tender shall be submitted online only as mentioned below. However, Tender Fee, EMD and Technical Catalogue/Brochures w.r.t. technical compliance to be submitted in physical form on or before the date and time specified in the NIT.

TECHNICAL BID (consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate etc.). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.

Price Bid (to be filled up in the prescribed format, signed, stamped, scanned in.pdf & attach under PRICE BID.

“DO NOT”

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

a) **Techno-Commercial Tender (Un Priced Tender)**

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

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

- i. Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption for payment of earnest money.
- ii. Tender Form as per Section X
- iii. Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the bidder is eligible to submit the tender, and, also, qualified to perform the contract if its tender is accepted.
- iv. Tender/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form as per Section XIV.

- v. Power of Attorney in favour to signatory of TE documents and signatory of Manufacturer's Authorisation Form.
- 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 bidder conform to the requirement of the TE documents.
- vii. Performance Statement as per Section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii. Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices)
- ix. Certificate of Incorporation.
- x. Checklist as per Section XIX
- xi. Whether the manufacturer is LSI or MSE, In case of LSI, they should indicate the percentage of contracts (value wise) purchased from MSEs (which also includes sub-contracts on MSEs) for the goods offered against this tender item wise.

b) Price Tender

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

The bidder shall not submit hard copy of bid, unless specified. Uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

1. The information given at clause no.11.1 A) viii) above should be reproduced with the prices indicated.
2. It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
3. Bidder should quote firm and fixed rates.
4. The specification and size of each product should be as per details given in tender. Any variation may result in the rejection of the tender.
5. Plea of clerical error, typographical error, etc., committed by the bidder would not be accepted.
6. No correspondence will be entertained after opening of the price bid.
7. Any conditional price bid would not be entertained and such tender will be rejected

Note:

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

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 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/cable/electronically shall be ignored.

12. Tender Currencies

- 12.1 The price to be quoted only in Indian Rupees. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13. Tender Prices

- 13.1 The Bidder 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.
- 13.2 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 13.3 The price quoted by the bidder for the goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Government of India or any state Governments. If it is found that the goods have been supplied at a lower price during the currency of Rate Contract, then such lower price will be applicable to the goods to be supplied or already supplied.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- a) The price of the goods, quoted ex-factory/ex-showroom/ex-warehouse/off-the-shelf, as applicable, including all taxes and duties i.e. GST. already paid or payable or on the previously imported goods of foreign origin quoted ex-showroom etc.
 - b) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site, Loading/Unloading and other local costs incidental to deliver of the goods to their final destination all over India (consignee details shall be indicated in the Supply Order).
 - c) The prices of annual CMC, if applicable, as mentioned in List of Requirements and Price Schedules.
- 13.5 **Additional information and instruction on Duties and Taxes:**
- 13.5.1 If the Bidder desires to ask for any duties or taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- 13.5.2 If a bidder asks GST to be paid extra, the rate of applicable GST should be shown separately. The GST 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 GST payable as per the terms of the contract.
- 13.5.3 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

- 13.6 The need for indication of all such price components by the bidders, 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 bidder on any of the terms offered.
14. Deleted
15. **Firm Price**
- 15.1 Unless otherwise specified in the SIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.
16. **Delivery Period**
- 16.1 Bidder should quote guaranteed monthly rate of supply and lead time required for commencement of supply after placement of supply order.
17. **Documents Establishing Bidder's Eligibility and Qualifications**
- 17.1 Pursuant to GIT clause 11, the bidder shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualification shall fulfil the following requirements:
- a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) The bidder 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 Goods' Conformity to TE document.**
- 18.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawing 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 bidder shall also provide a clause-by-clause commentary of 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 bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

- 18.3 If a bidder 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 the bidder shall furnish along with its tender, earnest money for amount as indicated in the NIT and List of Requirements. The earnest money is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 All MSEs and bidders who are currently registered and also will continue to remain registered during the tender validity period with National Small Industries Corporation shall be eligible for exemption for EMD. In case the bidder falls in these categories, it should furnish copy of its valid registration details with NSIC.
- 19.3 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.1. The earnest money shall be furnished in one of the following forms:
- i. Account Payee Demand Draft
 - ii. Banker's cheque
 - iii. Bank Guarantee
 - iv. Fixed Deposit Receipt.
- 19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of the "HLL Infra Tech Services Limited" payable at New Delhi. Fixed Deposit Receipt should also in favour of "HLL Infra Tech Services Limited (A/c: *Name of Bidder*)" from any scheduled commercial bank in India, payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India as per the format specified under Section XIII in these documents.
- 19.5 The earnest money if submitted in the form of Bank Guarantee or Fixed Deposit Receipt 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 a minimum period of 165 days from Techno-Commercial Tender opening date.
- 19.6 Unsuccessful bidders' 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 bidder's earnest money will be converted as a security towards performance and operation of Rate Contract and shall be retained /made to valid till two months beyond the validity of Rate Contract.**
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tender will be forfeited, if the bidder 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 bidder'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. A. Tender validity**
- a 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 tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

- b In exceptional cases, the bidders 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 fax/email followed by surface mail. The bidders, 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 bidder, however, may not agree to extend its tender validity without forfeiting its EMD.
- c. 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.

20. B. Alternative Tenders

Alternative Tenders are not permitted.

21. Digital Signing of e-Tender

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tender shall be submitted online only.

- (i) Pre-qualification and Technical compliance as per following documents (ONLY Online submissions for all the documents.)
 - a) Manufacturer's authorization in case bid is submitted by an authorised agent.
 - b) Tender Form as per section X.
 - c) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc.
 - d) Declaration regarding Fall Clause and Deregistration, debarment from any Govt. Dept./ Agencies
 - e) Copy of PAN.
 - f) Certificate of Incorporation/Declaration being a proprietary firm.
 - g) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) in pdf format.
 - h) Quality Control Requirements as per Section VIII
 - i) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
 - j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry

(ii) PRICE BID

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

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

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

E. Opening of e-Tenders

25. Opening of e-tenders

25.1 The purchaser will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

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

25.3 Two-bid system as mentioned in Para 21.6 above will be as follows:

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders 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 error have been made, whether required sureties have been furnished and whether the Tenders are generally in order.

27.2 Prior to the detailed evaluation of Price Tenders, pursuant of GIT Clause 34, the Purchaser will determine the responsiveness of each Tender to the TE Document. For purposes of these

clauses, a responsive Tender is one, which conforms to the technical specifications and 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 Bidder's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence

- 27.3 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 ignored.
- 27.4 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;
- a) Tender validity is shorter than the required period.
 - b) Required EMD (Amount, validity, etc.)/exemption documents have not been provided.
 - c) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIV.
 - d) Bidder has not agreed to give the required performance security.
 - e) Goods offered are not meeting the tender enquiry Technical Specification.
 - f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damage clause, warranty period.
 - g) Poor/unsatisfactory past performance
 - h) Bidders who stand deregistered/banned/blacklisted by any Statutory Authorities as per Gov. rules/procedures.
 - i) Bidder is not eligible as per GIT Clauses 5 & 17.1.

28 Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the preliminary examinations, 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 bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder in writing asking the bidder to respond by a specific date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.
- 28.2 The purchaser may seek clarifications of historical nature from the bidders which has no bearings on prices.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a bidder, 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 bidder 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 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 bidder. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

30 Qualification Criteria

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

31 Deleted

32 Purchase/Price preference

- 32.1 The purchaser reserves the right to give a purchase/price preference to the offers from Public Sector Units and/or from SMEs and PMA compliant items over those from other firms, in accordance with the policies of the Government from time to time.

- 32.2 Compliance of 'Procurement Policy' for Micro & Small Enterprises (MSEs) order 2012.

- 32.2.1 Central Government Ministries Departments and Public Sector Undertakings shall procure minimum of 20% of their annual value of goods or services from Micro and Small Enterprises

The above procurement also includes sub-contracts to MSEs by Large Enterprises and consortia of Micro & Small Enterprises formed by National Small Industries Corporation.

- 32.2.2 In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in situation where L1 price is from someone other than Micro & Small Enterprise such Micro & Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value.

- 32.2.3 In case of more than one such Micro & Small Enterprise, the supply shall be shared proportionally (to tendered quantity)

- 32.2.4 Out of 20% of total tendered value 4% shall be earmarked for MSEs owned by Scheduled Caste & the Scheduled Tribe enterprises subject to their meeting tender requirements and L-1 price.

- 32.3 PMA Compliant Item:

- 32.3.1 Department of Electronics & IT (Deity) vide Notification No. 33(3)/2013-JPHW dated 23.12.2013 has laid down the PMA policy for providing preference to domestically manufactured products in procurement of Electronic goods.

- 32.3.2 For the items covered under PMA policy the preference to domestic manufacturer shall be applied as per the guidelines decided by the Government

- 32.4 Preference to Make in India as per Public procurement order no. P-45021/2/2017-BE-II dated 15.06.2017 issued by Ministry of Commerce and Industry, Dept. of Industrial Policy and Procurement.

33 Comparison of Tenders

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

34 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

34.1 Further to GIT clause 33 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, applicable GST will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and

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

35 Bidder's capability to perform the contract

35.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the Rate Contract satisfactorily.

35.2 The above mentioned determination will, inter alia, take into account the bidder'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 bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

35.3 Purchaser reserves the right to assess/verify the credentials and capability/capacity of the bidders/manufacturers before awarding the Rate Contracts.

36 Contacting the Purchaser

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

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

G. AWARD OF RATE CONTRACT**37 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 rate contract, without incurring any liability, whatsoever to the affected bidder or bidders.

38 Award Criteria

38.1 Subject to GIT clause 37 above, the Rate Contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIT Clause 35.

38.2 Provisions for Parallel Rate Contract:

HITES reserves the right to arrive at the reasonable L1 price and to conclude parallel Rate Contracts. In case, where price of L-1 is considered acceptable, Rate Contract will be

concluded with the firm and its price will be counter offered to all other higher eligible quoting firms. Those who accept the counter offered prices or below may be awarded parallel rate contracts.

39 Letter of Award

- 39.1 Before expiry of the tender validity period, the purchaser will notify the successful bidder(s) in writing, by registered/speed post or by fax/email that its tender for goods & services, which have been selected by the purchaser, has been accepted for conclusion of Rate Contract, also briefly indicating therein the essential details like description, specification and delivery of the goods & services and corresponding prices accepted.
- 39.2 The successful bidder must furnish to the purchaser the required performance security as indicated in the Supply Orders placed against the Rate Contract within thirty days from the date of issue/dispatch of Supply Order. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 39.3 The Supply Orders placed against the Rate Contract constitute the conclusion of the contract.

40 Issue of Rate Contract

- 40.1 Promptly after notification of Rate Contract, the Purchaser will place the Rate Contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful bidder/bidders.
- 40.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post.

41 Non-receipt of Performance Security and contract by the Purchaser/Consignee

Failure of the successful bidder in providing performance security and/or returning contract copy duly signed in terms of GIT clauses 39 and 40 above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it as per the clause 24 of GCC – Termination of default.

42 Return of EMD

The earnest money of the unsuccessful bidders will be returned to them without any interest, whatsoever, in terms of GIT clause 19.6

43 Publication of Tender Result

The name and address of the successful bidder(s) receiving the Rate Contract(s) will be mentioned in the notice board/bulletin/website of the purchaser.

44 Book examination clause

- 44.1 The contractor shall whenever called upon and requiring to produce or cause to be produced for examination by the Purchaser, any cost or other account, book of account voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from such document and also furnish information any wise relating to such transaction and produce before the duly authorised representative of the Purchaser returns verified in such manner as may be required relating, in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of Purchaser on the question of relevancy of any document, information or return being final and binding on the parties). The obligation imposed by this clause is without prejudice to the obligations of the contractor under any statute, rules or orders and shall be binding on the contractor.

- 44.2 The contractor shall, if the Purchaser so requires (whether before or after the prices have been finally fixed), afford facilities to the Purchaser to visit the contractor's works for the purpose of examining the cost or production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorised representative of Purchaser shall have the power to examine all the relevant book of such sub-contract or any subsidiary of allied firm or company shall be open to his inspection as mentioned in clause 44.1.
- 44.3 If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.
- 44.4 Where a contract provides for book examination clause, to contractor or its agency bound to allow examination of its books within a period of 60 days from the date the notice is received by the contractor, or its agencies calling for the production of documents as under clause 44.1 above. In the event of contractor's or his agencies failure to do so, the contract price would be reduced and determined according to the best judgement of the purchaser which would be final and binding on the contractor and his agencies.

45 Integrity Pact

- 45.1 The Bidders/bidders may note that it is prescribed to use, practice and observe all the best, clean, ethical, honest and legal means & behaviour maintaining complete transparency and fairness in all activities concerning Bidding, Contracting/Rate Contracting and performance thereto for which the "Integrity Pact" shall be executed between Firm and Purchaser as per the format provided as Section-XX to be attached with the bid duly signed.

46 Cartel Formation

- 46.1 Cartel Formation and Quoting Prices in Pool – Bidders may note that offers of such firms who resort to unethical practice of cartel formation and quote prices in a pool shall be rejected and their offers shall also not be considered for award of RC for the next two years.

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the General Instructions to Tenderers (GIT). Whenever there is a conflict, the provisions herein shall prevail over those in GIT.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

Sl No.	Topic	Page
1	Application	27
2	Use of contract documents and information	27
3	Patent Rights	27
4	Country of Origin	28
5	Performance Security	28
6	Technical Specifications and Standards	29
7	Packing and Marking	29
8	Inspection, Testing and Quality Control	29
9	Terms of Delivery	30
10	Transportation of Goods	30
11	Insurance	31
12	Spare parts	31
13	Incidental services	31
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	32
15	Warranty	32
16	Assignment	33
17	Sub Contracts	33
18	Modification of contract	33
19	Prices	34
20	Taxes and Duties	34
21	Terms and mode of Payment	34
22	Delivery Schedule	36
23	Liquidated Damages	37
24	Termination for default	37
25	Termination for insolvency	37
26	Force Majeure	38
27	Purchaser's Right to Short Close/Revocation/Cancellation of the Rate Contract	38
28	Governing language	39
29	Notices	39
30	Resolution of disputes	39
31	Applicable Law	39
32	Withholding and lien in respect of sums claimed	39
33	Submission of Quarterly Drawal Report	40
34	Limitation of Liability	40
35	Corrupt Practices	40
36	Fall Clause	41
37	General / Miscellaneous Clauses	41

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.
- 1.2 The parties to the contract, which shall be deemed to be “Rate Contract” and which is intended for the supply of stores of the descriptions set forth in the Tender during the period therein specified shall be the contractor on the one part and the Purchaser(s) named in the Schedule to Tender.
- 1.3 Subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the stores which will be ordered during the period of the rate contract which is only in the nature of standing offer from the Contractor but the purchaser(s) undertakes(s) to order from the contractor all stores as detailed in the schedule of stores and prices which he/they require(s) to purchase except that he/they reserve(s) the right (1) of submitting to competition any supply of articles included in the contract the total value of which exceeds such amount as the Purchaser (whose decision shall be final), may determine upon consideration of the tenders, (2) of placing this contract simultaneously at any time during its period with one or more contractors as he/they may think fit, and (3) of obtaining from any source any stores referred to in the contract to meet an emergency, if the Purchaser (whose decision will be final) is satisfied that the contractor is not in a position to supply specific quantities or numbers within the period in which supplies are required

2. Use of contract documents and information

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

3. Patent Rights

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

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within fifteen (15) days from date of the placement of supply order against Rate Contract by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the supply order placed against Rate Contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

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

6. Technical Specifications and Standards

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

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, (the entire journey during transit to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

- 7.3 Packing instructions:

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

- 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 Contractor should satisfy himself that the Stores are in accordance with terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually tendering the same for inspection to the Inspection Agency nominated under the terms of contract. Such precaution on the part of the Contractor minimises the chances of rejection and the consequences thereof.

- 8.2 The purchaser and/or its nominated representative(s) will /shall be at consignee site, 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).

- 8.3 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.

- 8.4 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.
- 8.5 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.
- 8.6 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.
- 8.7 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.
- 8.8 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.

9. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery as specified in the list of requirement.

10. Transportation of Goods

Instructions for transportation of domestic goods including goods already imported by the supplier.

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

for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

11. Insurance:

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

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

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

12. Spare parts

1.1 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 including their prices:

- a) Spare Parts list and prices of parts, consumables should be mentioned clearly and quoted. Bidder should also mention regarding the availability of spares for at least ten years.
- b) 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
- c) 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

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

- i) Installation & commissioning, Supervision and Demonstration of the goods

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

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

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

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

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:

- (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 (in case goods are of foreign origin);
- (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 (*except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for the period as mentioned in the SCC Section-V/ List of Requirement Section VI, 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 will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
 - c. Replacement and repair will be under taken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 15.5 In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced with a new one. The decision of the purchaser in this respect shall be final and binding on the supplier.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

16. Assignment

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

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier

- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

- 20.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 20.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 20.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) On delivery:

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11
- (vi) Certificate of origin (in case the goods are of foreign origin).

B) On Acceptance:

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

C) Payment of Turnkey, if any:

Turnkey payment will be made against copy of 'Final Acceptance Certificate' as per Section XVIII subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

D) Payment for Annual Comprehensive Maintenance Contract Charges, if applicable:

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

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Deleted
- 21.5 Deleted
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 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, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

"I/We, _____ certify that I/We have not received back the Final Acceptance certificate from consignee or any communication from the purchaser or the consignee about non-receipt, shortage or

defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery Schedule

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified in the Supply Order. **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 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, interalia contain the following conditions:
- a) The Purchaser 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 GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser 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

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 Supply Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser 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 may consider termination of the contract as per GCC 24.

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

24. Termination for default

- 24.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), 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 pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser terminating the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser will forfeit the performance security and may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit. The supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.
- 24.4 If the Supplier, in the judgement of Purchaser has engaged in fraud and corruption, as defined in GCC Clause 37, in competing or in executing the Contract.

25. Termination for insolvency / Convenience

- 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.
- 25.2 Termination for Convenience
- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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 executed by its employees, lockouts executed 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. Purchaser's Right to Short Close/Revocation/Cancellation of the Rate Contract

- 27.1 Since the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the Contractor, the purchaser can legally cancel the Rate Contract at any time during the currency of the contract giving a reasonable opportunity to the contractor to represent against such cancellation. The revocation/cancellation of the Rate Contract shall take effect immediately thereafter. Any order placed by the Purchaser after the date of cancellation of the Rate Contract should not be taken up by the contractor for execution. The purchaser may, at its option negotiate with the Contractor so as to bring the R/C prices in line with the Market prices, whenever market fluctuation affects prices abnormally. If the negotiation fails, then the Rate Contract will be foreclosed and fresh Rate Contract will be concluded separately.
- 27.2 Either party namely, the R/C holder/the Purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 15 days. The revocation of the Rate Contract on the part of R/C holder shall take effect 15 days from the date of the

communication of revocation is received by the Purchaser. The cancellation of the Rate Contract by the Purchaser shall take effect 15 days from the date of issue of letter notifying the short closure.

The notice-cum-cancellation of Rate Contract letter to be issued by the Purchaser given in **Section-XXII** and the R/C holder can revoke the Rate Contract by making the application in the Form given in **Section XXII**.

28. Governing language

28.1 The Rate Contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the Rate Contract, which the parties exchange, shall also be written accordingly in that language. Supply orders placed based on the Rate Contract shall also be written in English 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 email 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 Rate 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. Such dispute or difference shall be referred to the sole arbitrator appointed by the Chairman & Managing Director of HLL Life care Limited. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-).

30.3 Venue: The venue of arbitration shall be Delhi/New Delhi (India)/NCR.

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

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

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

33. Submission of Quarterly Drawal Report:

- 33.1 The offer of the firms of the next R/C will be considered only if their performance against the current and preceding R/Cs, if held by them, is satisfactory and they are otherwise eligible. For this purpose, the purchaser expects that a firm should have supplied minimum 85%/95%/100% of the stores due for supply against the current RC and preceding two years R/C respectively on or before the cut-off date as indicated in the tender enquiry.
- 33.2 R/C holder not obtaining any Supply Order against the current R/C prior to the period indicated above and also against immediate previous Rate Contract will be considered to have a NIL performance and will not be eligible for award of next R/C.

34. Limitation of Liability:

- 34.1 Except in cases of criminal negligence or wilful misconduct,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

35. Corrupt Practices

- 35.1 It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (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 bidder 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.

36. Fall Clause

- 36.1 The prices charged for the stores supplied under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person(s)/organisation(s) including the Purchaser or any Department of Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed.
- 36.2 It at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organisation(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the office from where this Rate Contract is issued and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to:
- (a) Export/deemed Export by the Contractor
 - (b) Sale of Goods as Original Equipment prices lower than the price charged for normal replacement.
 - (c) Sale of goods, such as drugs, which have expiry date.
 - (d) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or the State Government Departments including new undertaking (excluding joint sector companies and or private parties) and bodies.
- 36.3 The Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract.

“I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract herein and such Stores have not been offered/sold by me/us to any persons(s) organisation(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of the bill/ the date of completion of supplies against all supply order placed during the currency of the R/C at a price lower than the price charged to Government under the Contract except for quantity of Stores categorised under sub-clause (a), (b) and (c) of Para 36.2 above.

NOTE: The Contract will also inform the Purchaser as soon as supplies against all the Supply Orders placed against the Rate Contract are completed.

37. General/ Miscellaneous Clauses

- 37.1 Each member/constituent of the Supplier/Joint Venture/Consortium/Association its Indian Agent/CMC/ Joint Venture/Consortium/Association/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub-contractors under the Contract.
- 37.2 Joint Venture, Consortium or association of all the parties shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or

the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the purchaser.

- 37.3 The Supplier/its Indian Agent/CMC/ Joint Venture/Consortium/Association/AMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC/AMC or the Contract.
- 37.4 The Supplier/its Agent/CMC/ Joint Venture/Consortium/Association/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 37.5 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

The Rate Contract finalised under this tender enquiry can be operated only by HITES. Any supplier supplying against the said Rate contract to any other user, Government/Private without knowledge and permission of HITES will be considered breach of contract and HITES may initiate action as deemed appropriate including but not limited to forfeiture of their security towards performance and operation of Rate Contract, debarring, blacklisting, etc.

SECTION - VI**LIST OF REQUIREMENTS****1. Details of Requirement:**

Sl. No.	Event/ RFx no.	Item Name	Required Warranty Period (in years)
1	3000002311	Alpha bed/Air Mattress	2
2	3000002312	Attendant bed	2
3	3000002313	Attendent Stool/Bedside stool/Multipurpose Stool	2
4	3000002314	Bed side locker	2
5	3000002315	Bedside Screen (3 Fold)	2
6	3000002316	Over Bed Table/Bed side Table (Adjustable)	2
7	3000002317	Crash Cart	2
8	3000002318	Dressing Trolley	2
9	3000002319	Drug Cart	2
10	3000002320	Examination couch	2
11	3000002321	ICU Bed	2
12	3000002322	Instrument Trolley	2
13	3000002323	IV Stand Adjustable	2
14	3000002324	Kick Bucket	2
15	3000002325	Mayo Trolley	2
16	3000002326	Medicine Trolley	2
17	3000002327	Oxygen Trolley	2
18	3000002328	Recovery cum Transport Patient Trolley	2
19	3000002329	Revolving Stool	2
20	3000002330	Scoop Stretcher	2
21	3000002331	Spine Board	2
22	3000002332	Stretcher with Trolley	2
23	3000002333	Surgeon Chair for OT	2
24	3000002334	Ward Bed (Semi fowler) with mattress	2
25	3000002335	Wheel Chair	2
26	3000002336	Double step stool	2
27	3000002337	Single step stool	2
28	3000002338	Fowler Bed (3 section)	2

Note: Bidders are advised to offer their best competitive prices against this Rate Contract tender. The drawals against the Rate Contract will depends on the competitiveness of the prices, quality of equipment as essential requirements.

2. Destination/Consignee details

Stores are to be supplied all over India as indicated in the Supply Orders placed against the Rate Contract.

3. Delivery Period:

The bidders to quote monthly rate of supply which will be incorporated in the Rate Contract and supply order will be placed as per requirement of the user department/organisation accordingly.

4. Terms of Delivery:

Free Delivery at Consignee Site

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

5. Scope of Incidental Services:

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

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

6. Warranty:

Terms of warranty shall be as per details given in general technical specification/technical specification of the equipment and for a period specified in the Table under 'List of Requirement' above.

Warranty period will be effective from the date of installation, commissioning and acceptance.

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment from the date of installation, commissioning and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by the bidder. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

3. Training:

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

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for the period as specified in the List of Requirement on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/service/operational manual, but at least once in six months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will not be added for Ranking/Evaluation purpose.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) Deleted
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey (wherever applicable):

Turnkey is indicated in the technical specification of the respective items, wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/ Institution/ Medical College concerned. Turnkey details of each Hospital/ Institution/ Medical College are given at the end of Technical Specification. The bidder to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Hospital/ Institution/ Medical College. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

The Turnkey Work should completely comply with AERB requirement, if any.

- Note 1:** Bidder's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The bidder is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.
- Note 2:** General: Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyser/ Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment. If the Electrical Safety Analyser/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.
- Note 3:** Supplier should provide adequate training of personnel and supply only non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)
- Note 4:** Training shall be given to the doctors, nurses, operators with proper training material, adequate operating manual & preliminary troubleshooting.
-

SECTION-VII

TECHNICAL SPECIFICATIONS

Item No. 01:

Alpha bed/Air Mattress



Sl No	Description
1	System for active pressure relieving mattress for defense against pressure ulcers
2	Should have End flaps for secure fixing
3	Mattress should have minimum dimension of 185 x 75 x 7 cms to fit almost any standard hospital bed
4	Mattress should be made of PU (Polyurethane) materials for durable and long lasting.
5	It should have Bubbled construction.
6	It should be light weight and washable.
7	Pump should be compact, and unobtrusive
8	Pump air flow shall be 4 LPM
9	Cycle time of inflation & deflation should be 3/5 minutes.
10	Pump should have visual low pressure indicator / alarm
11	Pump should have Manual pressure control
12	Mattress should support patients up to 100 Kgs.
13	Pump should have Fold away hanging hooks or built in brackets for mounting easily to bed.
14	User guidelines should be printed on pump
15	Manufacturer should be ISO 13485 certified.

Item No. 02:**Attendant bed with mattress**

SI No	Description
1	Overall Sizes minimum:(L)1900mm X (W)750 mm X (H) 500mm
2	Bottom frame: made of MS ERW round tube dia 25 mm thick of 2 mm or more
3	top Frame :MS erw oval tube 30 mm X 60 mm oval 1.5 mm thick . Top sheet of CRCA 1.2 mm thick storege sheet of 1.2 mm thick
4	Powder coated anti microbial and thermosetting epoxy polyester formulated to fulfill the requiremnt for bacterial protection
5	Max safe load of 135 Kg
6	Manufacturer should be ISO 13485 certified.

Item No. 03:**Attendant Stool/Bedside stool/Multipurpose Stool**

Sl No	Description
1	Size: 300 mm square 18 G double bent top of SS, Height 510 mm.
2	Framework of 25 mm x 1.2 mm and horizontal support of 19 mm x 1.2 mm CRC Tube.
3	Leg fitted with PVC Stumps. All Stainless steel components should be thoroughly in-house pre-treated chemically to remove rust, grease, oil, etc.
4	The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. to 200 deg. centigrade.
5	Manufacturer should be ISO 13485 certified.

Item No. 04:**Bed Side Locker**

Sl No	Description
1	Over all size minimum: 40 cms x 40 cms x 80 cms H.
2	Body consisting of 2 sides and back is made from metal frame with epoxy painted material of good quality.
3	One drawer size minimum 100mm H x 300mm W x 350mm with One shelf and cabinet provided.
4	Bedside cabinet top surface should be made of Laminated surface/Stainless steel.
5	Under the drawer is an open storage space and below it is a closed-door cabinet.
6	Door of the cabinet box is pivoted at top and bottom. Base of the drawer is fitted with four non-rusting swivel castors.
7	Should be provided with non rustable heavy duty Plastic Castors.
8	It should be fitted with hinge door and lock. The door should have louvers for ventilation. It should be provided with recess to serve as handle.
9	Manufacturer should be ISO 13485 certified.

Item No. 05:
Bed Side Screen (3 fold)



Sl No	Description
1	Bedside Screen Three Fold with curtain.
2	It should be fitted with six swivel, twin wheel non-rusting castors, 50 mm dia with M.S body frame.
3	Overall approx. size: 1650 mm H X 2400 mm W or more.
4	Middle span 1200 mm wide. Side spans 600 mm wide each with hooks, springs and curtains.
5	All mild steel components should use of reputed make.
6	Manufacturer should be ISO 13485 certified.

Item No. 06:**Over Bed Table /Bed Side Table(Adjustable)**

Sl No	Description
1	Minimum Size : Top 800mm L x 350mm W .
2	Laminated top should be fitted on mild steel square tubular telescopic stem with geared , handle for Gas Spring height adjustment from. 750mm to 1000mm(+/- 50mm).
3	Base frame should be of mild steel rectangular tubular base frame mounted on four plastic castors of 50mm dia.
4	Manufacturer should be ISO 13485 certified.

Item No. 07:**Crash Cart**

Sl No	Description
1	Minimum Size 950mm L x 500mm W x 1500mm H .
2	Frame work made of Stainless Steel tube of minimum 25mm dia.
3	Two light weight polystyrene boxes each with three drawers, upper drawer with medicine container of different sizes.
4	Provision to hold Oxygen cylinder and cardiac Massage Board.
5	Six numbers coloured hand out bins to keep important supplies at eye level. Two nos.
6	Stainless Steel shelves to carry monitors, ECG Machine, suction apparatus etc.
7	Provided with corner buffers & Rails. All stainless steel components should be of 304 quality.
8	Crash cart should be movable on four non-rusting swivel casters of 125mm dia two with brake.
9	Manufacturer should be ISO 13485 certified.

Item No. 08:**Dressing Trolley**

Sl No	Description
1	Overall Size: 1000 mm L x 500 mm W x 900mm H welded stainless steel tubular frame work.
2	Verticals of also 30mm OD x 18 G tube horizontal stays of 19 mm OD x 18 G tube on all four sides to support two stainless steel shelves 22 G over with 10 mm dia stainless steel railings are provided on all four sides.
3	The trolley holds stainless steel bucket with STAINLESS STEEL lid at lower level and S.S. bowl at top level respectively.
4	Only 304 grade stainless steel should be used for tubular frame work & STAINLESS STEEL shelves of trolley.
5	The trolley should be in buff finish with 100 mm dia non –rusting swivel castors wheels two with brakes, two without brakes
6	Manufacturer should be ISO 13485 certified.

Item No. 09:**Drug Cart**

Sl no	Description
	Advanced Emergency Cart-
1	Emergency cart constructed of SS/aluminum and high density resin.
2	Defibrillator shelf with monitor straps, glove dispenser, sharp container, oxygen cylinder cradle, IV pole, cardiac chest board, writing surface.
3	Clear plastic/ABS plastic overlay for top cap with minimum 10 colour coded dockets.
4	Push handle built in to the end panel for smooth and stable movement.
5	Pullout writing surface top.
6	Cart should be light, sturdy and scratch resistant.
7	All drawers should be lockable individually.
8	Should have minimum of five drawers with adjustable/fixed divides.
9	Should have side bin discarding syringes and gloves.
10	Lockable Castor should not be less than 5" diameter to facilitate quite and easy manuvrebility, dust-prevention, flexible transportation
11	Size should be :-Height: 100 to 110 cm
	Base should not be less than 60 to 70 cm
	Width and depth should be good enough to accommodate the necessary items.
12	Manufacturer should be ISO 13485 certified.

Item No. 10:**Examination Couch**

Sl No	Description
1	Overall Minimum Size: 1850 mm L x 550mm W x 800mm H. Fixed upholstered top minimum 60mm thick in two sections.
2	Body frame work made from 20G. CRCA sheet and 20 mm x 40mm x 16 G MS. Rectangular Tubes, Couch fitted with stainless steel Legs. Headrest adjustable on gas spring.
3	Upper section of box size minimum 1200 mm L x 450 mm W x 600 mm H with three sliding drawers of size minimum 300 mm L x 400 mm W x 75 mm H.
4	Lower section comprises of three cabinets of inside size 350mm L x 440 W mm x 430 H mm with separate doors & lock. B.P.apparatus tray made of 18 G MS sheet of size 350 mm L x 120 mm W X 20 mm H provided on a swinging rod rotating through a bush welded on the body of the couch.
5	Should have Sliding Inbuilt Step Stool.
6	Manufacturer should be ISO 13485 certified.

Item No. 11:**ICU Bed**

Sl No	Description
1	Description of Function
	ICU Beds are required in the Intensive Care for comfort & safety of the patient and to facilitate comfortable transfer to and fro emergency/OT/Wards etc. It is also required
2	Operational Requirements
	The system should be electrically operatable by control panel and adjustable for heights, trendelenburg etc. It should also be having radiotranslucent top for carrying
3	Technical Specifications
3.1	Should have four section mattress base
3.2	Should have X-Ray translucent back section made up of high pressure laminate/ ABS .
3.3	Should have X-Ray cassette holder underneath the back section & should allow insertion of X-Ray cassette from either side of the bed or from Head end.
3.4	Base frame & support frame should be made up of Epoxy powder coated MS or CRCA tubes for long life & prevention from rusting.
3.5	Should have stepless electrical adjustment for the following :-
a.	Height: 450-840 mm +/-10%
b.	Back section: 0- 70 degrees or more
c.	Leg Section: 0-25 degrees or more
3.6	Should have step-less pneumatic / electric adjustments for Trendlenburg (12 deg or more.); anti-trendlenburg (12 deg or more)
3.7	Should have a manual quick release mechanism for back section adjustment during emergency situation
3.8	Should be equipped with four articulated half-length tuck away side rails with lock facility
3.9	Should be equipped with large castors (diameter atleast 125 mm) with central braking and steering facility.

3.10	Mattress of the Bed should be made up of high density foam with Anti-Microbial agent incorporated into all components that assists in Prohibiting growth of bacteria
3.11	Mattress should be fully Radiolucent for ease in performing portable X-Rays.
3.12	Should have bumpers at all four corners and place for fixing accessories
3.13	Dimensions of bed:
	a. Length: 2100 -2300 mm
	b. Width: 850 -1000mm
	c. Mattress Size: appropriate as per bed size
	d. Safe working load more than 170 Kg.
4	System Configuration Accessories, spares and consumables
i	I.C.U Bed Mainframe perforated heavy gauge sheet
ii	Bed Ends, detachable: 01 pair
ii	Articulated half-length tuck away side rails: 04 Nos.
iv	IV Rods: 01 No.
v	Mattress 12 cm Thick: 01 No.
5	Power Supply
i	Power input to be 180-270 V AC, 50-60 Hz as appropriate fitted with Indian plug with rechargeable battery backup of atleast one hour.
6	Standards, Safety and Training
i	Electrical safety conforms to standards for electrical safety IEC-60601 /IS-13450
ii	Should be USFDA or European CE approved product.
iii	Manufacturer should have ISO 13485 certification for quality standards.
iv	Electric Shock Protection level-Class-B
v	Electric current Protection- Class -1
vi	Should have local service facility. The service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance

Item No. 12:**Instrument Trolley**

SI No	Description
1	Overall size : Size: 650mm L x 450mm W x 900mm H. Stainless steel tubular frame work made of 25mm OD x 18 G verticals mounted on 100 mm dia non-rusting swiveling castor wheels two with brakes, two without brakes.
2	Two stainless steel shelves with protective railings on three sides.
3	Only 304 grade stainless steel should be used for trolley frame work and STAINLESS STEEL shelves.
4	Manufacturer should be ISO 13485 certified.

Item No. 13:

IV Stand Adjustable



SI No	Description
1	Five legs Stainless Steel stable base made of 20 mm x 40 mm x 18 g tubes fitted with 50 mm Dia non rusting Castor, STAINLESS STEEL rod with double hooks made from 304 Grade STAINLESS STEEL 10 mm Rod. Working in nylon buffers.
2	Height adjustment from 1600 mm to 2300 mm or more
3	Manufacturer should be ISO 13485 certified.

Item No. 14:**Kick Bucket**

Sl No	Description
1	Stainless steel bowl of dia 375 mm. SS tubular framework fitted three 125 mm diameter non-rusting imported castor wheels, all without brake.
2	Castor housing and wheels made from high grade non floor-staining synthetic materials with integrated thread guards. Wheel centre having precision ball bearing to run smoothly.
3	Frame work made of 25 mm dia x 18 G verticals stainless steel tubes, upper ring made of rod dia 10 mm.
4	S.S. rod and tubes shall be of 304 grade.
5	Manufacturer should be ISO 13485 certified.

Item No. 15:

Mayo Trolley



SI No	Description
1	Tubular frame made of SS pipe, mounted on four castors.
2	Tray stand mounted on a single SS pipe with removable SS tray
3	Adjustable height form about 75cm. to 150cm. S.S. Tray Size approx. 60 cm L x40cm W
4	All the Stainless Steel should be 304 grade/ 16 gauge
5	Manufacturer should be ISO 13485 certified.

Item No. 16:**Medicine Trolley**

Sl No	Description
1	Frame work made from SS steel material.
2	Flat top of SS &at least 6inch deep removable bucket at the bottom
3	Should have multiple long drawers to hold drug strips made of high quality epoxy plastic or steel material with convenient and smooth slide in and slide out motion (At least 30 separate drawers – in about six to eight rows)
4	The front of the each drawer should be half covered on which removable medicine label can be pasted and upper half open to see the contents inside.
5	Mounted on four 100mm castors (2 with brakes). Approx.Size: 750(L)x450(W)x850(H)mm.
6	All the Stainless Steel should be 304 grade/ 16 gauge
7	Manufacturer should be ISO 13485 certified.

Item No. 17:
Oxygen Trolley



Sl No	Description
1	Cylinder Trolley (Push Type) fitted with 2 castors, 100 mm dia. With M.S. body frame. Suitable for 1320 ltrs. Size gas cylinders. Trolley with SS base.
2	Manufacturer should be ISO 13485 certified.

Item No. 18:**Recovery cum Transport Patient Trolley**

Sl No	Description
1	Should have three sectional mattress base made of X- Ray translucent high pressure laminate .
2	Should have facility to insert X-Ray Cassette from either end sides of the trolley.
3	Should be able to X- Ray the patient from positions along the entire length and width of the trolley.
4	Should have pneumatic stepless adjustment for back section, Trendelenburg, reverse trendelunberg and foot section.
5	Should have hydraulic height adjustment with a foot paddle on either side of the trolley
6	High pressure laminate mattress base should be lift-able for easy cleaning and disinfection of the x-ray platform.
7	Frame should be made up of epoxy powder coated steel.
8	Should have Central braking system with steering facility, heavy duty castors diameter 150mm or more. Should have facility to rotate 360 deg in low radius with control.
9	Should have facility to fix IV rod at all the four corners and middle of mattress base frame.
10	Should have place for fixing „B” Type Oxygen Cylinder.
11	Manufacturer should have ISO 13485 certification for this product.
12	Should be supplied complete with and aid for patient transfer made up of low fiction fabric and suitable for heavy patient transfer to and from OT Table, Bed, Trolley, Stretcher x-ray table etc.
13	Safe working load at least > 180 Kg.
14	Should be supplied with standard accessories such as
	a. Anti static Hygienic Mattress (80mm) with pull straps, 01pc
	b. Collapsible Side Rails, (detachable) 01pair

	c. I.V. Rod (height adjustable with self locking facility) 01pc	
	d. Cylinder Holder for "B" Type Oxygen Cylinder 01pc	
	e. Aid for patient transfer 01pc	
15	Dimensions:	
	a. Max. Length : 205 cm or more	
	b. Max. Width : 75 cm or more	
	c. Height : Min. 54 cm or less	
	d. Max. 90 cm or better	
	e. Trendelenburg : 14deg or better	
	f. Anti Trendelenburg : 6 deg or better	
	g. X-ray viewing area : entire length	
	BOQ	Qty
1	Recovery cum Transport Patient Trolley	1 No
2	Anti static Hygienic Mattress (80mm) with pull straps	1 No
3	Collapsible Side Rails, (detachable)	1 No
4	I.V. Rod (height adjustable with self locking facility)	1 No
5	Cylinder Holder for "B" Type Oxygen Cylinder	1 No
6	Aid for patient transfer	1 No

Item No. 19:

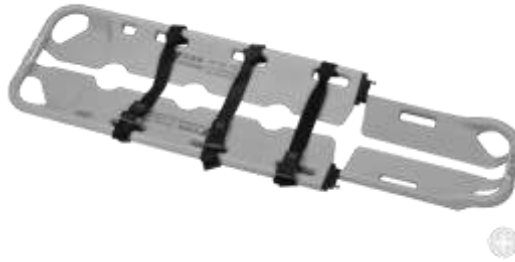
Revolving Stool



SI No	Description
1	Overall minimum Size: 450 mm to 650 mm H.
2	Tubular four legged base of 25 x 14 g ERW tube. STAINLESS STEEL top. Height adjustment by screw. 300 mm dia.
3	The legs fitted with high quality PVC shoes with nylon reinforcement.
4	Manufacturer should be ISO 13485 certified.

Item No. 20:

Scoop Stretcher



SI No	Description
1	Size: 1900 x 420 x70 mm
2	It should be light weight high quality aluminium alloy meterial.
3	The strtecher should separate into two parts on pressing the two side buttons
4	Patient should br fixed on it without being moved.
5	Carryong capacity :120 Kg (Min.)
6	Manufacturer should be ISO 13485 certified.

Item No. 21:**Spine Board**

SI No	Description
1	Should be in plastic material at high strength and waterproof.
2	It should have 4 rules for the quick and total fixing of the head Immobilizer and two cavities when the board lays on the floor, when the base is blocked in the traditional usage or accommodation in the ambulance. way, that allow to avoid damages to rip-off straps during the movement.
3	It should be supplied with 3 belts with rapid unhooking buckle
4	Should have maximum radio transparency to make examination without compromise on patient condition.
	Length: 180 to 185 cms
	Width: 40-50 cm
	Weight: < 6 kg.
	Load capacity : 145 kg (Min.)
5	Manufacturer should be ISO 13485 certified.

Item No. 22:**Stretcher with Trolley**

Sl No	Description
1	Dimension:-2000mmx 550mmW x 800H mm.
2	Frame work made of 31-75 OD mm x 1.60 mm vertical & 25 mm x 1.20 mm horizontal CRC tubes Trolley mounted on 15 cms dia castors – 2 with brakes
3	Removable stretcher top made of 1.22 mm aluminium sheet with S.S. handle / M.S. with PVC cover handle at both end with 40 density foam Mattress covered with good quality rexine.
4	Manufacturer should be ISO 13485 certified.

Item No. 23:
Surgeon chair for OT



SI No	Description
1	SS frame with five castors
2	Stainless Steel top. With detachable cushion and Backrest,elbow rest
3	Adjustable height with a pneumatic height adjusting handle.
4	All around circular foot rest rod of solid stainless steel
5	All SS of 304/16 grade/gauge
6	Manufacturer should be ISO 13485 certified.

Item No. 24:**Ward bed (semi fowler) with Mattress**

SI No	Description
1	Bed Dimension -2005mm x 920mm x600 mm (LxWxH)
2	Conventional Head and Footboard
3	Bed should be back adjustable ,facility to raise the back section
4	The section to operated by a crank mechanism provided at the foot end of the bed
5	Backrest Angle of upto 65 degree.
6	I.V. Pole Provision on all four sides,bed to be supplied with 2 IV Pole.
7	Leg fitted with rubber feet
8	Bed to supplied with Two section mattress with 4" thick PU foam of 40 density covered with PVC Rexine
9	Bed Construction should be Pre-treated and power coated finish
10	Manufacturer should be ISO 13485 certified.

Item No. 25:**Wheel Chair**

Sl No	Description
1	Overall minimum size: 670mm W x 1100mm D x 900mm H.
2	Welded frame construction of round tubes.
3	Two solid rubber tyred bicycle wheels / MAG wheels with brakes & self-propelling
4	Stainless steel hoops. Minimum Frame size of round steel 22 x 18 G tubes and 19 x 18 G tubes.
5	Mild steel tubular construction fitted with cushion seat and back.
6	Wheel chair fitted with minimum 24" dia rim of bicycle wheel fitted on specially developed and heat treated axle with solid tyre in the rear.
7	In the front minimum 150mm dia castor wheels are fitted.
8	In front of castor wheels, aluminium foot paddles (foldable) provided on adjustable brackets.
9	Two handles are provided with the hand grips.
10	Brakes to be provided on rear wheel to hold the chair to stop in 5 degree ramp.
11	Manufacturer should be ISO 13485 certified.

Item No. 26:**Double Step Stool**

SI No	Description
1	Overall Step size 505 mm L x 305 mm W.
2	First step height 230 mm. & second step size 450 mm.
3	Step made of 18G CRCA sheet. Welded on SS. tubular frame of 25.4 mm x18 G fitted with aluminium tread flats of size: 500 mm L x 32 mm W x 3.4 mm thick, fitted by aluminium pop rivet. Legs fitted with PVC.
4	Shoe with nylon reinforcement.
5	All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc.
6	The treated Metal Surface should have coating of Epoxy Polyester Powder .
7	Manufacturer should be ISO 13485 certified.

Item No. 27:

Single Step Stool



Sl No	Description
1	Approximate height: 230 mm, 9"
2	Approximate step dimension: 510 mm x 300 mm, 20" x 12" (Lx W)
3	Mild steel tubular frame
4	Mild steel top fitted with aluminium tread flats
5	Legs fitted with rubber feet
6	Pre-treated and powder coated finish
7	Manufacturer should be ISO 13485 certified.

Item No. 28:**Fowler Bed (3 section) with mattress**

Sl No	Description
1	Patient handset
2	Retracting backrest and legrest
3	Hygienic design (PP), lockable and tuck away side rails.
4	Profile frame with easy removable ABS plastic covers.
5	Removable head and foot ends
6	Two with break castors.
7	Electrostatic painted metal frame.
8	X-Ray translucent backrest and cassette carrier
9	Height adjustable stainless steel IV pole.
10	Easy adjustable knee break position
11	Plastic crash bumpers
12	Dual sided manual CPR at backrest
13	Overall Length : 215 cm or more
14	Overall Width : 99 cm
15	Height Range : 47 cm
16	Trendelenburg : 0°- 12°
17	Reverse Trendelenburg : 0°- 12°
18	Backrest Angle (Max.) : 75°
19	Legrest Angle (Max.) : 34°
20	Castor Diameter : 12.5 cm
21	Safe Working Load : 230 kg or more
22	Should be supplied with other essential accessories
23	Manufacturer should be ISO 13485 certified.

SECTION – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Bidder:

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. e-mail address
 - 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 Bidder

SECTION – IX

Qualification Criteria

01. The Bidder must be a Manufacturer or its authorized agent.
02. (a) The manufacturer should have successfully executed at least one supply order/ contract during last three years from the date of Tender opening, for the similar equipment performing similar functions and meeting major specification parameters of the quoted item, which is functioning satisfactorily in India.
(b) The Bidders quoting as authorized agent of the manufacturer meeting the above criteria 02(a) should be a supplier of medical equipment for the last 01(one) year prior to bid opening.

Note:

1. In support of 2 (a) & 2(b), the Bidder shall furnish Performance statement in the enclosed Proforma 'A'. The manufacturer as well as the Bidder shall furnish Satisfactory Performance cum installation Certificate in respect of above, duly translated in English and self-certified along with the tender.
2. The Bidder shall furnish a brief write-up, 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 Bidder shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA ‘A’

PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last five years from the date of tender opening)

Tender Reference No. : _____
 Date of opening : _____
 Time : _____
 Name and address of the Bidder : _____
 Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services (Model details, if any)	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach end user certificates as per format annexed)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

**** The documentary proof will be certificate(s) from the consignee(s)/end user(s) with cross-reference of order no. and date in the certificate duly self certified by the bidder authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.**

SECTION – X

TENDER FORM

Date _____

To

**HLL Infra Tech Services Ltd.,
B-14A, Sector-62, Distt.
Gautam Budh Nagar, Noida – 201307, UP**

Ref. Your TE document No. _____ dated _____

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

If our tender is accepted for Rate Contract, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the Supply Order placed against the Rate Contract.

We further confirm that, if supply order is placed on us against Rate Contract, 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 understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

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

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

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

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

RFx/ Event number	Brief Description of Goods	Country of Origin	Price of goods on FOR Consignee Site but exclusive of GST (in Rs.) (a)	GST (%)	GST Amount (in Rs.) (b)	Unit Price at Consignee Site basis (in Rs.) (c) =a+b

Unit Tender price in Rupees: _____

In words: _____

Note: The charges for Annual CMC, if applicable, after warranty shall be quoted separately as per Section – XI – Price Schedule B

Place: _____

Date: _____

Name _____

Business Address _____

Signature of Bidder _____

Seal of the Bidder _____

B) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD (IF APPLICABLE)

1	2	3				
RFx/ Event number	BRIEF DESCRIPTION OF GOODS	Comprehensive Maintenance Contract Cost for Each Unit year wise*.				
		1 st	2 nd	3 rd	4 th	5 th
		a	b	c	d	e

* After completion of Warranty period

NOTE:-

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for the required period (as specified in Section VI, List of Requirements) on yearly basis for complete equipment.
2. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. Cost of CMC will **NOT** be added for Ranking/Evaluation purpose.
4. The payment of CMC will be made as per clause GCC clause 21.1 (D).
5. All software updates should be provided free of cost during CMC period.
6. The supplier shall keep sufficient stock of spares required during Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name _____

Business Address _____

Place: _____

Date: _____

Signature of Bidder _____

Seal of the Bidder _____

SECTION – XII

QUESTIONNAIRE

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

1. The bidder should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a bidder, the same should be answered with the remark “not applicable”
2. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a bidder 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 “Bidder”) 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 Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - b) fails or refuses to accept/execute the contract.
 - or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION – XIV

MANUFACTURER’S AUTHORISATION FORM

To
HLL Infra Tech Services Ltd,
B-14A, Sector-62, Distt. Gautam Budh Nagar,
Noida – 201307, UP

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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

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

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

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

Note:

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Head of Hospital/Institute/Medical College

WHEREAS _____(*Name and address of the supplier*) (Hereinafter called “the supplier”) has undertaken, in pursuance of supply order 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 upto _____(*indicate date*)

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

.....
Name and designation of the officer

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

SECTION – XVI

CONTRACT FORM – A

HLL Infra Tech Services Limited
B-14A, Sector-62
Distt. Gautam Budh Nagar
Noida – 201307, U.P.

Telefax No:-
Email id:-
Telephone No:-
Rate Contract No.

To
Name of the firm
Address

Sub: Rate Contract for supply of
Valid upto

Ref: (I) This office Tender Enquiry No. _____
(ii) Your Quotation No. _____ and subsequent letters.

Dear Sir,

You are hereby informed that your above referred tender read with subsequent letters mentioned above for the stores specified in the Schedule annexed has been accepted. This Rate Contract will be governed by the General Conditions of Contract (GCC) brought in the Section IV. The Rate Contract and the Schedules annexed hereto shall be the sole repository of this Rate Contract/Transaction.

SCHEDULES ANNEXED

1. Schedule “A” Description of Stores, prices, Duties/Taxes
2. Schedule “B”
 1. Special Conditions of Contract Section-V
 2. List of Requirement
 3. Technical Specifications
3. Schedule “C” List of Parallel Rate Contracts

Yours faithfully

Schedule "A"

1. RATE CONTRACT NO. _____ DATED _____ FOR THE SUPPLY OF _____
(Nomenclature of Stores)
2. ADVACNE RATE CONTRACT NO. _____
3. (a) NAME AND FULL ADDRESS OF THE FIRM _____
Supplier's Code No. _____
Telephone No. _____
FAX No. _____
3. (b) NAME AND ADDRESS OF MANUFACUTRER _____
4. VALIDITY OF RATE CONTRACT: _____
5. DESCRIPTION OF ITEM, SPECIFICATION, UNIT RATE

Store code no.	Description of Item	Specification Drawing No.	Unit	Rate per Unit
1	2	3	4	5

6. TERMS OF DELIVERY : _____
7. GST : _____
8. CMC : _____
9. DELIVERY PERIOD : _____
10. SLAB DISCOUNT, IF ANY : _____
11. PRICES : Prices are Firm and Final
12. MINIMUM QUANTITY IN SINGLE SUPPLY ORDER : _____
13. STATUS OF RC HOLDING FIRM : LSI/MSE/PSU
14. PAYMENT AUTHORITY :

15. INSPECTION AGENCY :
16. PAYMENT TERMS :
17. PAYTING AUTHORITY :
18. PERFORMANCE SECURITY :
19. PLACE AT WHICH THE STORES
ARE TO BE TENDERED FOR
INSPECTION : (FULL ADDRESS)

SCHEDULE "B"

(SPECIAL CONDITIONS APPLICABLE TO THE RATE CONTRACT)

SCHEDULE "C"

LIST OF PARALLEL RATE CONTRACT

Sr. No	Name of the Parallel R/C Holder	Parallel R/C No. and date
-----------	------------------------------------	------------------------------

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ **dated** _____
Between

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

 (Name & Address of the Supplier)

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

In continuation to the above referred contract, the Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

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

- a) Total value (in figure) _____ (In words) _____
- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next ___ years as contained in the above referred contract on yearly basis for complete equipment and Turnkey (if any).
- d) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee’s site for preventive maintenance including testing and calibration as per the manufacturer’s service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer’s

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

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

(Signature, name and address
of Institute 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: _____

SUPPLY ORDER AGAINST RATE CONTRACT- FORM – C

M/s –

Supply Order No:

Date:

Rate Contract No:

Dated:

Period of Rate Contract:

This order which is intended for the supply of the stores detailed in the schedule below in accordance with the terms and conditions of the Rate Contract mentioned above and in the manner specified herein, shall operate to create a specific contract between the contractor (with whom the contract referred to and the requisition are placed) on one part and the President of India/Governor of the state/ Head of the autonomous body on the other part.

1. Name of Indentor:
2. Name & address of A/C officer of Indenting Office:
3. Indent No. & Date:

4. Details of Stores order:

Item Sr. No	Store Description	Accounting Unit	Unit Price (Rs)	Ordered Qty.	Ordered Value
----------------	----------------------	--------------------	--------------------	--------------	------------------

5. GST:

6. Total Value (Rs):
(Words):

7. Terms of Delivery:

8. Delivery Period

9. Inspection Agency:

10. Paying Authority:

11. Mode of Dispatch:

12. Consignee Details:

Signature with
Name & Designation

Copy to:

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

To,
M/s

This is to certify that the goods as detailed below have been received duly inspected in good condition:

- 1) Contract No. & date : _____
LC No: & date (for LC shipments) : _____
- 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, Designation & Tel. No : _____
- 9) Seal of the Consignee : _____

Copy to,

1. M/s HITES
- 2.

SECTION – XVIII

FINAL ACCEPTANCE CERTIFICATE

(To be given by the Consignee)

No _____

Date _____

To

M/s (Name & address of supplier)

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. 2 in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no. _____ dated _____
- (f) Name of the vessel/Transporter: _____
- (g) Name of the Consignee: _____
- (h) Date of handing over the site for installation by the consignee _____
- (i) Date of commissioning and proving test: _____

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

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

- The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
- The supplier has fulfilled its contractual obligations satisfactorily ##
or
- The supplier has failed to fulfil its contractual obligations with regard to the following:
 - o He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to ‘Technical Specifications’.
 - o 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. 2.
- 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:

- 1) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.*
- 2) 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).*
- 3) Training of personnel has been done by the supplier as specified in the contract.*
- 4) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.*

SECTION – XIX**CHECKLIST****Name of Bidder:****Name of Manufacturer:**

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed Tender Processing Fee and EMD of required amount for the quoted schedules (Rfx/event no.)?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney/Partnership Agreement in favour of the signatory attested by a Notary Public.			
3.	(a) Are you a MSE unit, registered with NSIC under Single point registration Scheme or registered with DGS&D for the quoted items? If so, have you enclosed a copy of the registration certificate? (b) Are you enlisted with DGS&D as Indian Agent under the compulsory Enlistment Scheme of Ministry of Finance, Govt. of India? If so have you enclosed a copy of the enlistment 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 the end users in respect of all orders mentioned in the Proforma for performance statement in Sec. IX of TE document.			
b.	Have you submitted copy of the supply order(s) and installation report?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
6.	(a) Have you submitted manufacturer's authorization as per Section XIV? (b) Have you submitted a copy of the agreement between you and your Principal as per clause 14 of GIT?			
7.	(a) Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Bid as per Section XI? (b) Have you submitted with your Price Bid your Principal's /Manufacturer's Original proforma invoice indicating FOB value, CIP value, Indian Agent Commission etc? As per price schedule format.			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Bidder, have you furnished permanent Account No (PAN) as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Bidder, have you furnished Income Tax Account No. of your Indian Agent 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.	(a) Have you fully accepted payment terms as per TE document? (b) Have you accepted "terms of delivery" as per TE document?			
12.	Have you quoted delivery period and lead time required for supply of stores?			
13.	Have you confirmed that the terms of delivery shall be "Delivery at Consignee Site"?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted all other terms and conditions of TE document?			
16.	(a) Have you furnished documents establishing your eligibility & qualification criteria as per TE documents? (b) Have you given "write up" as asked for in Qualification Criteria (Section IX) under Note 2?			

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
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?			
19	Whether the firm is LSI or MSE. In case of LSI whether percentage of purchase from MSE indicated?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Bidder 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 bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any. Non submission of the above information/documents makes the bid liable to be ignored without any further reference to the Bidder.

(Signature with date)

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

(Name, address and stamp of the tendering firm)

SECTION XX

FORM OF INTEGRITY PACT

(To be given on letter head of the Supplier/OEM as the case may be duly signed by the authority having legal power of attorney to bind the firm)

This Integrity Pact (hereinafter called the IP) is a fidelity agreement between the Supplier (which include all their employees, agents, consultants and also their OEM, if any), who are awarded/seekes Contracts/Rate Contract(s) (RCs) on one hand and M/s HLL Infra Tech Services Limited (hereinafter called the Purchaser) which include all its employees/officials/officers working on the other.

2. Under this IP, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means & behaviour maintaining complete transparency and fairness in all activities concerning Bidding, Contracting/Rate Contracting and performance thereto. Neither the Supplier nor the Purchaser which also includes indentors, inspection officials shall demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favour of any kind whatsoever and shall not use nay corrupt practices including fraud, misrepresentation, misleading or forged/false documents concealing/supressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, collusion, which are not limited to, but also include the following:

- a) **Collusive bidding:** Collusive bidding can take form of an agreement among firms to divide the market, set price, or limit production. It can involve “wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties”. In legal terms, all acts affected by collusion are considered void.
- b) **Bid rotation:** In bid-rotation scheme, conspiring firms continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.
- c) **Cover bidding:** Cover (also called complementary, courtesy, token, or symbolic) bidding occurs when individuals or firms agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of designated winner, (2) a competitor submits a bid that is known to be too high to be accepted, or (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the purchaser.
- d) **Bid suppression:** Bid-suppression schemes involves agreements among competitors in which one or more companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner’s bid will be accepted.
- e) **Market allocation:** Competitors crave up the market and agree not to compete for certain customers or in certain geographic areas. Competing firms may, for example, allocate specific customers or types of customers to different firms, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firms etc.

3. The party hereby agrees that he will not indulge in any such activity and will inform Purchaser in any such activity is on. The party further agrees that he will not give bribe, speed money & gifts to any Purchaser official of and will not commit any offence in contravention of relevant IPC/PC ACT or any Indian law in force.

4. The party hereby agrees that which canvassing order, they will not provide any inducement to the indenter, whether directly or indirectly including cash & non cash, both pre and post procurement action and inform the Purchaser if any such event is holding for which Purchaser on assessment of the issue, will refer the matter to CBI, CVC and the concerned administrative authority.

5. In case of failure or default in terms of this IP, the officials will be subjected to actions prescribed under penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

- a) Cancellation of Contract/Rate Contracts (RCs)
- b) Forfeiture of all securities and performance Bank Guarantees
- c) Refusal to grant Contract/RCs for further period of 3 years
- d) Suspension and /or banning the business dealings for period upto 3 years.
- e) Any other administrative or penal actions as deemed fit.
- f) Actions under IPC/PC Act and other relevant laws of the country.

6. It has been further agreed that the actions as aforesaid except that at 5(f) above will not require any criminal conviction from any court of law or arbitration but will be based on 'Non-contest' basis, upon satisfaction of M/s HLL Infra Tech Services Limited, B-14A, Sector – 62, Distt. Gautam Budh Nagar, Noida – 201307, U.P. who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/reach of the terms under this IP.

7. IT has been also agreed prescribing that within 30 days of such orders passed by Purchaser the aggrieved party shall have the right to appeal to M/s HLL Infra Tech Services Limited, B-14A, Sector – 62, Distt. Gautam Budh Nagar, Noida – 201307, U.P. and till the time a decision is taken on such appeal, the decision of Purchaser would be in-force unless otherwise specifically ordered by the Secretary, MoHFW.

8. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below

Place:

Date:

Signature on behalf of Supplier firm.....

Name and designation / capacity of signatory.....

Full address of the Supplier Firm.....

Seal & Stamp of the Supplier Firm.....

SECTION-XXI

(Notice-cum-Cancellation Letter)

HLL Infra Tech Services Limited
B-14A, Sector-62
Distt. Gautam Budh Nagar
Noida – 201307, U.P.

(Application where the Purchaser decided to short-close the R/C)

No.....
To
M/s.....
.....

Sub: Rate Contract for supply of
 Valid upto

Dear Sir,

- (a) It has been observed that there has been notable downfall in the prices after conclusion of the R/C and that the stores are now obtainable on much lower rates (if it is possible to indicate a definite price at which the stores are now obtainable, the same can be counter offered to the R/C holder for their acceptance).
- (b) The quantity of goods supplied against R/C so far have not been to the requisite standard in as much as there have been complaints from the user Departments in this regard, and
- (c) Your conduct in performance of the R/C has not been satisfactory in respect of
- (d) Any other reasons which can be indicated.

Note: Purchaser Officer has to assign any one or the other reasons as relevant.

3. In view of the above, it has been decided to short-close the subject Rate Contract after (allow 15 days from the date of issue of the letter). The Rate Contract may be treated as cancelled/withdrawn after..... (date given for the withdrawal of the R/C). Any order placed by the Direct Demanding Officers after the expiry of the notice period shall not be executed by you.

Your faithfully

For and on behalf of the Purchaser

SECTION XXII

REVOCATION-CUM-CANCELLATION

(Application where R/C is revoked by the R/C Holder)

To,
M/s HLL Infra Tech Services Limited
B-14A, Sector-62
Distt. Gautam Budh Nagar
Noida-201307
U.P.

Sub: Rate Contract for supply of
 Valid upto

Sir,

It is not possible for us to continue to supply against the subject Rate Contract for the following reasons:-

- (a)
- (b)

In terms of Clause--- of GCC, I/We hereby revoke the Rate Contract which will take effect 15 days from the date of receipt of this communication by your office. Formal Cancellation letter may be issued at the earliest.

Yours faithfully

(M/s.....)

Note for Purchase Officer:-

The Purchase Officer is expected to issue the cancellation letter counting 15 days from the date revocation letter is received to HITES stating that:-

“In view of your letter datedthe Rate Contract is hereby treated as short-closed/withdrawn with effect from

All orders placed prior to this cancellation are, however, to be executed at the earliest.