

e-TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF REFRIGERATED TRUCKS
UNDER UNIVERSAL IMMUNISATION PROGRAMME

FOR

GOVT. OF INDIA

MINISTRY OF HEALTH & FAMILY WELFARE

Tender No.

HLL/PCD/IMMU-12/17-18

THROUGH

NATIONAL COMPETITIVE BIDDING



By

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SECTION I
NOTICE INVITING e-TENDERS (NIT)

Tender Enquiry No.: HLL/PCD/IMMU-12/17-18

Date: 07.06.2017

Country: India
Name of the project: Universal Immunization Programme (UIP)
Name of the Work: Procurement of Refrigerated Trucks.

1. Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Ministry of Health & Family Welfare, Govt. of India, invites e-tenders, from eligible and qualified tenderers for supply of Refrigerated Trucks under Universal Immunization Programme:

Sl. No.	e- Tender Ref. No (Event No.)	Item Name	Consignee	Quantity (nos.)	EMD Amount (Rs)
1	3000002001	Refrigerated Truck (Large)	As per List of Requirement	23	13,80,000

2. **Tender No.:** HLL/PCD/IMMU-11/16-17

Sl.	Description	Schedule
A	Tender processing fee	Rs. 5,200/- (Rs. Five Thousand Two Hundred Only), inclusive of UP VAT @ 4%
B	Pre-Tender meeting date , time & Venue	15.06.2017 , 1100 hrs IST , HLL Lifecare Limited, , Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307
C	Closing date & time for submission of tender processing fee and EMD in physical form	10.07.2017, 1300 hrs (IST) Tenderer have to submit Original Bank Instruments viz. DD/BC/BG of tender processing fee and EMD within the above mentioned date and time
D	Closing date & time for submission of online Tenders	10.07.2017, 1200 hrs IST
E	Time and date of opening of online Tenders	10.07.2017, 1400 hrs IST
F	Venue for :- • Submission of tender processing fee, EMD in physical form. • E-Tender Opening-Tech Tender	HLL Lifecare Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

SPECIFIC Instructions for e-Tender Participation:-

- Tenderer should have valid Class 3 Digital Signature Certificate with Encryption Key.
- Tenderers are requested to read the Bidder help document on e-tender web site link before proceeding for Tendering.
- The Prospective Tenderers have to register in the e-procurement Portal of HLL at <https://etender.lifecarehll.com/irj/portal>. The video tutorials on the process to be followed for New Bidder Registration and Certificate Export are available under Bidder Help Documents. On completion of the registration process, the Tenderer will be provided with user ID and password within 7 working days. In order to submit the Tenders electronically Tenderer are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption keys).
- Post receipt of User ID & Password, Tenderer can log on for downloading & uploading tender document.
- The tenderers shall submit tender processing fee and EMD in physical form at the scheduled time and venue.

8. Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>.
9. The submission of online tender can only be done through <https://etender.lifecarehll.com/irj/portal> only.
10. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated as above.
11. Tenderers shall ensure that their tenders complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**

IMPORTANT NOTE :-Tender processing fee (Rs.5,200/-) and EMD (As applicable)/ Exemption certificate (as per GIT clause 19.2) should be deposited in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before **10.07.2017, 1300 hrs (IST)**. Submission beyond stipulated date & time would result in **REJECTION of TENDER.****

SVP (GB)

SECTION - II

GENERAL INSTRUCTIONS TO TENDERER (GIT)

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A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- ii) "e-Tender" means Tenders/ Quotation/ Tender received from a Firm/ Tenderer/ Tenderer online.
- iii) "Tenderer" means Tenderer/ the Individual or Firm submitting Tenders/ Quotation/ e-Tenders.
- 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 Tender Security/ monetary or financial guarantee to be furnished by a Tenderer along with its tender.
- viii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x) "Consignee" means the Government Medical Store Depot (GMSD)/ 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 ultimate consignee.
- xi) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- xiii) "Day" means calendar day.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderer
- (iv) "SIT" means Special Instructions to Tenderer
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "NSIC" means National Small Industries Corporation
- (viii) "PSU" means Public Sector Undertaking
- (ix) "CPSU" means Central Public Sector Undertaking
- (x) "LSI" means Large Scale Industry
- (xi) "SSI" means Small Scale Industry
- (xii) "LC" means Letter of Credit
- (xiii) "DP" means Delivery Period

- (xiv) "BG" means Bank Guarantee
- (xv) "ED" means Excise Duty
- (xvi) "CD" means Custom Duty
- (xvii) "VAT" means Value Added Tax
- (xviii) "CENVAT" means Central Value Added Tax
- (xix) "CST" means Central Sales Tax
- (xx) "RR" means Railway Receipt
- (xxi) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxii) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xxiii) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
- (xxiv) "RT" means Re-Tender.
- (xxv) "GMSD" means Government Medical Store Depot.
- (xxvi) "GST" means Goods and Services Tax

2. Introduction

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

3. Availability of Funds

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

4. Language of Tender

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

5. Eligible Tenderer

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. e-TENDER ENQUIRY DOCUMENTS

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

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

9. Amendments to TE documents

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

9.2 Such an amendment will be notified **only in the website(s) www.lifecarehll.com or www.eprocure.gov.in or etender.lifecarehll.com/irj/portal. All prospective bidders are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior to the last date of submission of the Tenders.**

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

10. Clarification of TE documents

A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

C. PREPARATION OF e-TENDERS

11. **The tender shall be submitted online only, EXCEPT TENDER PROCESSING FEE & EMD** (in physical form) as mentioned below:

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

DO NOT'S

Bidders are requested **NOT** to submit the hard copy of Financial Bid. In case the financial bid is submitted in physical form (hard copy), 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) Technical Tender (Un priced Tender)

All Technical details eg. Eligibility Criterias requested (as mentioned below) should be attached in *C-Folder of e-tendering module* (Under *Notes & Attachments* of *Rfx Information* of *Create Response* window), failing which the tender stands invalid.

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

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices.
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the Tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization Form. **While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.**
- v) Power of Attorney in favour of 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 Tenderer conform to the requirement of the TE documents.

- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation
- x) Checklist as per Section XX.

B) Price Tender:

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

The Tenderer shall not submit hard copy of financial Tender otherwise his tender shall be rejected. Also, uploading the price Tender in pre-qualification Tender or technical Tender will result in rejection of the tender.

Note:

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

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 The authorized signatory of the Tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 11.4 A bid, 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.
- 11.5 Tender sent by fax/telex/cable/ e-mail shall be ignored.

12. Tender currencies

- 12.1 The Tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 *Deleted.*
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Tender Prices

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

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

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

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

13.4.2 *Deleted.*

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 Excise Duty:

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

13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.5 *Deleted*

13.5.6 **Goods and Services Tax (GST) :**

If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

13.6 *Deleted.*

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

13.8 *Deleted.*

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

14. Indian Agent

14.1 *Deleted.*

15. Firm Price

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

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

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

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

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

17 Documents Establishing Tenderer's Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, the Tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

- 17.2 The documentary evidence needed to establish the Tenderer's qualifications shall fulfil the following requirements:
- a) in case the Tenderer offers to supply goods, which are manufactured by some other firm, the Tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The Tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) *Deleted.*
 - d) *Deleted.*

18. Documents establishing Goods' Conformity to TE document.

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(A)(i) the Tenderer shall furnish along with its tender, earnest money for amount as shown in Section I, Notice Inviting Tender (NIT),. The earnest money is required to protect the purchaser against the risk of the Tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The Tenderer who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the Tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque and
 - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the Tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the Tenderer as per the format specified under Section XIII in these documents.

- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful Tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Tenderer's earnest money will be returned without any interest, after receipt of performance security from that Tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a Tenderer will be forfeited, if the Tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful Tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 *Deleted.*

20. Tender Validity

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

21. Digital Signing of e-Tender

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 The tender shall be submitted online only.
- (i) Pre-qualification and Technical compliance as per following documents (**Online submissions of all the documents.**)
- a) Manufacturer's authorization in case Tender is submitted by an 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) Name, address and details of account with respect to Tenderer and/or beneficiary of L/C.
- i) Quality Control Requirements as per Section VIII
- j) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- k) Technical Tender 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 TENDER (Only ONLINE Submission).**

22.2 The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders. Along with Price Tender recent purchase order copies for the same model and technical configuration issued by institute of National importance / reputed central / state government hospitals/ Autonomous bodies should be uploaded in pdf form for price reasonability.

23. Late Tender

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

24. Alteration and Withdrawal of Tender

24.1 The tenderer, is permitted to change, edit or withdraw its Tender on or before the end date & time.

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence

- 27.3 Deleted

- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

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

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

28. Minor Infirmary/ Irregularity/ Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Tenderer. Wherever necessary, the purchaser will convey its observation on such 'minor'

issues to the Tenderer by registered/speed post etc. asking the Tenderer to respond by a specified date. If the Tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29 Discrepancies in Prices

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

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

32.1 *Deleted.*

33. Schedule-wise Evaluation

In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the Tenderer have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful Tenderer for each schedule, subject to Tenderer(s) being responsive.

34. Comparison of Tenders

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

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST, sales tax & other similar taxes, excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the Tenderer), on the goods if a contract is awarded on the Tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the Tenderer) on the goods if the contract is awarded on the Tenderer.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
 - iii. **The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.**

The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

The Notification is available in the below link:

http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StarupMedEnterprise25072016.pdf

The FAQs are available in the below link:

Note:- Definition of Start-up (only for the purpose of Government schemes)

(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.)

Start-up means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.

Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration.

Provided further that a Start-up shall be eligible for tax benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

36. Tenderer's capability to perform the contract

- 36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the Tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above-mentioned determination will, inter alia, take into account the Tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the Tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

- 37.1 From the time of submission of tender to the time of awarding the contract, if a Tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 37.2 In case a Tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the Tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that Tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the Tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract i.e. completion of all contractual obligation against the contract.

41. Notification of Award

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

42. Issue of Contract

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

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

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

44. Return of EMD

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

It is required by all concerned namely the Consignee/Tenderer/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 Tenderer (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERER (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	23
B	8 to 10	TE documents	Change	23
C	11 to 21	Preparation of Tenders	No Change	23
D	22 to 24	Submission of Tenders	Change	23
E	25	Tender Opening	No Change	23
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	23
G	38 to 45	Award of Contract	No Change	23

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

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

e-TENDER ENQUIRY DOCUMENTS

NOTE : Wherever Excise duty, Sales Tax/VAT, Service Tax and Works Contract Tax is mentioned in the (Tender Enquiry Document) TED, it may be read as Excise duty/ GST, Sales Tax/VAT/GST, Service Tax/GST and Works Contract Tax/GST if applicable.

SUBMISSION OF e-TENDERS

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

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty six (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 47 months from the date of Notification of Award.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

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

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

6. Technical Specifications and Standards

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

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

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

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods

- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

8.1 **Prototype Inspection: One prototype of Refrigerated Truck to be introduced in the operation must be inspected and approved before being taken up for serial production. The equipment so supplied shall be similar to the approved equipment.**

The tenderer has to take written approval of the final prototype approved from the purchaser before going for serial production of equipment. This final approved prototype shall be retained till the end as a reference and will be the last equipment to be rolled out in the complete order. All supplies are to be made as per the prototype finally approved by the purchaser.

- 8.2 The purchaser and/ or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.3 The inspection and tests will be carried out in line with the Technical Specification and Quality Control Requirements incorporated in the contract. 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 For the pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.6 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.
- 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.

8.9 *Deleted.*

9. Terms of Delivery

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

10. Transportation of Goods

10.1 *Deleted.*

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

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

11. Insurance:

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

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

12. Spare parts

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

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

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of 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.

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

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

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

- B) Deleted

15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*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 **as mentioned in the technical specifications Section VII** after the goods or any portion thereof as the case may be, have been delivered to the final destination 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 will be inclusive of all accessories and Turnkey work (if applicable) and it will also cover the following wherever applicable:-

- Any kind of motor.
- Plastic & Glass Parts against any manufacturing defects.
- All kind of sensors.
- All kind of coils, probes and transducers.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

c. Replacement and repair will be under taken for the defective goods.

d. Proper marking has to be made for all s pares 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 Tendering documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action and to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination within next 48 hours. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 48 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 Deleted
- 15.9 The supplier along with its Indian Agent shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

16. Assignment

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, sub-assemblies and fabrication works for vehicle bodies.

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

18. Modification of contract

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

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

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

19. Prices

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

20. Taxes and Duties

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

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

20.3 The entry tax, if applicable, the exemption certificate will be issued or the same will be reimbursed by purchaser/ consignee. The road permits will be issued by the consignee at the time of delivery of goods.

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

a) On delivery:

75% 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
 - (vi) Certificate of origin.

b) On Acceptance:

Balance 25% payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

Deleted.

c) Deleted.

d) Payment of Indian Agency Commission:

Deleted.

C) Payment of Turnkey, if any:

Deleted.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

Deleted

- 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 Irrevocable & non-transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency/currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to 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 GST, 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 Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delay in the supplier's performance

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

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

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.

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

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

- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST, customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

23. Liquidated damages

Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. ***The Liquidated damages will attract Service Tax also which in turn shall be deducted from the bidder.***

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

24. Termination for default

24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

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

26. Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier/ ***sub-contractor (as per amended provisions of Sub-Contracts, clause 17 of GCC*** shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility,

acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

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

28. Governing language

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

29. Notices

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

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). 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 lakhs (Rs. 1,00,000/-).
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

31. **Applicable Law**

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

32. **General/ Miscellaneous Clauses**

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

SECTION - VI

LIST OF REQUIREMENTS

Part I

S. No	Item	Qty.	Consignee	CMC
1	Refrigerated Truck	23	AS per Section XXI (Consignee List)	Nil

Part II: Required Delivery Schedule:

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

90 days from the date of approval of Prototype. The offer for prototype should be within 60 days from the date of issue of notification of award/purchase order. The date of delivery will be the date of delivery at consignee site.

Note: The Purchaser/ Consignee reserves the right to extend the delivery period up to one year from the date of NOA at its discretion.

b) **For Imported goods directly from foreign:**

Deleted.

Part III: Scope of Incidental Services:

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

Part IV:

Turnkey, as per details in Technical Specification.

Part V:

Deleted

Part VI:

Required Terms of Delivery and Destination.

At Consignee Site–Specified in the List of Requirements

Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site.

b) **For Imported goods directly from abroad:**

Deleted.

Destination/ Consignee details are given in Section XXI

SECTION - VII

Technical Specifications

- Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The Tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.
- Note 2:** General: Tenderer 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 Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS and IEC safety Standards.
-

Equipment Specifications for Refrigerated Trucks

Capacity: Vaccine Storage capacity- 32 cum ± 10%

Clause	Description	Sub-clause	Technical Particulars
1.0	Storage Capacity	1.1	Refrigerated vaccine compartment capacity: 32 cum ± 10%
2.0	Applications	2.1	The refrigerated truck is required to transport large quantity of vaccine from GMSD to state and regional vaccine stores, where long distances are covered maintaining as per para-3.0 in the insulated compartment.
		2.2	A three-phase motor compressor cooling unit, operating on 415 V A.C./50Hz, mounted on the driver's cabin.
		2.3	During the normal operation / running of the vehicle, the compressor shall be powered through a diesel generator. It should also have a provision to connect to external electric power source, in case of long halt at one location with vaccine load or any emergency such as diesel generator failure, or fuel shortage.
3.0	Temperature recording	3.1	The Refrigeration unit must maintain the interior of the insulated body/ vaccine storage compartment at a temperature between + 2deg. C to +8deg C at any point, with full load or no load of vaccine.
		3.2	The specified temperature must always be maintained continuously, so long as any vaccine is expected to be loaded, or is in all ambient temperature conditions.
		3.3	The temperature gradient should not be more than 2 deg C across any two points in vaccine compartment.
		3.4	There should be provision to continuously monitor the temperature of the storage compartment. There should be a visual indicator at the dashboard for the driver to observe any temperature variation during the transport / storage of the vaccine load in the vehicle.
		3.5	There should be provision to keep hard and soft copy records of the continuously monitored temperature. These records need to be maintained for a minimum of three years.
Insulated Body			
4.0	Structure	4.1	The body comprises of outer and inner panels and an insulating material.
		4.2	The outer and inner panels should be of cold rolled (CR) sheet / stainless steel / Glass Reinforced plastic (GRP) or aluminium.
		4.3	Inner chamber should not be connected with outer enclosure or doors through any thermally conductive material or joints.

Clause	Description	Sub-clause	Technical Particulars
		4.4	The vaccine compartment should be reinforced appropriately to manage structural integrity and to handle 6000 kg pay load.
		4.5	Internal ceiling-mounted LED luminaires should be used for lighting of the vaccine compartment with an external switch with pilot light on the dashboard
		4.6	The cargo chamber should have powder coated adjustable shelves having depth of 450mm and width 750mm running along the long sides.
		4.7	Provision for two shelves in the cargo chamber along the two longer side walls.
		4.8	The storage rack should have mechanism for bracing the vaccines cartons to prevent any movement or drop during the movement of the vehicle.
		4.9	The bottom most shelf should provide a ground clearance of 100 mm.
		4.10	The floor of the Vaccine storage compartment should be of robust structure capable of supporting the pay load and the movement on account of material handling.
		4.11	There should be a camera facing the rear door and lock with screen in driver's cabin so that the driver can keep watch on rear door during travelling.
		4.12	Four drainage points should be placed close to four corners with screw type cap at outside and removable plug from inside. The caps and plugs should be so attached to prevent them from getting lost.
		4.13	The body should be in the aerodynamic shape from the front.
		4.14	The roof should have slightly sloped to avoid accumulation of any rain water on its top.
		4.15	Corners of the Vaccine storage compartment should be smooth without sharp edges.
		4.16	Outer body should be painted white to reflect Sun light
5.0	Outer panel – roof and side walls	5.1	Suitable / SS / GRP Aluminium or CR sheets with quality PUF insulation to meet the pay load requirement and general wear and tear abuses.
		5.2	Reinforcements / columns / sections must be used everywhere to maintain structural strength and integrity so as to support racks, ducts, fans, people movement, straps and hooks etc.
		5.3	Refrigeration unit with DG Set must be supported on outer enclosure, properly reinforced, with adequate protection of the unit from natural elements.
		5.4	Outer body should be totally leak-proof, to protect insulation and payload.
		5.5	Refrigerator unit and DG set enclosure must have provision to drain rain water, any fuel leakage etc.
6.0	Inner panel – side	6.1	Suitable SS/GRP Aluminium or CR sheets with

Clause	Description	Sub-clause	Technical Particulars
	wall and ceiling		minimum 6 mm marine grade ply wood on walls.
		6.2	All joints should be sealed with good quality durable sealants and fastened with SS screws adequate reinforcement of the inner walls to support air blower / duct network running along ceiling to provide uniform cooling in the cargo chamber.
7.0	Floor	7.1	Floor must be of minimum 5 mm slip proof aluminium checkered plate, fastened on 19mm solid marine grade wood.
		7.2	It should rest on reinforcements filled/ covered with PUF, over strong, steel / GRP/ wooden outer base.
		7.3	Shelf to shelf walking way of the floor should be covered with the perforated non-slip rubber mat of minimum 20mm thickness.
8.0	Door	8.1	Two leaves with outer and inner panels with thermal insulation identical to the rest of the compartment walls.
		8.2	It should be completely air sealed with FRP section and suitable PVC outer/ EPDM rubber inner profile.
		8.3	Both leaves should have multiple hinges (minimum 3).
		8.4	The door design should be in such a way that it should provide complete insulation from outside.
		8.5	The hinge and lock structure should lock the door at the bottom and top using latch bar cam lock.
		8.6	Doors should be connected to outer enclosure, suitably reinforced with steel / GRP / Aluminium or SS sections.
9.0	Door opening	9.1	Opening angle Minimum 270° There should be adequate mechanism to block the door in its open position.
		9.2	The opening must also be fitted internally with a clear plastic flexible strip curtain There should be a clear plastic flexible strip curtain at the extreme end of the vaccine compartment towards the door to minimise exchange / loss of refrigerated atmosphere when the door/s are opened for loading and unloading of vaccines.
10.0	Insulation	10.1	The insulated material should be poly urethane foam (PUF)
		10.2	Minimum foam density of 30 kg /cubic meter, with suitable wall and floor thickness 10.3 Thermal Conductivity: Maximum 0.025w/m ⁰ K for PUF /0.6 W/m ² ⁰ K for cargo chamber at 10°C.
11.0	Hold Over Time	11.1	The vaccine storage compartment should hold the inside temperature below 10 deg C at least for 3 Hours at the ambient temperature of 43°C when it is not opened.
Refrigeration unit			
12.0	Refrigeration unit	12.1	The refrigerant must comply with the Montreal Protocol. It must be CFC-free and preferably HCFC-free. It is preferable to use a refrigerant that has low or 0

Clause	Description	Sub-clause	Technical Particulars
			GWP.
		12.2	The refrigeration equipment should be independently diesel powered.
		12.3	There should be an automatic start-up and shut-down mechanism through electronic temperature control unit as defined in 17.
13.0	Unit installation	13.1	The refrigeration unit is installed on the body above the driver's cabin of the vehicle.
		13.2	It should have suitable sized compressor, evaporator and control switches along with voltage stabilizer to maintain the temperature as defined in 3.0
14.0	Power supply	14.1	An inbuilt DG set integrated with refrigeration system should be provided with a by-pass arrangement for the Motor.
15.0	Changeover switch	15.1	A manual changeover switch should be provided to select power option between diesel generator supply and grid supply.
Temperature Control			
16.0	Temperature Monitoring	16.1	Effective air temperature monitoring with a minimum of two fixed sensors in the vaccine storage compartment.
		16.2	One sensor should be positioned below the cooling unit to measure return air temperature.
		16.3	Other sensor on the ceiling about three quarters of the way down the length of the compartment.
		16.4	In the case of a cooling unit, which does not use forced air, the air temperature should be measured above and below the load, to take into account the likely vertical temperature gradients.
		16.5	Sensors must be connected to a suitable recording instrument, permanently mounted in the vehicle cab.
		16.6	In addition to temperature recorder, the truck should be fitted with an instantaneous digital temperature display on the driver's dashboard.
		16.7	It should have visual as well as acoustic alarm system. As soon as the vaccine temperature crosses the safe range alarms alerts the driver.
		16.8	GSM based location tracker should also be provided with cloud based/internet browser based monitoring, using free software to ensure that maximum permitted driving periods are not exceeded.
17.0	Digital Control unit	17.1	A digital, programmable controller should allow auto & manual control of : 1. temperature control, 2. defrost feature.
		17.2	The control unit should provide visual indication of the following : 1. Power on / off 2. Compressor on, 3. Return air temperature,

Clause	Description	Sub-clause	Technical Particulars
			4. Supply air temperature. 5. Temperature of return air fan, 6. Defrost operations.
		17.3	The diesel level of DG set fuel tank should be visible at the dash board of the driver.
18.0	Additional Accessories	18.1	A suitable size folding ladder should be provided.
		18.2	Footsteps and hand grips at the back for climbing in the cargo box should be provided.
		18.3	A hook for holding the cable of stand by motor at the inner side of the door should be provided.
		18.4	The vehicle, doors of the refrigerated body and all fuel cap should be fitted with security deadlocks.
Base Vehicle specifications			
19.0	Engine	19.1	Diesel Engine
		19.2	Direct Injection,
		19.3	Turbo charged
		19.4	Inter-cooled.
20.0	No. of Cylinder	20.1	In Line 6 Cylinder 4 Stroke direct ignition
21.0	Capacity	21.1	5600 CC and above
22.0	Minimum KW/RPM	22.1	Minimum 90 KW @ 2400 rpm
23.0	Transmission	23.1	5-4 Forward, 1 Reverse with power assisted steering mechanism.
24.0	Clutch	24.1	Dry single Plate
25.0	Brakes	25.1	Full Air S-cam brake
26.0	Frame Section	26.1	Rectangular
27.0	Cooling	27.1	Water Cooled
28.0	Voltage	28.1	Suitable : 12 / 24 Volts
29.0	Battery	29.1	Suitable of reputed and easily available brand
30.0	Fuel Tank	30.1	Minimum: 150 Ltrs.
31.0	Suspension	31.1	Semi Elliptical Leaf Spring.
32.0	Shock Absorbers Telescopic	32.0	Hydraulic Double Acting Telescopic
33.0	Tyres	33.1	Radial/Nylon
34.0	Wheel Base	34.1	4300 mm \pm 15%
35.0	Weight carrying capacity (weight of vaccine/goods can be loaded on truck excluding weight of refrigerated box, Refrigeration system etc. loaded on chassis, weight of driver and helper and 75% filled diesel tank)	35.1	6000 Kgs \pm 10%
36.0	Ground Clearance	36.1	Minimum 160mm under maximum load
37.0	Wheel Drive	37.1	2 Wheel Drive

Clause	Description	Sub-clause	Technical Particulars
38.0	Gross vehicle weight	38.1	11000 Kg \pm 10%
39.0	Turning radius	39.1	Turning radius may not exceed 10.5 meters
40.0	Emission norms	40.1	As per BS IV Norms.
41.0	Standard tool Kit	41.1	Standard tool kit such as lifting jack, Wheel spanner, screw drivers etc. should be provided with each vehicle.
Testing requirement			
42.0	Air tightness test of the doors	42.1	0.5 cum per hour or less
	Temperature Mapping		Maximum difference between any 2 points of the storage compartment is less or equal to 2 deg C. The minimum should never be below 0 deg C, and the maximum should never be above 10 deg C. when the average is respectively 2 and 8 deg C.
43.0	Heat Leakage test	43.1	Once stabilized, temperature should not rise above 10 deg C in 3hours at 50 deg. C.
44.0	Certificates of testing	44.1	All above mentioned test should be conducted through an approved laboratory by the Government of India and the equipment should be supplied along with roadworthiness certificate from ARAI/ other NABL bodies. The certificates may be verified at the time of prototype inspection
		44.2	The temperature monitoring device should be supplied with a traceable certificate of calibration which must be renewed annually.
		44.3	The certificate should be valid for the range of temperatures (+ 2 to +8 Deg C) that the device normally measures.
45.0	Spare parts	45.1	A list of in country dealer network should be provided which holds the spare parts for the vehicle as well as for refrigeration unit.
		45.2	Provide a list of most commonly required spares along with cost.
46.0	Workshop and operating manuals:	46.1	Provide the following manuals in English: <ol style="list-style-type: none"> 1. User's operation manual for the refrigeration unit 2. Maintenance with trouble shooting manual for refrigeration unit 3. User's manual for the vehicle 4. Service and repair manual for vehicle with details of periodic maintenance
47.0	Warranty	47.1	One Year plus two years extended warranty for entire vehicle, refrigerated box and refrigeration system excluding consumable items. The warranty for consumables will be as per original manufacturer.

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:
 - a) As per GCC Clause 15.
 - b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
 - c) All software updates should be provided free of cost during Warranty period.
2. After Sales Service:

After sales service centre should be available at the Capital City of State on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 48 hrs. The service should be provided by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply. The supplier will provide a monthly statement of details of complaints received, attended, response time, spare parts replaced and recouped to the consignee, state and MOHFW.
3. Training:
4. On Site training to operators/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.

SECTION - VIII

Quality Control Requirements

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

Tender Reference No.:

Date and Time of opening:

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
 - a. full postal address:
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number
- 02 Plant and machinery details:
- 03 Manufacturing process details:
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

SECTION - IX

Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent.
02.
 - a) The Manufacturer should have supplied in last Five years from the date of Tender Opening, atleast 50% of the quoted quantity (i.e. 12 Nos.) of the similar item performing similar function which has been meeting major specification parameters which is functioning satisfactorily any where. (“Similar equipment”, means the “Chassis” or fabricators of the Truck/ bus body”).
 - b) **Deleted.**
 - c) Deleted
 - d) Manufacturer/ bidder quoting for a schedule must quote for all the quantity in the schedule failing which such bids will be summerarily rejected.
 - e) The start-ups claiming exemption on the required prior experience, and complying the condition of GIT Clause 35.3 (iv) as above, should furnish along with the bid
 1. All necessary documents in support of the claim regarding exemption on prior experience as mandated by concerned Ministry/ Board of Govt. of India.

Notwithstanding anything stated above, the Purchaser reserves the right to verify/consider, whether the firm/entity is eligible for exemption regarding prior experience requirement.

Note

1. The tenderer shall give an affidavit as under:

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

2. In support of 2 (a) the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.
The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.
3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
5. 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)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

Signature and seal of the Tenderer

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

**FORMAT OF PERFORMANCE CERTIFICATE
TO WHOM IT MAY CONCERN**

Date _____

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

Place: _____

Date: _____

Name & Designation of the
officer with seal
(in capital letters)

SECTION - X

TENDER FORM

Date_____

To

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

Ref. Your TE document No. _____ dated _____

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

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

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

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderer” or for subsequently extended period, if any, agreed to by us.

We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

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

(Signature with date)

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

SECTION – XI PRICE SCHEDULE

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

(1) Event No.	(2) Brief Description of Goods	(3) Country of Origin	(4) Quantity (Nos.)	5 Total Price (at Consignee Site) basis(Rs.) 4 x 5(g)								
				Ex - factory/ Ex - warehouse/ Ex- showroom/ Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)**	Sales Tax/VAT(if any) [%age & value] (c)**	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/unloading and Incidental costs till consignee's site (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (e)	GST [%age & value] (f)**	Unit Price (at Consignee Site) basis (g) = (a)+(b)+(c) +(d)+(e)	Total price =(g)x(4)	

Total Tender price in Rupees: _____

In words: _____

****NOTE: -**

- 1. The bidder must quote both the tax structures, i.e. GST as well as Excise duty & Sales Tax/ VAT. If GST is applicable then the other tax structure i.e. Excise Duty and Sales Tax/VAT will not be applicable.**
- If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

Place: _____

Date: _____

Name _____
 Business Address _____
 Signature of Tenderer _____

Seal of the Tenderer _____

SECTION – XI PRICE SCHEDULE

B) *Deleted.*

SECTION – XII
QUESTIONNAIRE

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

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

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

fails or refuses to furnish the performance security for the due performance of the contract or
fails or refuses to accept/execute the contract or
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 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 – XIV
MANUFACTURER’S AUTHORISATION FORM

To

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

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

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

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

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

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

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

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

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

This guarantee shall be valid up to 47 (Forty Seven) months from the date of Notification of Award i.e. up to --
----- (indicate date)

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

.....
Name and designation of the officer

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

SECTION - XVI

CONTRACT FORM - A

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

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

Contract No _____ dated _____

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

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

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

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

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

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

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

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

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

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions

- (vi) Consignee, including port consignee, if any
1. Warranty clause
 2. Payment terms
 3. Paying authority

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

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

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

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

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____
Date _____
To _____
M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

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

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

Sl. No.	Description of Item	Quantity	Amount to be recovered	No.
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The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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

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

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

The amount of recovery on account of failure of the supplier to meet his contractual obligations

is _____ (here indicate the amount).

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

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 ANNEXURES

Annexure1

**DETAILS OF SHIPPING ARRANGEMENT FOR LINER CARGOES IN RESPECT OF C&F/ CIF/
TURNKEY/ F.O.R CONTRACTS FOR IMPORTS**

Deleted.

SECTION – XX
CHECKLIST

Name of Tenderer:**Name of Manufacturer:**

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno - Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
6. a.	Have you submitted the Tender as agent or manufacturer?			
b.	If you are an agent, have you submitted manufacturer's authorization as per Section XIV?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9..	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			

HLL Lifecare Limited

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you enclosed the latest purchase order copies and performance certificates from end users during last five years from date of opening of tender.			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section – XXI

Consignee List

1. Refrigerated Trucks:

S. No	State	Consignee	Qty.
1	Andhra Pradesh	SEPIO Hyderabad	1
2	Gujarat	SEPIO, Gandhinagar	1
3	Haryana	SEPIO, Panchkula	1
4	Jahrkhand	SEPIO, Ranchi	1
5	Kanatka	SEPIO, Bengaluru	1
6	Kerala	SEPIO, Trivendram	1
7	Madhya Pradesh	SEPIO, Bhopal	1
8	Maharashtra	SEPIO, Pune	1
9	Odhisha	SEPIO, Bhubneshwar	1
10	Punjab	SEPIO, Chandigarh	1
11	Rajasthan	SEPIO, Jaipur	1
12	Tamilnadu	SEPIO, Chennai	1
13	Uttar Pradesh	SEPIO, Lucknow	2
14	West Bengal	SEPIO, Kolkata	1
15	Chhatisgarh	SEPIO, Raipur	1
16	Bihar	SEPIO, Patna	1
17	West Bengal	GMSD, Kolkata	2
18	Maharashtra	GMSD, Mumbai	2
19	Tamil Nadu	GMSD, Chennai	1
20	Andhra Pradesh/ Telangana	GMSD, Hyderabad	1
	TOTAL		23