

DOMESTIC TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF
MEDICAL EQUIPMENT ON BEHALF OF

DR. BABA SAHEB AMBEDKAR MEDICAL COLLEGE

AN INSTITUTE UNDER
**DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVT OF NCT OF DELHI**

HLL/PCD/GNCTD/30/BSAH/15-16



BY

HLL LIFECARE LIMITED

(A Government of India Enterprise)

Procurement & Consultancy Services Division

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INDEX

Section	Topic	Page No.
Section I	– Notice inviting Tender (NIT) -----	03
Section II	– General Instructions to Tenderers (GIT) -----	07
Section III	– Special Instructions to Tenderers (SIT) -----	20
Section IV	– General Conditions of Contract (GCC) -----	21
Section V	– Special Conditions of Contract (SCC) -----	32
Section VI	– List of Requirements -----	33
Section VII	– Technical Specifications -----	35
Section VIII	– Deleted -----	--
Section IX	– Deleted -----	--
Section X	– Tender Form -----	43
Section XI	– Price Schedule -----	44
Section XII	– Questionnaire -----	45
Section XIII	– Bank Guarantee Form for EMD -----	46
Section XIV	– Deleted-----	--
Section XV	– Bank Guarantee Form for Performance Security -----	48
Section XVI	– Deleted -----	--
Section XVII	– Deleted -----	--
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	51
Section XIX	– Affidavit-----	53
Section XX	– Check List for the Tenderers -----	54
Section XXI	– Consignee-----	55

SECTION-I

NIT No:HLL/PCD/GNCTD/30/BSAH/15-16

Dated:19.06.2015

NOTICE INVITING TENDERS (NIT)

1. A) Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Dr. Baba Saheb Ambedkar Medical College, an Institute under Department of Health & Family Welfare, Govt. of NCT of Delhi, invites online e-Tenders, from eligible and qualified tenderers for supply of following Laboratory Equipment:

Sl. No.	Tender ID in GNCTD Portal	Short Description	Qty.	Tender Fees (Rs.)	EMD Amount (Rs.)
1	2015_HFWD_83881_1	Pre-clinical Medical items <i>[for various department as per description & qty. mentioned in the list of requirement and price format (Ref: Section-VI & section-XI of this TED)]</i>	As per LOR in Sec-VI	500	24,200

B) Time schedule for this NIT:

Sl No	Description	Schedule
i.	Dates of download/ sale of tender enquiry documents	20.06.2015 to 14.07.2015
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201 307
iii.	Pre Tender Meeting Date & Time	26.06.2015 at 12:00 Hrs.
iv.	Pre Tender Meeting Venue	Same as sl. (ii) above
v.	Date & time of closing of online tender in GNCTD Portal	14.07.2015 at 06:00 PM
vi.	Closing date & time for submission of physical Tenders	15.07.2015 at 02:00 PM
vii.	Date & time of opening of online tender	15.07.2015 at 02:30 PM
viii.	Venue of submission of Physical Tender/ Opening of Techno Commercial Tender	Same as sl. (ii) above

2. Interested tenderers may obtain further information about this requirement from this office inviting the tenders.
2. The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges. The bidders may prepare a banker cheque/Draft in favour of Delhi E-governance society and deposit it at E-procurement help desk room. The details of payment can be obtained from help desk.

In order to submit the bids electronically bidders are required to have type-II Digital Signature Certificate. Digital Signature can be obtained from any of the certifying agency.

The tender shall be submitted online (legible scanned documents in PDF format) in three parts as mentioned below. Physical submission of tender to be made only for Tender Fee, EMD, Affidavit as per Section XIX and supporting all related technical brochures in original:

- (i) Tender Fee & EMD
 - (ii) Pre-qualification and Technical compliance as per following documents:
 - a) Tender Form as per section X
 - b) Copy of PAN.
 - c) Certificate of Incorporation or Declaration in case being a proprietary firm.
 - d) Affidavit as per Section XIX
 - e) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry
 - (iii) Price Bid (Only online).
4. All prospective tenderers may attend the Prebid meeting. For all the above tender IDs, Prebid meeting shall be held at Conference Room of HLL Lifecare Limited, B-14A, Sector -62, Noida, Gautam Budh Nagar, U.P. - 201 307.
 5. To participate in the submission against the tender, it is mandatory for the Applicants to get digital signature and get themselves registered with e-tendering system of various hospitals under Govt. of NCT of Delhi.
 6. Tenderer may download the tender enquiry documents from the web site **www.lifecarehll.com** or **www.govtprocurement.delhi.gov.in** and submit its tender online after logging in to their user ID at **www.govtprocurement.delhi.gov.in**.
 7. Tenderers shall ensure that their tenders, complete in all respects, are submitted **online and desired hard copies in original** dropped 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 the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
 8. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organisation, the physical form of tenders will be received/opened on the next working day at the appointed time.

SVP (GB)
HLL Lifecare Limited

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

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

D	SUBMISSION OF TENDERS	
22	Submission of Tenders	14
23	Late Tender	15
24	Alteration and Withdrawal of Tender	15
E	TENDER OPENING	
25	Opening of Tenders	15
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	16
27	Scrutiny of Tenders	16
28	Minor Infirmary/Irregularity/Non-Conformity	17
29	Discrepancy in Prices	17
30	Discrepancy between original and copies of Tender	17
31	Deleted	--
32	Deleted	--
33	Deleted	--
34	Comparison of Tenders	17
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	17
36	Tenderer's capability to perform the contract	17
37	Contacting the Purchaser	18
G	AWARD OF CONTRACT	
38	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	18
39	Award Criteria	18
40	Variation of Quantities at the Time of Award	18
41	Notification of Award	18
42	Deleted	--
43	Deleted	--
44	Return of EMD	19
45	Publication of Tender Result	19
46	Corrupt or Fraudulent Practices	19

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

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking

- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry
- (xiii) “LC” means Letter of Credit
- (xiv) “DP” means Delivery Period
- (xv) “BG” means Bank Guarantee
- (xvi) “ED” means Excise Duty
- (xvii) “CD” means Custom Duty
- (xviii) “VAT” means Value Added Tax
- (xix) “CENVAT” means Central Value Added Tax
- (xx) “CST” means Central Sales Tax
- (xxi) “RR” means Railway Receipt
- (xxii) “BL” means Bill of Lading
- (xxiii) “FOB” means Free on Board
- (xxiv) “FCA” means Free Carrier
- (xxv) “FOR” means Free On Rail
- (xxvi) “CIF” means Cost, Insurance and Freight
- (xxvii) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxx) “H&FW” means Department of Health & Family Welfare, Government of NCT of Delhi
- (xxxi) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) “RT” means Re-Tender.

2. Introduction

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

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 Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Deleted
- Section IX – Deleted
- Section X – Tender Form
- Section XI – Price Schedule
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Deleted
- Section XV – Deleted
- Section XVI – Deleted
- Section XVII – Deleted
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Affidavit
- Section XX – Check List for the Tenderers

➤ Section XXI – Consignee List

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

9. Amendments to TE documents

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

9.2 Such an amendment will be notified in the referred websites only.

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

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on or before the pre-bid meeting.

10.2 Each prospective Tenderer can attend the Prebid meeting mentioned in para4 in Section I with maximum 2 persons duly authorized by Tenderer.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The tender shall be submitted online for all the necessary documents and in physical form (with respect to few documents as mentioned in the SIT) in three parts/covers as mentioned below:

- (i) Tender Fee, EMD, Pre-qualification as per checklist section XIX (Both online and physical) and as mentioned in Para A) below.
- (ii) Technical Bid (Both online and physical)
- (iii) Price Bid (Only online).

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

A) Techno – Commercial Tender (Un priced Tender)

- 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.
- 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) 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.
- v) Certificate of Incorporation.
- vi) Affidavit as per section XIX.

B) Price Tender:

1. Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.
2. The price should be quoted for the accounting unit indicated on the website.

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

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.

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

12. Tender currencies

- 12.1 The tenderer shall quote only in Indian Rupees.
- 12.2 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 **All the items in the tender must be quoted (separate price for each item) by the bidder as the comparison/ranking will be based on the total value (including all taxes & duties and any other charges incurred till Consignee site).**
- 13.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
- 13.5 Additional information and instruction on Duties and Taxes:
 - 13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation

the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place 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. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.

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.

- 13.6 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will not restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Deleted

15. Firm Price

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

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

16. Deleted

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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 11.1A(i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

19.3 The earnest money shall be denominated in Indian Rupees only. 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 as per the format specified under Section XIII in these documents.

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

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

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

20. Tender Validity

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

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who 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, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

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

21. Signing and Sealing of Tender

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

21.2 Deleted

21.3 The original tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract.

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tender shall be submitted online and in physical form in three parts as mentioned below:

(i) Tender Fee, EMD (**both online and physical**)

(ii) Pre-qualification and Technical compliance as per following documents [**Online submissions for all the documents (legible scanned documents in PDF format) and physical submission only for affidavit against point (i) and original Technical brochures/catalogues against point (e) below**]:

a) Tender Form as per section X

b) Copy of PAN.

c) Certificate of Incorporation or Declaration in case of being a proprietary firm.

d) Affidavit as per Section XIX

- e) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry (Both online and physical)
- (iii) Price Bid (Online Submission only).

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

Unless otherwise specified, the tenderers are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh.**

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, after submitting its tender, is permitted to alter/modify its tender so long as such alterations/ modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations/ modifications to tenders received after the prescribed deadline will not be considered.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

- 25.3 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 tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

27. 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 rejected.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
 - (ii) Tender validity is shorter than the required period.
 - (iii) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
 - (iv) 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.
 - (v) 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.
 - (vi) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (vii) Tenderer is not eligible as per GIT Clauses 5 & 17.1.
 - (viii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - (ix) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Infirmary/Irregularity/Non-Conformity

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, , the purchaser will convey its observation on such ‘minor’ issues to the tenderer by registered/speed post/courier/e-mail/fax 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

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

31. Deleted

32. Deleted

33. Deleted

34. Comparison of Tenders

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

Individual price for all the items in the tender must be quoted, failing which the tender is liable to be rejected. Comparison/ranking of price bids shall be based on the total tender price (sum total of all the items value) at Consignee Site basis

35. Deleted

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.

36.2 The above-mentioned determination will, interalia, 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

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

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

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

41. Notification of Award

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

43. Deleted

44. Return of E M D

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

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

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	20
B	8 to 10	TE documents	No Change	20
C	11 to 21	Preparation of Tenders	No Change	20
D	22 to 24	Submission of Tenders	As detailed	20
E	25	Tender Opening	No Change	20
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	20
G	38 to 45	Award of Contract	No Change	20

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.

Submission of Tenders

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in legible PDF format as prescribed) and uploaded for on-line submission of Proposal. However, physical documents as per NIT to be submitted in '**ORIGINAL**' to HLL Lifecare Ltd within the prescribed date & time for submission of physical tender restricted to the following documents only.
- a) Demand Draft towards Tender Fee in favour of HLL Lifecare Ltd
 - b) EMD in the prescribed format in favour of HLL Lifecare Ltd
 - c) Technical Data Sheet and original technical literature/ Brochure (if any)
 - d) Affidavit as per Section XIX
- (ii) **All the items mentioned in this Tender Enquiry Document must be quoted in INR only.**
- (iii) All document(s)/ information(s) other than above 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.
- (iv) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (v) The prospective bidders may upload Drawing files, if any, in **".dwf"** format so that the size of document is less. This is a generic format and all software supports this format.

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

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

1. Application

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

All documents submitted physically or uploaded as scanned copies must be self-attested, legible and numbered.

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within fifteen (15) days from date of the 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 per cent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum sixteen (16) months from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees 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 amendment issued to the contract, the supplier shall, within fifteen (15) 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.

6. Technical Specifications and Standards

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

7. Packing and Marking

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

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

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

8. Inspection, Testing and Quality Control

- 8.1 The purchaser/consignee and/or its nominated representative(s) will inspect the goods after receipt of the same at Consignee's place.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

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

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

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

11. Insurance:

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

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

12. Spare parts

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

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

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty period.

13. Incidental services

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

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

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

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

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

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

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Insurance Certificate as per GCC Clause 11.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The **standard warranty conditions as provided by the manufacturer** shall be applicable for all the items in the referred NIT.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twelve (12) 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 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

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. Deleted

18. Modification of contract

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

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

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

100% 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) Two copies of packing list identifying contents of each package;
- (iii) Inspection certificate issued by the nominated Inspection agency, if any.
- (iv) Final Acceptance Certificate' issued by the Consignee as per Section XVIII
- (v) Insurance Certificate as per GCC Clause 11

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 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.
- 21.5 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.
- 21.6 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.7 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. Delivery

- 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. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- 22.6 Passing of Property:
- a) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
 - b) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
 - c) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission 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, installation, commissioning 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.

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

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

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, 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

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

29. Notices

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

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by the Secretary, Department of Health & Family Welfare, Govt. of NCT of Delhi. 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 at New Delhi, India.
- 30.4 Jurisdiction of the court will be at 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. Withholding and Lien in respect of sums claimed

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

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

33. General/ Miscellaneous Clauses

- 33.1 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.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent 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.
- 33.5 The Supplier/its Agent shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.6 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:**

Tender ID	Item Description	Department	Qty.
2015_HFWD_83881_1	1. Deionizer	Pharmacology	2
	2. Digital Presentar	Anatomy(1)	2
		Pathology(1)	
	3. Dissecting Instruments	Anatomy	50
	4. Dissection Table - Small	Anatomy	5
	5. Agarose Gel Electrophoresis	Biochemistry	4
	6. Electrophoresis System (Horizontal)	Microbiology	1
	7. Stage Incubator	Biochemistry(4)	5
		Physiology(1)	
	8. Instruments Sterilizer Electric size:12"x8"x6"	Pharmacology	1
	9. pH Meter	Biochemistry(1)	4
Pathology(2)			
Physiology(1)			
10. Ice Lined Refrigerator (Small)	Community Medicine	1	
11. Refrigerator, 9-10 cft.	Physiology (1) Anatomy (1) Biochemistry (1) Forensic (1)	4	

Note: Item wise quantities are mentioned in the price format (please refer section XI of this TED)

Part II: Required Delivery Schedule:

60 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

Installation and commissioning (if any) shall be done within two weeks of receipt of the stores/ goods at site or within two weeks of handing over the site for installation, whichever is later.

Part III: Scope of Incidental Services:

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

Part IV:

Warranty period as per GCC clause 15.

Part V: Required Terms of Delivery and Destination:

- a) Delivery at Consignee Store.
- b) Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- c) Destination/Consignee details are given in Section XXI

SECTION – VII

Technical Specifications

Sl. No. 1

**"DEIONIZER-(TWO OF CAPACITY 20 LTS PER HOUR AND 6 LTR PER HOUR
(MIXEDBED TYPE) CONNECTED IN SERIES")**

- Deionizer 20 Lts/hrs -01 Nos (Flow rate:20L/hr or more)
- Deionizer 6 Lts/hrs -01 Nos(Flow rate:6L/hr or more)
- Both should be connected in series
- Flow rate: As specified
- Organic ion removal up to 99%
- Resistivity: 5-15 cm.,
- TOC < 30 ppb,
- Colloidal index SDI < 3
- Feed water pressure bar: 0 -5
- Reservoir of 50 L capacity.
- Electrical feed voltage 90 – 230V ± 10%
- One pair of extra cartridge.
- Should be FDA/ CE/ BIS approved product

Sl. No. 2

DIGITAL PRESENTER

Output: Progressive display without any flickering progressing CCD and VGA /HDMI signal output, USB

Input: VGA input, mouse port PS2, Large shooting area upto A3 size or more

Optics:

- Rotating camera head
- CCF Lamp with
- Zooming 10 X or more Optical zoom and Minimal 4 X Digital zoom
- Supporting backlight to display X rayFacility to save images.
- Compact and Light weight.

Sl. No.3

DISSECTING INSTRUMENTS

1 Technical Specifications

1.1 Student Anatomy Dissecting Kit

1.2 Should contain most widely used instruments of high quality.

2 Dissection Kit contents:

2.1 Scalpel with screw lock blade

2.2 Narrow blade scalpel 1.5" blade

- 2.3 Forceps 4.5"
- 2.4 Forceps 4.5" with curved, fine points
- 2.5 Dissecting scissors, Iris 4.5"
- 2.6 Hammer and chisel
- 2.7 Dissecting scissors with one point sharp & one point blunt 5.5"
- 2.8 Teasing needle straight
- 2.9 Teasing needle bent
- 2.10 Ruler 6" and 12" (SS)
- 3 Bone cutter
- 4 Wheel barrow
- 5 Trays (steel)
 - a) 2 feet X 3 feet, 10 numbers
 - b) 1 feet X 1 feet, 10 numbers
- 6 Retractors for abdomen dissection
- 7 Probes
- 8 Instruments trolley

Sl. No. 4

SPECIFICATION FOR DISSECTION TABLE – SMALL

1 Technical Specification

- 1.1 Approximate Dimension:- 4ft X 2ft X 3ft (L x W x H)
- 1.2 It should be made of stainless steel (steel grade 304) with a frame made of rugged torsion-resistant stainless steel profiles.
- 1.3 It should have 4 solid rubber swivel locking castors
- 1.4 Tabletop depth should be of approx. 15mm sloping towards the drain.
- 1.5 Any addition feature may be acceptable.

Sl. No. 5

AGAROSE GEL ELECTROPHORESIS

- 1. Gel electrophoresis system with (horizontal) with power pack
- 2. Buffer tank with electrodes
- 3. Technical specification
 - 3.1 constant current/voltage, DC voltage, 10-300 V, current 4-400 mA, 75 W.
 - 3.2 no of output :4 with timer
 - 3.3 LCD display: large and easy to read
 - 3.4 shortcut and overload protection
 - 3.5 Adjustable in 1v/1mA steps
- 4. Should be FDA or CE or UL or BIS approved product

Sl. No. 6

ELECTROPHORESIS SYSTEM (HORIZONTAL)

1 Operational Requirements

Complete system for rapid electrophoresis of proteins & nucleic acids

Technical Specifications:

- 1 Horizontal Gel Apparatus
- 2 Gel tanks sizes 8x11 inches (midi gel apparatus) and 3x 6 inches (mini gel apparatus) with platinum electrodes and dams.

- 3 Complete Gel casting system for casting multiple gels
- 4 Power connector integral with safety lid
- 5 Supply at least 4 sets of gel casting trays
- 6 Supply at least 6 Nos. of 1.0 mm thick comb for 8-20 samples
- 7 Compatible DC Power supply
- 8 Compatible microprocessor based power supply to run at least 2 units at constant voltage or current with automatic cross over
- 9 Output range programmable, 10-500V, 4-500 mA in 1 mA step, 100 W maximum
- 10 Single-unit increments in settings and read-outs for precision and reproducibility
- 11 Easy to read digital display
- 12 Ensure safety features for overload, sudden load change, short circuit protection etc. and personal and environmental protection
- 13 Automatic recovery after power failure

Power Supply

- 14 Power input to be 220-240VAC, 50Hz fitted with Indian plug
- 15 Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.

Standards and Safety

- 16 Should be FDA / CE / BIS/ ISO13485 certified product.

Sl. No. 7
Stage Incubator

Incubator electric with thermostat

Technical specification:

1. Capacity 100-150 L
2. Interior chamber : stainless steel for easy cleaning and decontamination
3. Minimum turbulence and no cross contamination
4. Adjustable safety thermostat for temperature setting at 1 degree C increment
5. Internal glass door for observation
6. With minimum two adjustable shelves
7. Temperature range ambient +5°C to +80°C
8. Interior lighting facilities, insulated door fitted with heavy hinges handle locking, mechanical door lock
9. Size 600x600x600 mm

Sl. No. 8
INSTRUMENTS STERILISER ELECTRIC SIZE: 12" X 8" X 6"

- 1 Automatic adjustable working pressure system.
- 2 Double walled.
- 3 Inside boiler made of stainless steel & outside mild steel finished in cream enamel.
- 4 Radial locking system lid.
- 5 The panel is provided with on/off switch, pressure gauge, steam release valve & indicators to show the working of mains & pressure control system.
- 6 Electrically operated on 220V A/C with stainless steel basket.
- 7 Digital Temperature controller with inbuilt timer that will cut off the heaters automatically after lapse of pre-set time at the pre-set temperature.
- 8 Microprocessor based PID controller.
- 9 Size 12" x 8" x 6".
- 10 Should be FDA or CE or BIS approved product.

Sl. No. 9
pH meter

1. Combined electrode
2. Digital LCD display
3. In built temperature correction mode
4. Standby and measure mode
5. 2 point calibration system
6. Sensitivity 0.01 pH, Range 1-14
7. Electrode stand with electrode holder, and flexible arm
8. Able to measure pH in 5 ml minimum volume
9. Run on 200-240 V line
10. Suitable voltage stabilizer

Sl. No.10

Ice Lined Refrigerator

1 Description of function

- 1.1 Ice-lined refrigerators maintain temperatures of +2 deg C to +8 deg C Not more than 8 hrs continuous or intermittent power should be sufficient per 24 hrs to maintain vaccine temperature below 8 deg. C.
- 1.2 Ice-lined refrigerators are required. Since electricity supplies are rarely perfect and standby electricity supplies may not be available.

2 Operational Requirements

- 2.1 Vaccine storage is required for RI, Campaign and new vaccine introduction.
- 2.2 Designed for tropical climates.
- 2.3 Target holdover time should be 20 hrs or more in a continuous external temperature of 43 deg. C.
- 2.4 Hot and cold compressor starting at 172 volts (22% below rated voltage).
- 2.5 Manufacturing process of the product should not use or produce hazardous chemicals-gases.
- 2.6 Provision for drainage for the waste water.
- 2.7 Should have legs in the base with rotating screw type height adjustments to balance the weight on uneven floor.
- 2.8 The unit should have ground clearance of minimum 100 mm.

3 Technical Specifications

- 3.1 Net Vaccine Storage Capacity: 90 to 105 liters within basket in place
- 3.2 Construction:
 - 3.2.1 Internal: Stainless 304 grade steel and 20 guage.
 - 3.2.2 An additional special ice lining consisting of icepacks covered by strong plastic shell.
- 3.3 External: Corrosion Resistance (CR at least 1 mm thickness)
- 3.4 Chest type with CFC – free insulation
- 3.5 Should have horizontal water cool pack covering the top of the basket
- 3.6 Solid door with lock and handle
- 3.7 Type: Compression Cycled, CFC-Free (both for refrigeration and insulation) All system tubing (suction tube, freezer tube and condensing tube) should be of minimum 99.97% of pure copper coil.
- 3.8 Temperature of a full vaccines to remain +2 deg C to +8 deg C during continuous availability of energy at ambient temperature +5 to +45 deg. C with intermittent/continuous electricity supply 8 hrs in a 24 hrs cycle. The temperature difference between any two points in the cabinet should not be more than +2 deg.C once stabilized

-
- 3.9 Inlet of Capillary should be outside the PUF body.
 - 3.10 ON/OFF Switch and power indicator should be available
 - 3.11 A Microprocessor based control unit should be provided for setting of temperature and display following features
 - 3.11.1 3 digit digital display (to one decimal point) of cabinet temperature. The sensor should be Placed 25 to 50 mm above base of storage chamber.
 - 3.11.2 Power on LED/LCD indicator
 - 3.11.3 Audio (minimum 65 dBA) and visual alarm against the violation of temperature range (less than +2 and more than +8 degree C)
 - 3.11.4 Min. & Max. cabinet temperature digital display of last 24 hrs. and breaches during last 24 hrs.
 - 3.11.5 The unit should be sealed protected from dust, moisture or condensed water falling over it.
 - 3.11.6 Accuracy for digital controller +- 0.5 degree centigrade
- 4 **System Configuration**
- 4.1 Programmable Micro-processor control unit with child lock facility
 - 4.2 Should have provision to set minimum and maximum temperature at 0.1 degree Centigrade to programme the unit for continuous operation
 - 4.3 Should have provision for defrosting program.
- 5 **Accessories, spares and warrantee:**
- 5.1 The equipment should have minimum warrantee of sixty months after installation or sixty six months after the supply whichever is less.
 - 5.2 Vaccine Storage Basket allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement. It should be minimum 5 wire basket.
 - 5.3 Stem Alcohol thermometer
 - 5.4 The supplier is required to maintain all the spare parts.
- 6 **Environmental factors**
- 6.1 The unit shall be capable of being stored continuously in ambient temperature of 0 to 50deg C and relative humidity of 95%
 - 6.2 The unit shall be capable of operating continuously in ambient temperature of 5 to 45 deg C and relative humidity of 90%
 - 6.3 The plug should be flexible and unbreakable sealed rubber type.
- 7 **Power Supply**
- 7.1 Power input to be 220-240VAC, 50Hz as appropriate fitted with Indian plug
 - 7.2 Suitable Voltage stabilizer
- 8 **Standards and Safety**
- 8.1 Product should be FDA or CE approved.
 - 8.2 Should meet WHO/UNICEF Standard WHO/PQS/E03/RF03.1.for Ice Lined Refrigerators.
 - 8.3 Test and inspection as per WHO procedure reference WHO/PQS/E03/RF03-VP.1 Testing should be carried out from WHO certified lab/NABL/STQC Labs
 - 8.4 Colour code: WHITE
- 9 **Documentation**
- 9.1 A paper copy of user/operator manuals to be supplied in English.
 - 9.2 A paper copy of technical/wiring diagram/maintenance manuals to be supplied in English.
 - 9.3 Certificate of inspection for technical compliance from an independent laboratory approved /recognized by WHO certified /National Accreditation Board for laboratories/STQC Labs is essential. Certificate of testing should be currently valid till the supply and same must be verified by inspecting authority.

- 9.4 List of important spare parts and accessories with their part number and costing.
- 10 **Packing of the equipment during shipment**
- 10.1 The supplier should provide strong and sufficient packing to ensure safe arrival of goods at the destination free from loss or damage.
- 10.2 A vertical arrow should be marked at the all sides of packages to ensure transportation of equipment in vertical position. TOP and BOTTOM should also be written.
- 10.3 To put label and signage's for HANDLE WITH CARE ON ALL SIDES OF THE CRATES as per packing & shipment norms
- 11 **Following messages should be written at the Top of the ILR**
- 11.1 Place refrigerator at least 10 cm. away from the wall and 20 cm. away from other equipment for free air circulation
- 11.2 Use voltage stabilizer provided with the ILR
- 11.3 Safe temperature range +2 to +8 deg. C
- 11.4 Store all UIP vaccines in ILR at CHC/PHC (OPV should be stored in deep freezer at State/Regional and district vaccine store)
- 11.5 Open the lid, only when needed
- 11.6 Store only UIP vaccines (at PHCs store vaccines and diluents).
- 11.7 Keep all vaccine in wire baskets provided.
- 11.8 Leave space between the vaccine boxes for air circulation.
- 11.9 Place a thermometer in the basket in between the vaccines.
- 11.10 Keep freeze sensitive and closer expiry vaccines at TOP of the basket
- 11.11 Keep heat sensitive and further expiry date vaccines in the bottom of basket.
- 11.12 Avoid removing thermometer from the unit while reading temperature.
- 11.13 Net vaccine storage capacity in Litres
- 11.14 Hold over time in Hrs

Sl. No. 11
REFRIGERATOR, 9-10 CFT.

- Capacity range 9-10 cft..
- Temperature 2-8 degC
- Preferably roller or caster mounted
- Adjustable shelves
- Battery backup for display and alarms.
- Durable rust free exterior
- Durable interior.
- Control panel with temperature alarm, on/off switch and digital thermometer, Interior lighting, auto defrosting arrangement.
- Adequate circulation of air to ensure even cooling.
- Door with lock.
- Control panel with temperature alarm, ON /OFF switch with power on indicator, digital thermometer, temperature display.
- Electronic automatic temperature control,
- Operable at 220 V, 50 Hz, single phase AC supply.
- Compressor unit to be hermetically sealed with guarantee for at least five years.
- Should have all the accessories required for the functioning of the equipment.
- CE / ISI/US FDA mark or other equivalent quality certification.

SECTION – VIII

This Section is deleted

SECTION – IX

This Section is deleted

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 mentioned in the price bid uploaded online, made part of this tender.

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

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

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

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

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

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

(Signature with date)

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

SECTION – XI

PRICE SCHEDULE

1	2	3	4	5					6	
SI. No.	Brief Description of Items	Country of Origin	Quantity (No/set)	Price per unit (Rs.)					Total Price (at Consignee Site basis) (Rs.) 4 x 5(f)	
				Ex-factory/ Ex - warehouse/ Ex- showroom/ Off-the shelf (a)	Excise Duty (if any)		Sales Tax/ VAT (if any)			Unit Price (at Consignee Site basis) (f) =(a)+(c)+(e)
					[%] (b)	[value] (c)	[%] (d)	[value] (e)		
1	Deionizer		2							
2	Digital Presentar		2							
3	Dissecting Instruments		50							
4	Dissection Table - Small		5							
5	Agarose Gel Electrophoresis		4							
6	Electrophoresis System (Horizontal)		1							
7	Stage Incubator		5							
8	Instruments Sterilizer Electric size:12"x8"x6"		1							
9	pH Meter		4							
10	Ice Lined Refrigerator (Small)		1							
11	Refrigerator, 9-10 cft.		4							
Grand total (total value of all the items at Consignee Site basis):										

Total Tender price (Grand total) in Rupees: _____

In words: _____

Note: -

- 1) Individual price for all the items in the tender must be quoted, failing which the tender is liable to be rejected.
- 2) Comparison/ranking of price bids shall be based on the total tender price (sum total of all the items value) at Consignee Site basis.
- 3) If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail and total shall be corrected.

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

SECTION – XII

QUESTIONNAIRE

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

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

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

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

This Section is deleted

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Director Principal,
Dr. BabaSahebAmbedkarMedical College
Sector VI, Rohini, New Delhi – 110085

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 16 (sixteen) 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

This Section is deleted

SECTION – XVII

This section is deleted

SECTION – XVIII

FINAL ACCEPTANCE CERTIFICATE BY THE CONSIGNEE

No _____

Date _____

To

M/s (Name and address of the supplier)

Subject: Certificate of final acceptance of equipment

01. This is to certify that the equipment 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) NoA/Contract No _____ dated _____

(b) Description of the equipment and quantity: *(list may be enclosed for many items)*

(c) Supplier's Challan /Invoice no. with date: _____

(d) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no. (if any) _____ dated _____

(e) Name of the vessel/Transporters: _____

(f) Name of the Consignee: _____

(g) Date of Receipt by the Consignee: _____

(h) Date of commissioning and proving test (if applicable): _____

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

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

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment.

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
- b) He has not supervised the commissioning of the equipment 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.
- c) The supplier as specified in the contract has not done training of personnel.
 - d) The extent of delay for each of the activities to be performed by the supplier in terms of the contract is ____
 - e) The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.
 - f) The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

(Signature of Authorized Representative of Consignee with date)

(Name)

(Designation with stamp)

*(Counter Signed by Director/MS/Dean of the
concerned Hospital/Institute)*

Explanatory notes for filling up the certificate:

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) 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).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) 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

AFFIDAVIT/UNDERTAKING

I/We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. I/We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

(Name & address of the bidder)

Note: *To be submitted on non-judicial stamp paper of minimum Rs. 10/- duly certified by Public Notary. This document must be submitted online and original to be submitted with physical submission of bid.*

Section – XX**CHECKLIST**

Sl No.	Description
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.	Have you enclosed duly filled Tender Form as per format in Section X?
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 along with original catalogue/brochures?
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?
5.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?
6.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?
7.	Have you intimated the name and full address of your Banker (s) along with your Account Number
8.	Have you fully accepted payment terms as per TE document?
9.	Have you accepted delivery period as per TE document?
10.	Have you submitted the certificate of incorporation?
11.	Have you accepted terms and conditions of TE document?
12.	Have you enclosed the Affidavit as per Section XIX of the TE document?

N.B.

- (i) The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender.
- (ii) It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

Section – XXI

CONSIGNEE

Consignee Code	Medical Institution	Contact Address
BSAH	Dr. BabaSahebAmbedkar Medical College	The Director Principal,, Dr. BabaSahebAmbedkarMedical College Sector VI, Rohini, New Delhi – 110085

NB: The consignee will ensure timely issue of Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.