

TENDER ENQUIRY DOCUMENT
for
RATE CONTRACT
of
MEDICAL EQUIPMENT

TENDER NO.: HLL/HITES/PCD/RC-ME/03/2016



HLL INFRA TECH SERVICES LIMITED

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

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

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SECTION I

NOTICE INVITING TENDER (NIT)

HLL INFRA TECH SERVICES LIMITED

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Phone: 0120-4071500; Fax: 0120-4071513

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Tender Enquiry No: HITES/PCD/RC-ME/03/2016-17

Dated. 20-07-2016

HLL Infra Tech Services Limited (HITES), a fully owned subsidiary of HLL Lifecare Ltd. (HLL), invites e-tenders for conclusion of Rate Contract, from eligible and qualified bidders for supply of following medical equipment and devices, intended to be supplied to Medical Colleges/ Hospitals/ Dispensaries across India under Ministry of Health and Family Welfare, any other Ministry of Govt. of India, State government departments and other autonomous institutions, as and when required by them during the validity of Rate Contract. The Rate contract shall be valid initially for a period of one year, extendable for another one year.

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

Sl. No.	Event/ RFx no.	Item Name	Tender Fee incl. 5% VAT (in INR)	EMD (In INR)	Pre-bid Meeting Date and time	Last date & time for online submission of Tender	Last date & time for submission of Tender fee and EMD in physical form	Tender Opening date & time
1	3000000972	Irradiance Meter	1050	10,000	01.08.16 10:30 AM	31.08.16 06:00 PM	01.09.16 01:00 PM	01.09.16 02:00 PM
2	3000000975	Suction Pump, Foot Operated	1050	10,000				
3	3000000976	Suction Pump Portable	1050	10,000				
4	3000000977	Transport Incubator	1050	20,000				
5	3000000978	Binocular Microscope	1050	10,000				
6	3000000979	Capillary Bilirubinometer	1050	10,000				
7	3000000980	Centrifuge	1050	10,000				
8	3000000981	Colorimeter	1050	10,000				
9	3000000982	Semi – Automated Elisa Washer and Reader	1050	50,000				
10	3000000983	Non Invasive hemoglobinometer - Probe based	1050	20,000				
11	3000000984	Urine Analyser	1050	20,000				
12	3000001124	Non Invasive Hemoglobinometer- Conjunctiva based	1050	20,000				
13	3000001125	Portable Compact Mobile Lab with Accu Kine	1050	20,000				
14	3000000985	300 mA HF X-Ray Machine	1050	50,000				

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15	3000000986	Ultrasound Machine	1050	50,000	01.08.16 10:30 AM	31.08.16 06:00 PM	01.09.16 01:00 PM	01.09.16 02:00 PM
16	3000000987	500 mA X-Ray Machine (HF)	1050	50,000				
17	3000000988	CR System	1050	50,000				
18	3000000989	Mobile X – Ray Machine (HF)	1050	50,000				
19	3000000990	Mammography	1050	50,000				
20	3000000992	Flowmeter with Humidifier Bottle	1050	10,000	01.08.16 02:00 PM	17.08.16 06:00 PM	18.08.16 01:00 PM	18.08.16 02:00 PM
21	3000000993	Oxygen Cylinder “B” Type	1050	10,000				
22	3000000994	Oxygen Cylinder “D” Type	1050	10,000				
23	3000000995	Artificial Manual Breathing Unit (Adult)	1050	10,000				
24	3000000996	Artificial Manual Breathing Unit (Child and Neonatal)	1050	10,000				
25	3000000997	Trolley Stretcher- With Back Tilt Facility And Collapsible Wheels For Uploading Into The Trolley	1050	10,000				
26	3000000998	Canvas stretcher(Folding)	1050	10,000				
27	3000000999	Stretcher Scoop	1050	10,000				
28	3000001000	BP Instrument Aneroid	1050	10,000				
29	3000001001	Stethoscope	1050	10,000				
30	3000001002	Pneumatic Splints	1050	10,000				
31	3000001003	Gauze Cutter	1050	10,000				
32	3000001004	Artery Forceps	1050	10,000				
33	3000001005	Magill's Forceps	1050	10,000				
34	3000001006	Cervical Collar	1050	10,000				
35	3000001007	First Aid Bag	1050	10,000				
36	3000001008	Spinal Board	1050	10,000				
37	3000001009	Double Head Immobilizers	1050	10,000				
38	3000001010	Foetal Doppler	1050	10,000				
39	3000001011	Nebulizer (Electric)	1050	10,000				
40	3000001012	Baby Hypothermia Wrap Kit	1050	10,000				
41	3000001126	Drug Vending Machine	1050	20,000	02.08.16 10:30 AM	18.08.16 06:00 PM	19.08.16 01:00 PM	19.08.16 02:00 PM
42	3000001013	Direct ophthalmoscope	1050	10,000				
43	3000001014	Mobile X Ray	1050	20,000				
44	3000001015	Bilirubinometer	1050	10,000				
45	3000001016	ECG Unit	1050	10,000				
46	3000001017	Transilluminator Cold Light Source	1050	10,000				
47	3000001018	CPAP	1050	20,000				
48	3000001019	Transport Ventilator (Neonatal & Paediatric)	1050	20,000				

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49	3000001020	Infusion Pump (Volumetric)	1050	10,000	02.08.16 10:30 AM	18.08.16 06:00 PM	19.08.16 01:00 PM	19.08.16 02:00 PM
50	3000001022	Self-Inflating Reservoir Bag	1050	10,000				
51	3000001023	Laryngoscope	1050	10,000				
52	3000001024	Oxygen Hood	1050	10,000				
53	3000001025	Phototherapy	1050	10,000				
54	3000001026	Thermometer Digital	1050	10,000				
55	3000001027	Pulse Oximeter, Line Powered	1050	10,000				
56	3000001028	Baby Weighing Scale	1050	10,000				
57	3000001029	Breast Pump	1050	10,000				
58	3000001030	Examination Treatment Light	1050	10,000				
59	3000001031	EEG Electroencephalography	1050	20,000				
60	3000001032	Abdominal palpation mannequin for Leopold maneuvers during pregnancy	1050	10,000	02.08.16 02:00 PM	19.08.16 06:00 PM	20.08.16 01:00 PM	20.08.16 02:00 PM
61	3000001033	Adult CPR mannequin	1050	10,000				
62	3000001034	Child birth simulator along with attachment for cervical dilatation	1050	10,000				
63	3000001035	Adult IV training arm kit	1050	10,000				
64	3000001036	Episiotomy suturing trainer	1050	10,000				
65	3000001037	Female lower torso mannequin with normal and postpartum uterus and accessories	1050	10,000				
66	3000001038	Normal new born baby simulation model	1050	10,000				
67	3000001039	Paediatric IV Arm Kit	1050	10,000				
68	3000001040	Uterine model	1050	10,000				
69	3000001041	Essential new born care and resuscitation mannequin	1050	10,000				
70	3000001043	Female catheterization mannequin	1050	10,000				
71	3000001044	Intramuscular Injection training mannequin	1050	10,000				
72	3000001045	OG Tube insertion simulation model	1050	10,000				
73	3000001046	Postpartum haemorrhage simulation model	1050	10,000				
74	3000001047	Suction pump portable electric	1050	10,000				
75	3000001048	Autoclave HP vertical (single bin)	1050	20,000				
76	3000001049	Autoclave HP horizontal	1050	20,000				
77	3000001050	Autoclave HP vertical (2 bin)	1050	20,000				
78	3000001051	Bowl sterilizer (big)	1050	10,000				
79	3000001052	Bowl sterilizer (small)	1050	10,000				

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80	3000001053	Dehumidifier	1050	10,000	02.08.16 02:00 PM	19.08.16 06:00 PM	20.08.16 01:00 PM	20.08.16 02:00 PM
81	3000001054	Ethylene oxide sterilizer	1050	50,000				
82	3000001055	Flash sterilizer with trolley	1050	20,000				
83	3000001056	Operation Table Hydraulic major	1050	50,000				
84	3000001057	Sterilizer (big instruments)	1050	20,000				
85	3000001058	Gynae- examination table	1050	20,000				
86	3000001059	Table for Obstetric Labour	1050	20,000				
87	3000001060	Focus lamp Ordinary for Examination	1050	10,000	03.08.16 10:30 AM	22.08.16 06:00 PM	23.08.16 01:00 PM	23.08.16 02:00 PM
88	3000001061	Embalming Machine	1050	10,000				
89	3000001062	Meat cutting Machine (Bakon's slicer)	1050	10,000				
90	3000001063	Hot plate - Electrical	1050	10,000				
91	3000001064	Incubator	1050	10,000				
92	3000001065	Dissection Table - Std	1050	20,000				
93	3000001066	Dissection table small	1050	10,000				
94	3000001067	X - Ray viewing Lobby	1050	10,000				
95	3000001068	Charts (in set)	1050	10,000				
96	3000001069	Models (in set)	1050	10,000				
97	3000001070	Dissecting Microscope	1050	20,000				
98	3000001071	Paraffin water bath	1050	10,000				
99	3000001072	Water bath serological	1050	10,000				
100	3000001073	Hot air oven	1050	10,000				
101	3000001074	ICE flaking machine	1050	10,000				
102	3000001075	All glass distillation apparatus	1050	20,000				
103	3000001076	Peristaltic pump	1050	10,000				
104	3000001077	Biological safety cabinet	1050	20,000				
105	3000001078	Single channel physiological recorder	1050	20,000				
106	3000001079	Algometer	1050	10,000				
107	3000001080	Kymograph with accessories	1050	10,000				
108	3000001081	Ph Meter	1050	10,000				
109	3000001082	Drug Cart	1050	10,000				
110	3000001083	View Box	1050	10,000				
111	3000001084	Infantometer	1050	10,000				
112	3000001085	Stadiometer	1050	10,000				
113	3000001086	Centrifuge machine with haematocrit reader (Capillary)	1050	10,000				
114	3000001087	Air Oxygen blender	1050	10,000				

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115	3000001088	Exercise table	1050	10,000	03.08.16 10:30 AM	22.08.16 06:00 PM	23.08.16 01:00 PM	23.08.16 02:00 PM
116	3000001089	Tilt table (Manual)	1050	10,000				
117	3000001090	Tilt Table (Motorized)	1050	10,000				
118	3000001091	Parallel bar (12ft with platform with mirror)	1050	10,000	03.08.16 02:00 PM	22.08.16 06:00 PM	23.08.16 01:00 PM	23.08.16 02:00 PM
119	3000001092	Hemoglobinometer	1050	20,000				
120	3000001093	Dielectric Tube Sealer, Handheld	1050	10,000				
121	3000001094	Blood Bag Tubing Stripper	1050	10,000				
122	3000001095	Refrigerated Blood Bag Centrifuge (12 Bags)	1050	20,000				
123	3000001096	Manual Plasma Extractor	1050	10,000				
124	3000001097	Platelet Agitator & Incubator (96 Bags)	1050	20,000				
125	3000001098	VDRL Shaker	1050	10,000				
126	3000001099	Micro Pipet 2-1000 µL	1050	10,000				
127	3000001100	Micro Pipet Fixed Volume (One Set)	1050	10,000				
128	3000001101	Refrigerated Blood Component Transport Box	1050	10,000				
129	3000001102	LED Head Light	1050	10,000				
130	3000001103	Tail Flick Analgesiometer	1050	10,000				
131	3000001104	Electroconvulsimeter (with ear and corneal electrodes)	1050	10,000				
132	3000001105	Cook's Pole Climbing Apparatus	1050	10,000				
133	3000001106	Rotarod (6 compartments)-Computerized	1050	10,000				
134	3000001107	Digital Photoactometer	1050	10,000				
135	3000001108	Video assisted Elevated plus maze for rats and mice	1050	10,000				
136	3000001109	Portable Autoclave (25L)	1050	10,000				
137	3000001110	Digital Spirometer	1050	10,000				
138	3000001111	Bicycle ergometer with digital display	1050	10,000				
139	3000001112	Digital Reaction Time apparatus	1050	10,000				
140	3000001113	Multiple Choice Apparatus (with digital display)	1050	10,000				
141	3000001114	Critical flicker fusion apparatus	1050	10,000				
142	3000001115	Isolated Organ bath	1050	10,000				
143	3000001116	Multi-Channel Pipette (Manual)	1050	10,000				
144	3000001117	Bioelectric Impedance Analyzer for body composition	1050	10,000				

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145	3000001118	Vortex Mixer	1050	10,000	03.08.16 02:00 PM	22.08.16 06:00 PM	23.08.16 01:00 PM	23.08.16 02:00 PM
146	3000001119	Automated tissue grinder (Homozenizer)	1050	10,000				
147	3000001120	Weighing Machine for dead bodies	1050	10,000				
148	3000001121	Digital Weighing Machine for organs/foetus	1050	10,000				
149	3000001122	Cadaver/ Autopsy carrier (Non-elevating)	1050	10,000				
150	3000001169	Mortuary Cooler (12 bodies)	1050	10,000	04.08.16 10:30 AM	23.08.16 06:00 PM	24.08.16 01:00 PM	24.08.16 02:00 PM
151	3000001170	Rotary Microtome	1050	10,000				
152	3000001171	Analytical Balance	1050	10,000				
153	3000001172	X - Ray viewing System	1050	10,000				
154	3000001173	Water Purification System	1050	10,000				
155	3000001174	Skeleton Articulated	1050	20,000				
156	3000001175	Human Bones set disarticulated	1050	20,000				
157	3000001176	Sledge and freezing microtome	1050	20,000				
158	3000001177	Refrigerator (Laboratory type)	1050	10,000				
159	3000001178	Centrifuge Machine (Table top centrifuge)	1050	10,000				
160	3000001179	Laminar Air Flow Chamber	1050	10,000				
161	3000001180	Deep freezer (-80 deg. C)	1050	10,000				
162	3000001181	Paraffin embedding system	1050	10,000				
163	3000001182	Plastination Equipment	1050	10,000				
164	3000001184	Handheld Particle counter	1050	10,000				
165	3000001185	Orbital Shaking Incubator	1050	10,000				
166	3000001186	Orbital shaker	1050	10,000				
167	3000001187	Thermal cycler - Gradient PCR	1050	10,000				
168	3000001188	Vertical gel electrophoresis	1050	10,000				
169	3000001189	Electrolyte analyzer	1050	10,000				
170	3000001190	Random access High throughput fully automated chemistry analyzer	1050	20,000				
171	3000001191	Laminar flow with PCR	1050	10,000				
172	3000001192	Ultra Centrifuge	1050	10,000				
173	3000001193	Cell counter and sizer	1050	10,000				
174	3000001194	Vertical Laminar Airflow Hood for Cell Culture	1050	10,000				
175	3000001195	Random access small through put fully automated clinical chemistry analyzer	1050	10,000				
176	3000001196	Lyophilizer	1050	10,000				

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177	3000001197	Western blot apparatus	1050	10,000	04.08.16 10:30 AM	23.08.16 06:00 PM	24.08.16 01:00 PM	24.08.16 02:00 PM
178	3000001198	Top loading balance	1050	10,000				
179	3000001199	Analytical Weighing Scale – electronics	1050	10,000	04.08.16 02:00 PM	24.08.16 06:00 PM	26.08.16 01:00 PM	26.08.16 02:00 PM
180	3000001200	Microprocessor Controlled Autoclave	1050	10,000				
181	3000001201	Bio safety cabinet Class II A	1050	10,000				
182	3000001202	Bio safety cabinet Class II B	1050	10,000				
183	3000001203	Micro pipette adjustable	1050	50,000				
184	3000001204	Vertical Laminar Flow Bench With Hepa Filter	1050	10,000				
185	3000001205	Walk-in-cooler 4°C (9x8x7 ft)	1050	20,000				
186	3000001206	Desiccator cabinet	1050	10,000				
187	3000001207	Refrigerated centrifuge	1050	10,000				
188	3000001208	Dry Heating block for PCR	1050	10,000				
189	3000001209	Positive pressure pump for tissue culture media prep.	1050	10,000				
190	3000001210	MICROBIOLOGICAL INCUBATOR (BOD)	1050	10,000				
191	3000001211	Ice Flaking Machine	1050	10,000				
192	3000001212	Table top dispenser	1050	10,000				
193	3000001213	Ultra Sonicator	1050	10,000				
194	3000001214	Hybridization chamber system	1050	10,000				
195	3000001215	Refrigerated shaker	1050	10,000				
196	3000001216	Comparator, Nessler	1050	10,000				
197	3000001217	Barometer - Precision, Fortin	1050	10,000				
198	3000001218	Barometer - Aneroid with thermometer	1050	10,000				
199	3000001219	Binocular Microscope (For students)	1050	20,000				
200	3000001220	Continuous Dichotomous Ambient Particulate Monitor	1050	10,000				
201	3000001221	Continuous Emissions Monitoring System	1050	10,000				
202	3000001222	Arke SO3 System	1050	10,000				
203	3000001223	CO Analyzer	1050	10,000				
204	3000001224	Enhanced Trace Level SO2 Analyzer	1050	10,000				
205	3000001225	Dosimeter	1050	10,000				
206	3000001226	Analytical Balance 200 gm	1050	10,000				
207	3000001227	Centrifuge clinical	1050	10,000				
208	3000001228	CO2 incubator	1050	10,000				
209	3000001229	Auto analyser	1050	10,000				
210	3000001230	Fat Extraction	1050	10,000				
211	3000001231	Incubator, electric	1050	10,000				

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212	3000001233	Trinocular microscope - Teaching	1050	20,000	05.08.16 10:30 AM	29.08.16 06:00 PM	30.08.16 01:00 PM	30.08.16 02:00 PM
213	3000001234	Priestly smith Perimeter	1050	10,000				
214	3000001235	Olfactometer	1050	10,000				
215	3000001236	Thermal aesthesiometer - Digital	1050	10,000				
216	3000001237	Von frey Aesthesiometer	1050	10,000				
217	3000001238	Dales Organ bath	1050	10,000				
218	3000001239	Electronic Muscle Stimulator	1050	10,000				
219	3000001240	Stimulator, Isolator & Recorder system	1050	10,000				
220	3000001241	Physiograph 3 channel	1050	10,000				
221	3000001242	Langendorff's Apparatus	1050	10,000				
222	3000001243	ECG machine 12 channel	1050	10,000				
223	3000001244	ECG machine single channel	1050	10,000				
224	3000001245	Treatment Tables with postural drainage	1050	10,000				
225	3000001246	Recumbent Cycle Exerciser	1050	10,000				
226	3000001247	Movement Therapy System for upper limb and lower limb	1050	10,000				
227	3000001248	Quadriceps exerciser stand	1050	10,000				
228	3000001249	Stair training unit with ramp (wooden with straight type)	1050	10,000				
229	3000001250	Wheel Chair	1050	10,000				
230	3000001251	Motorized wheelchair	1050	10,000				
231	3000001252	Medical Gym	1050	20,000				
232	3000001253	Hip, knee, ankle CPM	1050	10,000				
233	3000001254	Shoulder CPM	1050	10,000				
234	3000001255	Ultrasonic Therapy	1050	10,000				
235	3000001256	Cryotherapy	1050	10,000				
236	3000001257	Laser Therapy unit	1050	10,000				
237	3000001258	Short wave diathermy	1050	10,000				
238	3000001259	Interferential Current Therapy	1050	10,000				
239	3000001260	Moist heat therapy unit (8 Packs) Heavy duty	1050	10,000				
240	3000001261	Paraffin wax bath	1050	10,000				
241	3000001262	TENS unit	1050	10,000				
242	3000001263	Lumbar and cervical Traction	1050	10,000				
243	3000001264	Combination therapy unit (Portable)	1050	10,000				
244	3000001265	Robo walk Treadmill with reverse belting and safety harness	1050	20,000				

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245	3000001266	Blood Collection Monitor	1050	10,000	05.08.16 02:00 PM	30.08.16 06:00 PM	31.08.16 01:00 PM	31.08.16 02:00 PM
246	3000001267	Biosealer	1050	10,000				
247	3000001268	Biosealer (Hand Held)	1050	10,000				
248	3000001269	Donor Couch	1050	20,000				
249	3000001270	Folding Donor Couch (one Set -2 Chair with one Trolley)	1050	20,000				
250	3000001271	Tube Stripper	1050	10,000				
251	3000001272	Two Pan Component Balance (Digital)	1050	10,000				
252	3000001273	-40 Deep Freezer	1050	10,000				
253	3000001274	Cryo Bath	1050	10,000				
254	3000001275	Water Bath	1050	10,000				
255	3000001276	Mobile Transport Box	1050	10,000				
256	3000001277	Table Top Microplate Centrifuge	1050	10,000				
257	3000001278	Deep freeze (-20°)	1050	10,000				
258	3000001279	ESR analyser	1050	10,000				
259	3000001280	Vacuum Assisted Tissue Processor	1050	10,000				
260	3000001281	Embedding Station with Hot & Cold Table & Paraffin Dispenser	1050	10,000				
261	3000001282	Microtome-Semi Automated	1050	10,000				
262	3000001283	Cryomicrotome	1050	10,000				
263	3000001284	Cytospin	1050	10,000				
264	3000001285	Downdraft ventilated, Stainless steel, Dissecting Bench	1050	10,000				
265	3000001286	Air purifier	1050	10,000	06.08.16 10:30 AM	01.09.16 06:00 PM	02.09.16 01:00 PM	02.09.16 02:00 PM
266	3000001287	Cadaver lift Conveyor style	1050	10,000				
267	3000001288	Oscillating Electric Autopsy Saw	1050	10,000				
268	3000001289	Analytical Digital Balance single pan	1050	10,000				
269	3000001290	Dissecting Lights (Double Ceiling Mounts)	1050	10,000				
270	3000001291	Temporary Pacer	1050	10,000				
271	3000001292	Patient Care Simulator	1050	10,000				
272	3000001293	Patient Care Simulator Externally Controlled By Electronic Device	1050	10,000				
273	3000001294	BLS Practising Manikin	1050	10,000				
274	3000001295	ATLS Practising Manikin	1050	10,000				
275	3000001296	Gluteal IM Injection model	1050	10,000				
276	3000001297	DENTAL CHAIR	1050	10,000				

Sl. No.	Event/ RFx no.	Item Name	Tender Fee incl. 5% VAT (in INR)	EMD (In INR)	Pre-bid Meeting Date and time	Last date & time for online submission of Tender	Last date & time for submission of Tender fee and EMD in physical form	Tender Opening date & time
277	3000001298	Dental Digital Radiography System with Radiography Unit	1050	10,000	06.08.16 10:30 AM	01.09.16 06:00 PM	02.09.16 01:00 PM	02.09.16 02:00 PM
278	3000001299	Surgical Micromotor With Console	1050	10,000				
279	3000001300	Heavy Duty Suction	1050	10,000				
280	3000001301	Lab Micromotor	1050	10,000				
281	3000001302	Led Light Cure Unit	1050	10,000				
282	3000001303	Endomotor - Endodontic Electric Motor	1050	10,000				
283	3000001304	Ultrasonic Cleaner	1050	10,000				
284	3000001305	UV Cabinet for each Chair	1050	10,000				
285	3000001306	Physio dispenser with Reduction Gear Handpiece	1050	10,000				
286	3000001307	Heavy Duty Dental Vibrator	1050	10,000				
287	3000001308	Dental Extraction Instruments	1050	10,000				
288	3000001309	Surgical Saw Unit with Console	1050	10,000				
289	3000001310	Subcondylar And Ramus Fixation With Transbuccal Set	1050	10,000				
290	3000001311	Hand Piece Cleaning System	1050	10,000				
291	3000001312	Surgical Loupes	1050	10,000				
292	3000001313	Dental Hard Tissue Laser Machine	1050	10,000	06.08.16 02:00 PM	02.09.16 06:00 PM	03.09.16 01:00 PM	03.09.16 02:00 PM
293	3000001314	Portable Dental Chair with unit	1050	10,000				
294	3000001315	Pure tone Audiometer	1050	10,000				
295	3000001316	Tympanometer	1050	10,000				
296	3000001317	OAE (screening)	1050	10,000				
297	3000001318	BERA with ASSR	1050	10,000				
298	3000001319	Shaver System cum micro drill	1050	10,000				
299	3000001320	Xenon head light with micro camera	1050	10,000				
300	3000001321	Radiofrequency Unit for ENT	1050	10,000				
301	3000001322	Photo – slit lamp with applanation tonometer	1050	10,000				
302	3000001323	Noncontact tonometer	1050	10,000				
303	3000001324	ND : YAG Laser	1050	10,000				
304	3000001325	Auto Refractometer	1050	10,000				
305	3000001326	Indirect Ophthalmoscope (Wireless)	1050	10,000				
306	3000001327	Autolensometer	1050	10,000				
307	3000001328	Hand held Keratometer	1050	10,000				
308	3000001329	Teller Acuity Charts	1050	10,000				

Sl. No.	Event/ RFx no.	Item Name	Tender Fee incl. 5% VAT (in INR)	EMD (In INR)	Pre-bid Meeting Date and time	Last date & time for online submission of Tender	Last date & time for submission of Tender fee and EMD in physical form	Tender Opening date & time
309	3000001330	Neonatal open care system	1050	10,000	06.08.16 02:00 PM	02.09.16 06:00 PM	03.09.16 01:00 PM	03.09.16 02:00 PM
310	3000001331	Weighing Machine (nappy)	1050	10,000				
311	3000001332	Neonatal Ventilators with HFO	1050	20,000				
312	3000001333	Micromethod bilirubin analyzer	1050	10,000				
313	3000001334	Bubble CPAP machine	1050	10,000				
314	3000001335	Pediatric OT table	1050	20,000				
315	3000001336	Cardiotocography Machine	1050	10,000	08.08.16 10:30 AM	05.09.16 06:00 PM	06.09.16 01:00 PM	06.09.16 02:00 PM
316	3000001337	Delivery Bed	1050	10,000				
317	3000001338	Cryo Surgical System	1050	10,000				
318	3000001339	Caesarean set	1050	10,000				
319	3000001340	Hysterectomy set	1050	10,000				
320	3000001341	MTP Suction	1050	10,000				
321	3000001342	ICU monitor	1050	10,000				
322	3000001343	DVT pump	1050	10,000				
323	3000001344	Transport Monitor	1050	10,000				
324	3000001345	Non-invasive Ventilator	1050	10,000				
325	3000001346	ICU Beds	1050	10,000				
326	3000001347	ICU Universal Ventilator	1050	10,000				
327	3000001348	Haemodialysis machine	1050	10,000	08.08.16 10:30 AM	06.09.16 06:00 PM	07.09.16 01:00 PM	07.09.16 02:00 PM
328	3000001349	Anaesthesia work station	1050	20,000				
329	3000001350	Defibrillator	1050	20,000				
330	3000001351	Patient warming System	1050	10,000				
331	3000001352	Blood & Fluid Warming Device	1050	10,000				
332	3000001353	Recovery trolley	1050	10,000				
333	3000001354	Nerve Stimulator	1050	10,000				
334	3000001355	Automatic Tourniquet System	1050	10,000				
335	3000001356	Orthopaedic Bed with Balkan frame with traction attachment	1050	20,000	08.08.16 02:00 PM	06.09.16 06:00 PM	07.09.16 01:00 PM	07.09.16 02:00 PM
336	3000001357	Heart Lung Machine	1050	50,000				
337	3000001358	ACT machine	1050	20,000				
338	3000001359	Sternal Saw	1050	10,000				
339	3000001360	Surgical Loupes	1050	10,000				
340	3000001361	ABG machine	1050	10,000				
341	3000001362	OT-Table Electro Hydraulic	1050	50,000				
342	3000001363	Fowler Bed	1050	10,000				
343	3000001364	Paediatric Bed	1050	10,000				

Sl. No.	Event/ RFx no.	Item Name	Tender Fee incl. 5% VAT (in INR)	EMD (In INR)	Pre-bid Meeting Date and time	Last date & time for online submission of Tender	Last date & time for submission of Tender fee and EMD in physical form	Tender Opening date & time
344	3000001365	Bedside Locker	1050	10,000	08.08.16 02:00 PM	07.09.16 06:00 PM	08.09.16 01:00 PM	08.09.16 02:00 PM
345	3000001366	Adjustable Over Bed Table	1050	10,000				
346	3000001367	Instrument Trolley	1050	10,000				
347	3000001368	Crash Cart	1050	10,000				
348	3000001369	Dressing Trolley	1050	10,000				
349	3000001370	Monitor Trolley	1050	10,000				
350	3000001371	Stretcher Trolley	1050	10,000				
351	3000001372	Emergency & Recovery Trolley	1050	10,000				
352	3000001373	Examination Couch	1050	10,000				
353	3000001374	Soiled Linen Trolley	1050	10,000				
354	3000001375	Wash Basin Stand Two Tier	1050	10,000				
355	3000001376	Kick Bucket	1050	10,000				
356	3000001377	Saline Stand with SS Rod	1050	10,000				
357	3000001378	Revolving Stool	1050	10,000				
358	3000001379	Bedside Stool/All Purpose	1050	10,000				
359	3000001380	Double Step Stool	1050	10,000				
360	3000001381	Birthing Bed (Motorized)	1050	10,000				
361	3000001382	Wheel Chair	1050	10,000				
362	3000001383	3 Fold Bedside Screen	1050	10,000				
363	3000001384	Cylinder Trolley	1050	10,000				

Specific Instructions for e-Tender Participation:-

1. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
2. The prospective bidders have to register with the e-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided with user ID and password within 48 hours (excepting non-working days). In order to submit the bids electronically bidders are required to have a valid **Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates)**.
3. Bidders will be able log on for uploading tenders on receipt of User ID & Password.

4. **Tender fee and EMD** shall be in favour of “**HLL Infra Tech Services Limited**” Payable at New Delhi. In case EMD is submitted in form of Bank Guarantee, bank account details may be noted as under:
- Bank name & address: Corporation Bank
Noida Main Branch, RN-03, B-Block, Noida,
Behind Fortis Hospital
Sector-62, Noida, (UP) – 201 301
- IFSC Code: CORP0000453
5. The bidders shall submit **Tender Fee, EMD** and **original catalogue/brochures** w.r.t. technical compliance in physical form in the **Tender Box** located at HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh before the given scheduled date & time.
6. All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 4 above.
7. Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or www.hllhites.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>
8. E-tender can only be submitted through <https://etender.lifecarehll.com/irj/portal>
9. Prospective bidders may send their queries 2 days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting.
10. All prospective tenderers may attend the Pre-bid meeting on the scheduled date & time at Conference hall of HLL Infra Tech Services Limited, B-14 A, Sector-62, Noida-201307, Uttar Pradesh. Opening of bids will take place in the same venue
11. Tenderers shall ensure that their tenders complete in all respect, are submitted **online through e-portal (as mentioned above) of HLL**.
12. Date and time of HLL’s server clock, as is also displayed on the dash board of the bidders, shall be taken as reference time for deciding the closing time of bid submission. Bidders are advised to ensure that they submit their bid within the due date and time of bid submission taking server clock as reference. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained.

CEO
HLL Infra Tech Services Limited
B-14A, Institutional Area, Sector-62
G. B. Nagar, Noida, U.P. - 201307

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

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GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2 Definitions:

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

- xiii. "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- xiv. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- xv. "Day" means calendar day.
- xvi. "HITES" means HLL Infra Tech Services Limited, a fully owned subsidiary of HLL Lifecare Limited.

1.3 Abbreviations:

- i. "T E Document" means Tender Enquiry Document
- ii. "NIT" means Notice Inviting Tenders
- iii. "GIT" means General Instructions to Tenderers
- iv. "SIT" means Special Instructions to Tenderers
- v. "GCC" means General Conditions of Contract
- vi. "SCC" means Special Conditions of Contract
- vii. "DGS&D" means Directorate General of Supplies and Disposals
- viii. "NSIC" means National Small Industries Corporation
- ix. "PSU" means Public Sector Undertaking
- x. "CPSU" means Central Public Sector Undertaking
- xi. "LSI" means Large Scale Industries
- xii. "MSEs" means Micro & Small Enterprises
- xiii. "LC" means Letter of Credit
- xiv. "DP" means Deliver Period
- xv. "BG" means Bank Guarantee
- xvi. "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. Additional the Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- xxviii. "DDP" means Delivery Duty Paid named place of destination (consignee site)
- xxix. "INCONTERMS" means International Commercial Terms as on the date of Tender Opening
- xxx. "MoHFW" means Ministry of Health & Family Welfare, Government of India
- xxxi. "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- xxxii. "RT" means Re-Tender
- xxxiii. "RC" means Rate Contract
- xxxiv. "SO" means Supply Order.
- xxxv. "EXW" means Ex-Works

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of Medical equipment/goods and related services as mentioned in Section VI – “List of Requirements”, which also indicates, *interalia*, the delivery schedule offered, terms and place of delivery.
- 2.2 This section (Section II – “General Instructions to Tenderers”) provides the relevant information as well as instructions to assist the prospective 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 security 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. Failing to provide and/or comply with the required information, instructions, etc. incorporated in these TE documents may result in rejection of its tender.
- 2.5 The Rate Contract to be awarded pursuant to this tender enquiry and supply orders placed against the rate contract so awarded will be governed by the terms and conditions as contained in the following section:
 - a. General Conditions of Contract – Section IV
 - b. Special Conditions of Contract – Section V
 - c. General Instructions to Tenderers – Section II
 - d. Special Instructions to Tenderers – Section III
 - e. List of Requirements – Section VI

3. Rate Contract / Parallel Rate Contract

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

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

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

8. Content of Tender Enquiry Documents

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

- Section II - General Instructions to Tenderers (GIT)
- Section III - Special Instructions to Tenderers (SIT)
- Section IV - General Conditions of Contract (GCC)
- Section V - Special Conditions of Contract (SCC)
- Section VI - List of Requirements
- Section VII - Technical Specification
- Section VIII - Quality Control Requirement
- Section IX - Qualification Criteria
- Section X - Tender Form
- Section XI - Price Schedules
- Section XII - Questionnaire
- Section XIII - Bank Guarantee Form for EMD
- Section XIV - Manufacturer’s Authorisation Form

- Section XV - Bank Guarantee Form for Performance Security / CMC Security
- Section XVI - Contract Forms (Rate Contract and Supply Order)
- Section XVII - Proforma of Consignee Receipt Certificate
- Section XVIII - Proforma of Final Acceptance Certificate by the consignee
- Section XIX - Check List for Tenderers
- Section XX - Form for Integrity Pact
- Section XXI - Notice-cum-cancellation letter
- Section XXII - Revocation-cum-cancellation letter

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

9. Amendments to TE document

- 9.1 At any time prior to the deadline for submission of tenders, the purchase 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 writing by registered/speed post/courier or by fax/e-mail, followed by copy of the same by registered post/courier to all prospective tenderers, which have received the TE document and will be binding on them. The amendments, if any shall be posted in the 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 document

- 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. The purchaser will respond in writing to such request provided the same is received by the purchaser before the pre-bid meeting (unless otherwise specified in the SIT).

C. PREPARATION OF e TENDERS

11. Documents Comprising the Tender

- 11.1 The tender shall be submitted online only as mentioned below. However, Tender Fee, EMD and Technical Catalogue/Brochures w.r.t. technical compliance to be submitted in physical form on or before the date and time specified in the NIT.
- TECHNICAL BID (consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate etc.). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.
- Price Bid (to be filled up in the prescribed format, signed, stamped, scanned in.pdf & attach under PRICE BID).

“DO NOT”

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

a) Techno-Commercial Tender (Un Priced Tender)

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

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

- i. Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption for payment of earnest money.
- ii. Tender Form as per Section X
- iii. Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender, and, also, qualified to perform the contract if its tender is accepted.
- iv. Tender/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form as per Section XIV.
- v. Power of Attorney in favour to signatory of TE documents and signatory of Manufacturer's Authorisation Form.
- vi. Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii. Performance Statement as per Section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii. Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices)
- ix. Certificate of Incorporation.
- x. Checklist as per Section XIX
- xi. Whether the manufacturer is LSI or MSE, In case of LSI, they should indicate the percentage of contracts (value wise) purchased from MSEs (which also includes sub-contracts on MSEs) for the goods offered against this tender item wise.

b) Price Tender

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

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

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

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

Note:

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

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

12. Tender Currencies

- 12.1 The tenderer supplying indigenous goods or already imported shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regard price(s) for allied services, if any required with the goods, the same shall be quoted in India Rupees only if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13. Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be indicated as 'NIL' by the tenderer.
- 13.2 Quantity/slab discount, if any, should be indicated prominently.

- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.3.1 The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/firm/organisation or department of Government of India or any state Governments.
- 13.3.2 For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Government of India or any state Governments.
- 13.3.3 If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 **For domestic goods 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 or on the previously imported goods of foreign origin quoted ex-showroom etc.
 - b) Any sales or other taxes and any duties including excise duty, which will be payable on the finished goods in India if the contract is awarded.
 - c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination all over India (consignee details shall be indicated in the Supply Order).
 - d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule.
 - e) The prices of annual CMC, if applicable, as mentioned in List of Requirements and Price Schedules.
- 13.4.2 **For Goods manufactured outside the Purchaser's country, already imported:**
- a) The price of the goods, including the original import value of the goods, plus any mark-up (or rebate), plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the goods already imported.
 - b) The custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported.

- c) Any Purchaser's country sales and other taxes which will be payable on the goods if the contract is awarded to the Bidder.
- d) The price for inland transportation, insurance, and other local services required to the country of Goods from the named place of destination all over India (consignee details as indicated in the Supply Order).
- e) The price of annual CMC, if applicable, as mentioned in List of Requirements, Technical Specifications and Price Schedules.
- f) Supplier of Imported stores must submit a notarized affidavit along with a letter from their foreign principal (OEM) that the product/model number being quoted against the tender is currently undergoing production and have NOT been discontinued by them. The OEM shall further furnish an undertaking that they shall continue to provide support to the product/model no. being quoted/supplied, during their warranty period.

13.4.3 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- i. The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedules.
- ii. The amount of freight and insurance and price of goods quoted CIP port of entry in India.
- iii. The price of goods quoted CIP (name port of destination) in India nearest airport, seaport basis as indicated in the List of Requirements and price schedule.
- iv. Wherever applicable the amount of custom duty as percentage of net CIP value.
- v. The charges of Insurance (local transportation and storage) would be extended and borne by the Supplier from port of entry to the consignee located all over India for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule
- vi. The charges for Incidental Services, as in the List of Requirements and Price Schedule
- vii. The price of annual CMC, if applicable, as mentioned in List of Requirements and Price Schedule, if applicable.

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, Services 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 tender.

- 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/VAT:

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

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

13.5.5 Customs Duty:

The Supplier will pay the customs duty and clear the goods for transportation to consignee's site. **The applicable percentage (%) rates and amount of custom duty and the corresponding Indian custom tariff number should be shown separately in the price schedule.** Duty paid by the supplier shall be reimbursed on submission of documents (supported with documentary evidence). Customs duty exemption certificate (CDEC) wherever applicable shall be issued by the consignee.

- 13.6 For transportation of imported goods offered from aboard, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in the TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP, etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMs, published by the International Chamber of Commerce, Paris.
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall furnish the following information:
- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax Authority.
 - b) The details of services to be rendered by the agent for the subject requirement.
 - c) Details of Service outlets in India, to render service to consignees during Warranty and CMC period.
 - d) Principal/manufacturers original proforma invoice with the price bid.
- 14.2 In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 14.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

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. Delivery Period

- 16.1 Tenderer should quote guaranteed monthly rate of supply and lead time required for commencement of supply after placement of supply order.

17. Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualification shall fulfil the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 the tenderer shall furnish along with its tender, earnest money for amount as indicated in the NIT and List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 All MSEs and 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 shall be eligible for exemption for 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 or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i. Account Payee Demand Draft
 - ii. Banker's cheque and
 - iii. Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any schedule commercial bank in India or in country of the tenderer, in favour of the "HLL Infra Tech Services Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India or in country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender, if submitted in the form of Bank Guarantee. 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 converted as a security towards performance and operation of Rate Contract and shall be retained /made to valid till two months beyond the validity of Rate Contract.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tender will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

20. A. Tender validity

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

20. B. Alternative Tenders

Alternative Tenders are not permitted.

21. Digital Signing of e-Tender

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

D. SUBMISSION OF TENDERS**22. Submission of Tenders****22.1 The tender shall be submitted online only.**

(i) Pre-qualification and Technical compliance as per following documents (ONLY Online submissions for all the documents.)

- a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- b) Tender Form as per section X.
- c) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc.
- d) Declaration regarding Fall Clause and Deregistration, debarment from any Govt. Dept./ Agencies
- e) Copy of PAN.
- f) Certificate of Incorporation/Declaration being a proprietary firm.
- g) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) in pdf format.
- h) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- i) Quality Control Requirements as per Section VIII
- j) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- k) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry

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

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

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

E. Opening of e-Tenders**25. Opening of e-tenders**

- 25.1 The purchaser will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 25.3 Two - Tender system as mentioned in Para 21.6 above will be as follows. The Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS**26. Basic Principle**

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

27. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational error have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant of GIT Clause 34, the Purchaser will determine the responsiveness of each Tender to the TE Document. For purposes of these clauses, a responsive Tender is one, which conforms to the technical specifications and all the terms and conditions of the TE documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be

deemed to be a material deviation. The Purchaser's determination of a Tenderers responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence

- 27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders which do not meet the basic requirements are liable to be treated as non-responsive and will be ignored.
- 27.4 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;
- a) Tender form as per Section X (signed and stamped) not enclosed.
 - b) Tender validity is shorter than the required period.
 - c) Required EMD (Amount, validity, etc.)/exemption documents have not been provided.
 - d) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIV.
 - e) Tenderer has not agreed to give the required performance security.
 - f) Goods offered are not meeting the tender enquiry Technical Specification.
 - g) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damage clause, warranty period.
 - h) Poor/unsatisfactory past performance
 - i) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Gov. rules/procedures.
 - j) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.

28 Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the preliminary examinations, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specific 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.
- 28.2 The purchaser may seek clarifications of historical nature from the tenderers which has no bearings on prices.

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 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 Qualification Criteria

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

31 Conversion of tender currencies to Indian Rupees

In case the TE document permits the tenderers to quoted their prices in different currencies, all such quoted prices of the responsive tenderers will be converted into a single currency viz. Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

32 Purchase/Price preference

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

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

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

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

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

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

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

32.3 PMA Compliant Item:

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

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

33 Comparison of Tenders

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

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

- 34.1 Further to GIT clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc. which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 34.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35 Tenderer's capability to perform the contract

- 35.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the Rate Contract satisfactorily.
- 35.2 The above mentioned determination will, inter alia, take into account the 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.
- 35.3 Purchaser reserves the right to assess/verify the credentials and capability/capacity of the bidders/manufacturers before awarding the Rate Contracts.

36 Contacting the Purchaser

- 36.1 From the time of submission of tender to the time of awarding the contract, if a 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.
- 36.2 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 RATE CONTRACT**37 Purchaser's Right to accept any tender and to reject any or all tenders**

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

38 Award Criteria

- 38.1 Subject to GIT clause 37 above, the Rate Contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 35.
- 38.2 Provisions in Parallel Rate Contract:
- 38.2.1 In cases, where price of L-1 is considered acceptable, its price will be counter offered to all the other higher eligible quoting firms. Those who accept the counter offered prices or below may be awarded parallel rate contracts. However, if L-1 prices so counter offered to the higher quoting firms are not acceptable by any of the higher quoting firms, R/C will be concluded with L-1.
- 38.2.2 Where, however, the price of L-1 is not acceptable, may in the first instance, negotiate with L-1 only for arriving at a reasonable/acceptable price. On successful conclusion of negotiations with L-1, R/C may be awarded to the L-1 at the agreed negotiated price and the same may be counter offered to all the other higher quoting eligible firms and R/C would be concluded in the same manner as indicated in Para 38.2.1.

39 Letter of Award

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

40 Issue of Rate Contract

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

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

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

42 Return of EMD

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

43 Publication of Tender Result

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

44 Book examination clause

- 44.1 The contractor shall whenever called upon and requiring to produce or cause to be produced for examination by the Purchaser, any cost or other account, book of account voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from such document and also furnish information any wise relating to such transaction and produce before the duly authorised representative of the Purchaser returns verified in such manner as may be required relating, in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of Purchaser on the question of relevancy of any document, information or return being final and binding on the parties). The obligation imposed by this clause is without prejudice to the obligations of the contractor under any statute, rules or orders and shall be binding on the contractor.
- 44.2 The contractor shall, if the Purchaser so requires (whether before or after the prices have been finally fixed), afford facilities to the Purchaser to visit the contractor's works for the purpose of examining the cost or production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorised representative of Purchaser shall have the power to examine all the relevant book of such sub-contract or any subsidiary of allied firm or company shall be open to his inspection as mentioned in clause 44.1.
- 44.3 If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.
- 44.4 Where a contract provides for book examination clause, to contractor or its agency bound to allow examination of its books within a period of 60 days from the date the notice is received by the contractor, or its agencies calling for the production of documents as under clause 44.1 above. In the event of contractor's or his agencies failure to do so, the contract price would be reduced and determined according to the best judgement of the purchaser which would be final and binding on the contractor and his agencies.

45 Integrity Pact

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

46 Cartel Formation

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

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right

protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

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

5. Performance Security

- 5.1 Within fifteen (15) days from date of the placement of supply order against Rate Contract by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the supply order placed against Rate Contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
 - a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government/purchaser including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government/purchaser.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the ‘Contract Form – B’ in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations & after receipt of Consignee wise bank

guarantee for CMC security in favour of Head of the Institute of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, (the entire journey during transit to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and in SCC. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:
- Unless otherwise mentioned in the Technical Specification and in SCC, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- a. Contract number and date
 - b. Brief description of goods including quantity
 - c. Packing list reference number
 - d. Country of origin of goods
 - e. Consignee's name and full address and
 - f. Supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The Contractor should satisfy himself that the Stores are in accordance with terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually tendering the same for inspection to the Inspection Agency nominated under the terms of contract. Such precaution on the part of the Contractor minimises the chances of rejection and the consequences thereof.
- 8.2 The purchaser and/or its nominated representative(s) will /shall be at consignee site, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

- 8.3 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.4 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.5 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.
- 8.6 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.7 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.
- 8.8 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.9 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

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

10. Transportation of Goods

10.1.1 Instructions for transportation of imported goods offered from abroad:

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

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

10.1.3 The procedure followed as above should be intimated to the purchaser. The goods will be custom cleared by the supplier/Indian Agent after paying customs duty and will be transported to the consignee's site as per terms of the contract.

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

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

11. Insurance:

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

- 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 "warehouse to warehouse" (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) Supply of the imported goods DDP basis, the supplier shall arrange and pay for marine/air insurance making the consignee as beneficiary. The additional extended Insurance (local transportation and storage) would also be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery. The insurance shall be taken for an amount equal to 110% of overall expenditure to be incurred by the purchaser for receiving the goods at consignee's site.

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

12. Spare parts

- 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 including their prices:
- a) Spare Parts list and prices of parts, consumables should be mentioned clearly and quoted. Bidder should also mention regarding the availability of spares for at least eight years.
 - b) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - c) In case the production of the spare parts is discontinued:
 - i. Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii. Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

13. Incidental services

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

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

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

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

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

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement:
 Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

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

B) For goods imported from abroad:

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). In case of CIP contracts where custom clearance is to be done by purchaser any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for the period as mentioned in the SCC Section-V/ List of Requirement Section VI, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.
- a. No conditional warranty will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.

- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced with a new one and fresh warranty as per Clause 15.2 above shall be applicable. The decision of the purchaser in this respect shall be final and binding on the supplier.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

16. Assignment

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

17. Sub Contracts

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

- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 (“Country of Origin”).

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of despatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

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

20. Taxes and Duties

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for Domestic Goods or Foreign Origin located within India.

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

a) On delivery:

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

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

b) On Acceptance:

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

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

For contracts placed on DDP (consignee site) basis**(a) On delivery:**

80% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid;
- (iii) Four copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11
- (v) Manufacturer's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country,
- (viii) Inspection Certificate for the despatched equipment issued by recognized/reputed agency like SGS, Lloyd, Bureau Veritas, TUV or equivalent (acceptable to the purchaser) prior to despatch.
- (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.

(b) On Acceptance:

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignee through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, Subject to recoveries, if any.

(c) For contracts on DDP basis

Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable, customs clearance and handling charges, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) will be paid in Indian Rupees to the Indian agent at actual not exceeding the quoted rates on proof of such documents along with copy of Consignee Receipt Certificate for the respective item.

(d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

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

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

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non-transferable LC shall be opened by the purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency/currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

"I/We, _____ certify that I/We have not received back the Final Acceptance certificate from consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery Schedule

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified in the Supply Order. **The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.**
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and
 - (iii) Termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of 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 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 for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property:

22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

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

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

24. Termination for default

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

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

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

24.4 If the Supplier, in the judgement of Purchaser has engaged in fraud and corruption, as defined in GCC Clause 37, in competing for or in executing the Contract.

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.
- 25.2 Termination for Convenience
- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
 - (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes 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. Purchaser's Right to Short Close/Revocation/Cancellation of the Rate Contract

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

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

28. Governing language

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

29. Notices

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

30. Resolution of disputes

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

provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-).

30.3 Venue: The venue of arbitration shall be Delhi/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. Submission of Quarterly Drawal Report:

33.1 The offer of the firms of the next R/C will be considered only if their performance against the current and preceding R/Cs, if held by them, is satisfactory and they are otherwise eligible. For this purpose, the purchaser except that a firm should have supplied minimum 85%/95%/100% of the stores due for supply against the current RC and preceding two years R/C respectively on or before the cut-off date as indicated in the tender enquiry.

33.2 R/C holder not obtaining any Supply Order against the current R/C prior to the period indicated above and also against immediate previous Rate Contract will be considered to have a NIL performance and will not be eligible for award of next R/C.

34. Limitation of Liability:

34.1 Except in cases of criminal negligence or wilful misconduct,

(a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

35. Corrupt Practices

35.1 It is required by all concerned namely the Consignee/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.

36. Fall Clause

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

“I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract herein and such Stores have not been offered/sold by me/us to any persons(s) organisation(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory

Undertaking of the Central or State Government as the case may be upto the date of the bill/ the date of completion of supplies against all supply order placed during the currency of the R/C at a price lower than the price charged to Government under the Contract except for quantity of Stores categorised under sub-clause (a), (b) and (c) of Para 36.2 above details of which are as follows:

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

37. General/ Miscellaneous Clauses

- 37.1 Each member/constituent of the Supplier/Joint Venture/Consortium/Association its Indian Agent/CMC/ Joint Venture/Consortium/Association/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub-contractors under the Contract.
- 37.2 Joint Venture, Consortium or association of all the parties shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the purchaser.
- 37.3 The Supplier/its Indian Agent/CMC/ Joint Venture/Consortium/Association/AMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC/AMC or the Contract.
- 37.4 The Supplier/its Agent/CMC/ Joint Venture/Consortium/Association/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 37.5 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

SECTION - VI**LIST OF REQUIREMENTS**

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
1	3000000972	Irradiance Meter	Special Neonatal Care Unit	3 years	NA
2	3000000975	Suction Pump, Foot Operated	Special Neonatal Care Unit	3 years	NA
3	3000000976	Suction Pump Portable	Special Neonatal Care Unit	3 years	NA
4	3000000977	Transport Incubator	Special Neonatal Care Unit	3 years	NA
5	3000000978	Binocular Microscope	Laboratory	3 years	5 Years
6	3000000979	Capillary Bilirubinometer	Laboratory	3 years	5 Years
7	3000000980	Centrifuge	Laboratory	3 years	5 Years
8	3000000981	Colorimeter	Laboratory	3 years	NA
9	3000000982	Semi – Automated Elisa Washer and Reader	Laboratory	3 years	5 Years
10	3000000983	Non Invasive hemoglobinometer-Probe based	Laboratory	1 year	NA
11	3000000984	Urine Analyser	Laboratory	1 year	NA
12	3000001124	Non Invasive Hemoglobinometer-Conjunctiva based	Laboratory	3 years	NA
13	3000001125	Portable Compact Mobile Lab with Accu Kine	Laboratory	3 years	NA
14	3000000985	300 mA HF X-Ray Machine	Radiology	3 years	5 Years
15	3000000986	Ultrasound Machine	Radiology	3 years	5 Years
16	3000000987	500 mA X-Ray Machine (HF)	Radiology	3 years	5 Years
17	3000000988	CR System	Radiology	3 years	5 Years
18	3000000989	Mobile X – Ray Machine (HF)	Radiology	3 years	5 Years
19	3000000990	Mammography	Radiology	3 years	5 Years
20	3000000992	Flowmeter with Humidifier Bottle	Emergency Response System	1 year	NA
21	3000000993	Oxygen Cylinder "B" Type	Emergency Response System	10 years	NA
22	3000000994	Oxygen Cylinder "D" Type	Emergency Response System	10 years	NA
23	3000000995	Artificial Manual Breathing Unit (Adult)	Emergency Response System	1 year	NA
24	3000000996	Artificial Manual Breathing Unit (Child and Neonatal)	Emergency Response System	1 year	NA
25	3000000997	Trolley Stretcher- With Back Tilt Facility And Collapsible Wheels For Uploading Into The Trolley	Emergency Response System	3 years	3 Years
26	3000000998	Canvas stretcher(Folding)	Emergency Response System	1 year	NA
27	3000000999	Stretcher Scoop	Emergency Response System	5 years	NA
28	3000001000	BP Instrument Aneroid	Emergency Response System	1 year	NA
29	3000001001	Stethoscope	Emergency Response System	1 year	NA
30	3000001002	Pneumatic Splints	Emergency Response System	1 year	NA

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
31	3000001003	Gauze Cutter	Emergency Response System	1 year	NA
32	3000001004	Artery Forceps	Emergency Response System	1 year	NA
33	3000001005	Magill's Forceps	Emergency Response System	1 year	NA
34	3000001006	Cervical Collar	Emergency Response System	1 year	NA
35	3000001007	First Aid Bag	Emergency Response System	NA	NA
36	3000001008	Spinal Board	Emergency Response System	1 year	NA
37	3000001009	Double Head Immobilizers	Emergency Response System	1 year	NA
38	3000001010	Foetal Doppler	Emergency Response System	3 years	NA
39	3000001011	Nebulizer (Electric)	Emergency Response System	3 years	NA
40	3000001012	Baby Hypothermia Wrap Kit	Emergency Response System	1 year	NA
41	3000001126	Drug Vending Machine	Emergency Response System	NA	NA
42	3000001013	Direct ophthalmoscope	Neonatal and Paediatric Care ICUs	3 years	NA
43	3000001014	Mobile X Ray	Neonatal and Paediatric Care ICUs	3 years	NA
44	3000001015	Bilirubinometer	Neonatal and Paediatric Care ICUs	3 years	NA
45	3000001016	ECG Unit	Neonatal and Paediatric Care ICUs	3 years	NA
46	3000001017	Transilluminator Cold Light Source	Neonatal and Paediatric Care ICUs	3 years	NA
47	3000001018	CPAP	Neonatal and Paediatric Care ICUs	3 years	NA
48	3000001019	Transport Ventilator (Neonatal & Paediatric)	Neonatal and Paediatric Care ICUs	3 years	NA
49	3000001020	Infusion Pump (Volumetric)	Neonatal and Paediatric Care ICUs	3 years	NA
50	3000001022	Self-Inflating Reservoir Bag	Neonatal and Paediatric Care ICUs	1 year	NA
51	3000001023	Laryngoscope	Neonatal and Paediatric Care ICUs	3 years	NA
52	3000001024	Oxygen Hood	Neonatal and Paediatric Care ICUs	3 years	NA
53	3000001025	Phototherapy	Neonatal and Paediatric Care ICUs	3 years	NA
54	3000001026	Thermometer Digital	Neonatal and Paediatric Care ICUs	1 year	NA
55	3000001027	Pulse Oximeter, Line Powered	Neonatal and Paediatric Care ICUs	3 years	NA
56	3000001028	Baby Weighing Scale	Neonatal and Paediatric Care ICUs	1 year	NA
57	3000001029	Breast Pump	Neonatal and Paediatric Care ICUs	3 years	NA
58	3000001030	Examination Treatment Light	Neonatal and Paediatric Care ICUs	1 year	NA
59	3000001031	EEG Electroencephalography	Neonatal and Paediatric Care ICUs	3 years	NA

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
60	3000001032	Abdominal palpation mannequin for Leopold maneuvers during pregnancy	Skill Laboratories	3 years	NA
61	3000001033	Adult CPR mannequin	Skill Laboratories	3 years	NA
62	3000001034	Child birth simulator along with attachment for cervical dilatation	Skill Laboratories	3 years	NA
63	3000001035	Adult IV training arm kit	Skill Laboratories	3 years	NA
64	3000001036	Episiotomy suturing trainer	Skill Laboratories	3 years	NA
65	3000001037	Female lower torso mannequin with normal and postpartum uterus and accessories	Skill Laboratories	3 years	NA
66	3000001038	Normal new born baby simulation model	Skill Laboratories	3 years	NA
67	3000001039	Paediatric IV Arm Kit	Skill Laboratories	3 years	NA
68	3000001040	Uterine model	Skill Laboratories	3 years	NA
69	3000001041	Essential new born care and resuscitation mannequin	Skill Laboratories	3 years	NA
70	3000001043	Female catheterization mannequin	Skill Laboratories	3 years	NA
71	3000001044	Intramuscular Injection training mannequin	Skill Laboratories	3 years	NA
72	3000001045	OG Tube insertion simulation model	Skill Laboratories	3 years	NA
73	3000001046	Postpartum haemorrhage simulation model	Skill Laboratories	3 years	NA
74	3000001047	Suction pump portable electric	Operational Theatres	3 years	NA
75	3000001048	Autoclave HP vertical (single bin)	Operational Theatres	3 years	NA
76	3000001049	Autoclave HP horizontal	Operational Theatres	3 years	NA
77	3000001050	Autoclave HP vertical (2 bin)	Operational Theatres	3 years	NA
78	3000001051	Bowl sterilizer (big)	Operational Theatres	3 years	NA
79	3000001052	Bowl sterilizer (small)	Operational Theatres	3 years	NA
80	3000001053	Dehumidifier	Operational Theatres	3 years	NA
81	3000001054	Ethylene oxide sterilizer	Operational Theatres	3 years	NA
82	3000001055	Flash sterilizer with trolley	Operational Theatres	3 years	NA
83	3000001056	Operation Table Hydraulic major	Operational Theatres	3 years	NA
84	3000001057	Sterilizer (big instruments)	Operational Theatres	3 years	NA
85	3000001058	Gynae- examination table	Operational Theatres	3 years	NA
86	3000001059	Table for Obstetric Labour	Operational Theatres	3 years	NA
87	3000001060	Focus lamp Ordinary for Examination	Operational Theatres	3 years	NA
88	3000001061	Embalming Machine	Preclinical	1 year	NA
89	3000001062	Meat cutting Machine (Bakon's slicer)	Preclinical	1 year	NA
90	3000001063	Hot plate - Electrical	Preclinical	1 year	NA
91	3000001064	Incubator	Preclinical	1 year	NA
92	3000001065	Dissection Table - Std	Preclinical	NA	NA
93	3000001066	Dissection table small	Preclinical	NA	NA

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
94	3000001067	X - Ray viewing Lobby	Preclinical	NA	NA
95	3000001068	Charts (in set)	Preclinical	NA	NA
96	3000001069	Models (in set)	Preclinical	NA	NA
97	3000001070	Dissecting Microscope	Preclinical	3 years	5 Years
98	3000001071	Paraffin water bath	Preclinical	1 year	NA
99	3000001072	Water bath serological	Preclinical	1 year	NA
100	3000001073	Hot air oven	Preclinical	1 year	NA
101	3000001074	ICE flaking machine	Preclinical	1 year	NA
102	3000001075	All glass distillation apparatus	Preclinical	NA	NA
103	3000001076	Peristaltic pump	Preclinical	1 year	NA
104	3000001077	Biological safety cabinet	Preclinical	3 years	5 Years
105	3000001078	Single channel physiological recorder	Preclinical	3 years	5 Years
106	3000001079	Algometer	Preclinical	NA	NA
107	3000001080	Kymograph with accessories	Preclinical	NA	NA
108	3000001081	Ph Meter	Preclinical	NA	NA
109	3000001082	Drug Cart	Preclinical	NA	NA
110	3000001083	View Box	Preclinical	NA	NA
111	3000001084	Infantometer	Preclinical	NA	NA
112	3000001085	Stadiometer	Preclinical	NA	NA
113	3000001086	Centrifuge machine with haematocrit reader(Capillary)	Preclinical	3 years	5 Years
114	3000001087	Air Oxygen blender	Preclinical	NA	NA
115	3000001088	Exercise table	Preclinical	NA	NA
116	3000001089	Tilt table (Manual)	Preclinical	NA	NA
117	3000001090	Tilt Table (Motorized)	Preclinical	NA	NA
118	3000001091	Parallel bar(12ft with platform with mirror	Preclinical	NA	NA
119	3000001092	HEMOGLOBINOMETER	Preclinical	3 years	NA
120	3000001093	Dielectric Tube Sealer, Handheld	Preclinical	1 year	NA
121	3000001094	Blood Bag Tubing Stripper	Preclinical	1 year	NA
122	3000001095	REFRIGERATED BLOOD BAG CENTRIFUGE (12 BAGS)	Preclinical	3 years	NA
123	3000001096	MANUAL PLASMA EXTRACTOR	Preclinical	1 year	5 Years
124	3000001097	PLATELET AGITATOR & INCUBATOR (96 BAGS)	Preclinical	3 years	5 Years
125	3000001098	VDRL SHAKER	Preclinical	3 years	5 Years
126	3000001099	MICRO PIPET 2-1000 ul	Preclinical	NA	NA
127	3000001100	MICRO PIPET FIXED VOLUME (ONE SET)	Preclinical	NA	NA
128	3000001101	Refrigerated Blood Component Transport Box	Preclinical	1 year	NA
129	3000001102	LED Head Light	Preclinical	3 years	5 Years

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
130	3000001103	Tail Flick Analgesiometer	Preclinical	1 year	NA
131	3000001104	Electroconvulsimeter (with ear and corneal electrodes)	Preclinical	3 years	5 Years
132	3000001105	Cook's Pole Climbing Apparatus	Preclinical	1 year	NA
133	3000001106	Rotarod (6 compartments)-Computerized	Preclinical	1 year	NA
134	3000001107	Digital Photoactometer	Preclinical	1 year	NA
135	3000001108	Video assisted Elevated plus maze for rats and mice	Preclinical	1 year	NA
136	3000001109	Portable Autoclave (25L)	Preclinical	3 years	NA
137	3000001110	Digital Spirometer	Preclinical		NA
138	3000001111	Bicycle ergometer with digital display	Preclinical	1 year	NA
139	3000001112	Digital Reaction Time apparatus	Preclinical	3 years	NA
140	3000001113	Multiple Choice Apparatus (with digital display)	Preclinical	1 year	NA
141	3000001114	Critical flicker fusion apparatus	Preclinical	1 year	NA
142	3000001115	Isolated Organ bath	Preclinical	1 year	NA
143	3000001116	Multi-Channel Pipette (Manual)	Preclinical	NA	NA
144	3000001117	Bioelectric Impedance Analyzer for body composition	Preclinical	1 year	NA
145	3000001118	Vortex Mixer	Preclinical	1 year	NA
146	3000001119	Automated tissue grinder (Homogenizer)	Preclinical	1 year	NA
147	3000001120	Weighing Machine for dead bodies	Preclinical	1 year	NA
148	3000001121	Digital Weighing Machine for organs/foetus	Preclinical	1 year	NA
149	3000001122	Cadaver/ Autopsy carrier (Non-elevating)	Preclinical	NA	NA
150	3000001169	Mortuary Cooler (12 bodies)	Anatomy	2 years	NA
151	3000001170	Rotary Microtome	Anatomy	2 years	NA
152	3000001171	Analytical Balance	Anatomy	2 years	NA
153	3000001172	X - Ray viewing System	Anatomy	1 year	NA
154	3000001173	Water Purification System	Anatomy	2 years	NA
155	3000001174	Skeleton Articulated	Anatomy	NA	NA
156	3000001175	Human Bones set disarticulated	Anatomy	NA	NA
157	3000001176	Sledge and freezing microtome	Anatomy	2 years	NA
158	3000001177	Refrigerator (Laboratory type)	Anatomy	2 years	NA
159	3000001178	Centrifuge Machine (Table top centrifuge)	Anatomy	2 years	NA
160	3000001179	Laminar Air Flow Chamber	Anatomy	2 years	NA
161	3000001180	Deep freezer (-80 deg. C)	Anatomy	2 years	NA
162	3000001181	Paraffin embedding system	Anatomy	2 years	NA
163	3000001182	Plastination Equipment	Anatomy	2 years	NA
164	3000001184	Handheld Particle counter	Biochemistry	2 years	NA

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
165	3000001185	Orbital Shaking Incubator	Biochemistry	2 years	NA
166	3000001186	Orbital shaker	Biochemistry	2 years	NA
167	3000001187	Thermal cycler - Gradient PCR	Biochemistry	2 years	NA
168	3000001188	Vertical gel electrophoresis	Biochemistry	2 years	NA
169	3000001189	Electrolyte analyzer	Biochemistry	2 years	NA
170	3000001190	Random access High throughput fully automated chemistry analyzer	Biochemistry	2 years	NA
171	3000001191	Laminar flow with PCR	Biochemistry	2 years	NA
172	3000001192	Ultra centrifuge	Biochemistry	2 years	NA
173	3000001193	Cell counter and sizer	Biochemistry	2 years	NA
174	3000001194	VERTICAL LAMINAR AIRFLOW HOOD FOR CELL CULTURE	Biochemistry	2 years	NA
175	3000001195	Random access small through put fully automated clinical chemistry analyzer	Biochemistry	2 years	NA
176	3000001196	Lyophilizer	Biochemistry	2 years	NA
177	3000001197	Western blot apparatus	Biochemistry	2 years	NA
178	3000001198	Top loading balance	Biochemistry	2 years	NA
179	3000001199	Analytical Weighing Scale – electronics	Microbiology	2 years	NA
180	3000001200	Microprocessor Controlled Autoclave	Microbiology	2 years	NA
181	3000001201	Bio safety cabinet Class II A	Microbiology	2 years	NA
182	3000001202	Bio safety cabinet Class II B	Microbiology	2 years	NA
183	3000001203	Micro pipette adjustable	Microbiology	1 year	NA
184	3000001204	Vertical Laminar Flow Bench With Hepa Filter	Microbiology	2 years	NA
185	3000001205	Walk-in-cooler 4°C (9x8x7 ft)	Microbiology	2 years	NA
186	3000001206	Desiccator cabinet	Microbiology	2 years	NA
187	3000001207	Refrigerated centrifuge	Microbiology	2 years	NA
188	3000001208	Dry Heating block for PCR	Microbiology	2 years	NA
189	3000001209	Positive pressure pump for tissue culture media prep.	Microbiology	2 years	NA
190	3000001210	MICROBIOLOGICAL INCUBATOR (BOD)	Microbiology	2 years	NA
191	3000001211	Ice Flaking Machine	Microbiology	2 years	NA
192	3000001212	Table top dispenser	Microbiology	2 years	NA
193	3000001213	Ultra Sonicator	Microbiology	2 years	NA
194	3000001214	Hybridization chamber system	Microbiology	2 years	NA
195	3000001215	Refrigerated shaker	Microbiology	2 years	NA
196	3000001216	Comparator, Nessler	Community Medicine	2 years	NA
197	3000001217	Barometer - Precision, Fortin	Community Medicine	2 years	NA
198	3000001218	Barometer - Aneroid with thermometer	Community Medicine	2 years	NA
199	3000001219	Binocular Microscope (For students)	Community Medicine	2 years	NA

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
200	3000001220	Continuous Dichotomous Ambient Particulate Monitor	Community Medicine	2 years	NA
201	3000001221	Continuous Emissions Monitoring System	Community Medicine	2 years	NA
202	3000001222	Arke SO3 System	Community Medicine	2 years	NA
203	3000001223	CO Analyzer	Community Medicine	2 years	NA
204	3000001224	Enhanced Trace Level SO2 Analyzer	Community Medicine	2 years	NA
205	3000001225	Dosimeter	Community Medicine	2 years	NA
206	3000001226	Analytical Balance 200 gm	Community Medicine	2 years	NA
207	3000001227	Centrifuge clinical	Community Medicine	2 years	NA
208	3000001228	CO2 incubator	Community Medicine	2 years	NA
209	3000001229	Auto analyser	Community Medicine	2 years	NA
210	3000001230	Fat Extraction	Community Medicine	2 years	NA
211	3000001231	Incubator, electric	Community Medicine	2 years	NA
212	3000001233	Trinocular microscope - Teaching	Physiology	2 years	NA
213	3000001234	Priestly smith Perimeter	Physiology	2 years	NA
214	3000001235	Olfactometer	Physiology	2 years	NA
215	3000001236	Thermal aesthesiometer - Digital	Physiology	2 years	NA
216	3000001237	Von frey Aesthesiometer	Physiology	2 years	NA
217	3000001238	Dales Organ bath	Physiology	2 years	NA
218	3000001239	Electronic Muscle Stimulator	Physiology	2 years	NA
219	3000001240	Stimulator, Isolator & Recorder system	Physiology	2 years	NA
220	3000001241	Physiograph 3 channel	Physiology	2 years	NA
221	3000001242	Langendorff's Apparatus	Physiology	2 years	NA
222	3000001243	ECG machine 12 channel	Physiology	2 years	NA
223	3000001244	ECG machine single channel	Physiology	2 years	NA
224	3000001245	Treatment Tables with postural drainage	Physiotherapy	2 years	NA
225	3000001246	Recumbent Cycle Exerciser	Physiotherapy	2 years	NA
226	3000001247	Movement Therapy System for upper limb and lower limb	Physiotherapy	2 years	NA
227	3000001248	Quadriceps exerciser stand	Physiotherapy	2 years	NA
228	3000001249	Stair training unit with ramp (wooden with straight type)	Physiotherapy	2 years	NA
229	3000001250	Wheel Chair	Physiotherapy	2 years	NA
230	3000001251	Motorized wheelchair	Physiotherapy	2 years	NA
231	3000001252	Medical Gym	Physiotherapy	2 years	NA
232	3000001253	Hip, knee, ankle CPM	Physiotherapy	2 years	NA
233	3000001254	Shoulder CPM	Physiotherapy	2 years	NA
234	3000001255	Ultrasonic Therapy	Physiotherapy	2 years	NA
235	3000001256	Cryotherapy	Physiotherapy	2 years	NA

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
236	3000001257	Laser Therapy unit	Physiotherapy	2 years	NA
237	3000001258	Short wave diathermy	Physiotherapy	2 years	NA
238	3000001259	Interferential Current Therapy	Physiotherapy	2 years	NA
239	3000001260	Moist heat therapy unit (8 Packs) Heavy duty	Physiotherapy	2 years	NA
240	3000001261	Paraffin wax bath	Physiotherapy	2 years	NA
241	3000001262	TENS unit	Physiotherapy	2 years	NA
242	3000001263	Lumbar and cervical Traction	Physiotherapy	2 years	NA
243	3000001264	Combination therapy unit (Portable)	Physiotherapy	2 years	NA
244	3000001265	Robo walk Treadmill with reverse belting and safety harness	Physiotherapy	2 years	NA
245	3000001266	BLOOD COLLECTION MONITOR	Blood Bank	2 years	NA
246	3000001267	BIOSEALER	Blood Bank	2 years	NA
247	3000001268	BIOSEALER (HAND HELD)	Blood Bank	2 years	NA
248	3000001269	DONOR COUCH	Blood Bank	2 years	NA
249	3000001270	FOLDING DONOR COUCH (ONE SET -2 CHAIR WITH ONE TROLLEY)	Blood Bank	2 years	NA
250	3000001271	TUBE STRIPPER	Blood Bank	2 years	NA
251	3000001272	TWO PAN COMPONENT BALANCE (DIGITAL)	Blood Bank	2 years	NA
252	3000001273	-40 DEEP FREEZER	Blood Bank	2 years	NA
253	3000001274	CRYO BATH	Blood Bank	2 years	NA
254	3000001275	WATER BATH	Blood Bank	2 years	NA
255	3000001276	MOBILE TRANSPORT BOX	Blood Bank	2 years	NA
256	3000001277	TABLE TOP MICROPLATE CENTRIFUGE	Blood Bank	2 years	NA
257	3000001278	Deep freeze (-20°)	Lab Medicine & Pathology	2 years	NA
258	3000001279	ESR analyser	Lab Medicine & Pathology	2 years	NA
259	3000001280	Vaccum Assisted Tissue Processor	Lab Medicine & Pathology	2 years	NA
260	3000001281	Embedding Station with Hot & Cold Table & Paraffin Dispenser	Lab Medicine & Pathology	2 years	NA
261	3000001282	Microtome-Semi Automated	Lab Medicine & Pathology	2 years	NA
262	3000001283	Cryomicrotome	Lab Medicine & Pathology	2 years	NA
263	3000001284	Cytospin	Lab Medicine & Pathology	2 years	NA
264	3000001285	Downdraft ventilated, Stainless steel, Dissecting Bench	Forensic Medicine & Toxicology	2 years	NA
265	3000001286	Air purifier	Forensic Medicine & Toxicology	2 years	NA
266	3000001287	Cadaver lift Conveyor style	Forensic Medicine & Toxicology	2 years	NA
267	3000001288	Oscillating Electric Autopsy Saw	Forensic Medicine & Toxicology	2 years	NA
268	3000001289	Analytical Digital Balance single pan	Forensic Medicine & Toxicology	2 years	NA
269	3000001290	Dissecting Lights (Double Ceiling Mounts)	Forensic Medicine & Toxicology	2 years	NA

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
270	3000001291	Temporary Pacer	General Medicine & Immunology	2 years	NA
271	3000001292	Patient Care Simulator	Nursing	2 years	NA
272	3000001293	Patient Care Simulator Externally Controlled By Electronic Device	Nursing	2 years	NA
273	3000001294	BLS Practising Manikin	Nursing	2 years	NA
274	3000001295	ATLS Practising Manikin	Nursing	2 years	NA
275	3000001296	Gluteal IM Injection model	Nursing	2 years	NA
276	3000001297	DENTAL CHAIR	Dentistry	2 years	NA
277	3000001298	DENTAL DIGITAL RADIOGRAPHY SYSTEM WITH RADIOGRAPHY UNIT	Dentistry	2 years	NA
278	3000001299	SURGICAL MICROMOTOR WITH CONSOLE	Dentistry	2 years	NA
279	3000001300	HEAVY DUTY SUCTION	Dentistry	2 years	NA
280	3000001301	LAB MICROMOTOR	Dentistry	2 years	NA
281	3000001302	LED LIGHT CURE UNIT	Dentistry	2 years	NA
282	3000001303	Endomotor - Endodontic Electric Motor	Dentistry	2 years	NA
283	3000001304	ULTRASONIC CLEANER	Dentistry	2 years	NA
284	3000001305	UV CABINET FOR EACH CHAIR	Dentistry	2 years	NA
285	3000001306	PHYSIODISPENSER WITH REDUCTION GEAR HANDPIECE	Dentistry	2 years	NA
286	3000001307	HEAVY DUTY DENTAL VIBRATOR	Dentistry	2 years	NA
287	3000001308	DENTAL EXTRACTION INSTRUMENTS	Dentistry	2 years	NA
288	3000001309	SURGICAL SAW UNIT WITH CONSOLE	Dentistry	2 years	NA
289	3000001310	SUBCONDYLAR AND RAMUS FIXATION WITH TRANSBUCCAL SET	Dentistry	2 years	NA
290	3000001311	HAND PIECE CLEANING SYSTEM	Dentistry	2 years	NA
291	3000001312	SURGICAL LOUPES	Dentistry	2 years	NA
292	3000001313	Dental Hard Tissue Laser Machine	Dentistry	2 years	NA
293	3000001314	Portable Dental Chair with unit	Dentistry	2 years	NA
294	3000001315	Pure tone Audiometer	ENT	2 years	NA
295	3000001316	Tympanometer	ENT	2 years	NA
296	3000001317	OAE (screening)	ENT	2 years	NA
297	3000001318	BERA with ASSR	ENT	2 years	NA
298	3000001319	Shaver System cum micro drill	ENT	2 years	NA
299	3000001320	Xenon head light with micro camera	ENT	2 years	NA
300	3000001321	Radiofrequency Unit for ENT	ENT	2 years	NA
301	3000001322	Photo – slit lamp with applanation tonometer	Ophthalmology	2 years	NA
302	3000001323	Noncontact tonometer	Ophthalmology	2 years	NA
303	3000001324	ND : YAG Laser	Ophthalmology	2 years	NA

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
304	3000001325	Auto Refractometer	Ophthalmology	2 years	NA
305	3000001326	Indirect Ophthalmoscope (Wireless)	Ophthalmology	2 years	NA
306	3000001327	Autolensometer	Ophthalmology	2 years	NA
307	3000001328	Hand held Keratometer	Ophthalmology	2 years	NA
308	3000001329	Teller Acuity Charts	Ophthalmology	2 years	NA
309	3000001330	Neonatal open care system	Paediatrics	2 years	NA
310	3000001331	Weighing Machine (nappy)	Paediatrics	2 years	NA
311	3000001332	Neonatal Ventilators with HFO	Paediatrics	2 years	NA
312	3000001333	Micromethod bilirubin analyzer	Paediatrics	2 years	NA
313	3000001334	Bubble CPAP machine	Paediatrics	2 years	NA
314	3000001335	Paediatric OT table	Paediatrics	2 years	NA
315	3000001336	Cardiotocography Machine	Oby & Gynae Surgery	2 years	NA
316	3000001337	Delivery Bed	Oby & Gynae Surgery	2 years	NA
317	3000001338	Cryo Surgical System	Oby & Gynae Surgery	2 years	NA
318	3000001339	Caesarean set	Oby & Gynae Surgery	2 years	NA
319	3000001340	Hysterectomy set	Oby & Gynae Surgery	2 years	NA
320	3000001341	MTP Suction	Oby & Gynae Surgery	2 years	NA
321	3000001342	ICU monitor	Anaesthesia ICU	2 years	NA
322	3000001343	DVT pump	Anaesthesia ICU	2 years	NA
323	3000001344	Transport Monitor	Anaesthesia ICU	2 years	NA
324	3000001345	Non-invasive Ventilator	Anaesthesia ICU	2 years	NA
325	3000001346	ICU Beds	Trauma & ICU	2 years	NA
326	3000001347	ICU Universal Ventilator	Trauma & ICU	2 years	NA
327	3000001348	Haemodialysis machine	Trauma & ICU	2 years	NA
328	3000001349	Anaesthesia work station	Trauma & ICU	2 years	NA
329	3000001350	Defibrillator	Anaesthesia OT	2 years	NA
330	3000001351	Patient warming System	Anaesthesia OT	2 years	NA
331	3000001352	Blood & Fluid Warming Device	Anaesthesia OT	2 years	NA
332	3000001353	Recovery trolley	Anaesthesia OT	2 years	NA
333	3000001354	Nerve Stimulator	Anaesthesia OT	2 years	NA
334	3000001355	Automatic Tourniquet System	Orthopaedic OT	2 years	NA
335	3000001356	Orthopaedic Bed with Balkan frame with traction attachment	Orthopaedic Ward and OPD	2 years	NA
336	3000001357	Heart Lung Machine	CTVS	2 years	NA
337	3000001358	ACT machine	CTVS	2 years	NA
338	3000001359	Sternal Saw	CTVS	2 years	NA
339	3000001360	Surgical Loupes	CTVS	2 years	NA
340	3000001361	ABG machine	CTVS	2 years	NA
341	3000001362	OT-Table Electro Hydraulic	CTVS	2 years	NA

Sl. No.	Event/ RFx no.	Item Name	Group	Required Warranty Period	Required CMC Period
342	3000001363	Fowler Bed	Furniture	2 years	NA
343	3000001364	Paediatric Bed	Furniture	2 years	NA
344	3000001365	Bedside Locker	Furniture	2 years	NA
345	3000001366	Adjustable Over Bed Table	Furniture	2 years	NA
346	3000001367	Instrument Trolley	Furniture	2 years	NA
347	3000001368	Crash Cart	Furniture	2 years	NA
348	3000001369	Dressing Trolley	Furniture	2 years	NA
349	3000001370	Monitor Trolley	Furniture	2 years	NA
350	3000001371	Stretcher Trolley	Furniture	2 years	NA
351	3000001372	Emergency & Recovery Trolley	Furniture	2 years	NA
352	3000001373	Examination Couch	Furniture	2 years	NA
353	3000001374	Soiled Linen Trolley	Furniture	2 years	NA
354	3000001375	Wash Basin Stand Two Tier	Furniture	2 years	NA
355	3000001376	Kick Bucket	Furniture	2 years	NA
356	3000001377	Saline Stand with SS Rod	Furniture	2 years	NA
357	3000001378	Revolving Stool	Furniture	2 years	NA
358	3000001379	Bedside Stool/All Purpose	Furniture	2 years	NA
359	3000001380	Double Step Stool	Furniture	2 years	NA
360	3000001381	Birthing Bed (Motorized)	Furniture	2 years	NA
361	3000001382	Wheel Chair	Furniture	2 years	NA
362	3000001383	3 Fold Bedside Screen	Furniture	2 years	NA
363	3000001384	Cylinder Trolley	Furniture	2 years	NA

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

1. Destination/Consignee details

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

2. Delivery Period:

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

60 days from date of Supply Order.

b) For Imported goods directly from foreign:

90 days from the date of Supply order or 60 days from the date of LC, whichever is earlier.

3. Terms of Delivery:

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

Free Delivery at Consignee Site

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

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on DDP basis, at consignee site.

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

4. Scope of Incidental Services:

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

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

5. Warranty:

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

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

6. Comprehensive Maintenance Contract (CMC)

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

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

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

2. After Sales Service:

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

3. Training:

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

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for the period as specified in the List of Requirement on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/service/operational manual, but at least once in six months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will not be added for Ranking/Evaluation purpose.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in **3 months** commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey (wherever applicable):

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

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

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

Note 1: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

Note 2: General: Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyser/ Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment. If the Electrical Safety Analyser/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note 3: Supplier should provide adequate training of personnel and supply only non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

Note 4: Training shall be given to the doctors, nurses, operators with proper training material, adequate operating manual & preliminary troubleshooting.

SECTION-VII

TECHNICAL SPECIFICATIONS

- ❖ **Specification for the item relevant to the Event/RFx no. has only been provided to the respective RFx no. in the e-tender platform at <https://etender.lifecarehll.com/irj/portal>**
- ❖ **Specifications of all the equipment mentioned at Section -VI, in the Table for ‘List of Requirement’ have been furnished separately as part of this document while publishing in other websites mentioned in the NIT at Section-I**

SECTION – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

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

Signature and seal of the Tenderer

SECTION – IX

Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Indian agent.
02. (a) The manufacturer should have successfully executed at least one supply order/ contract during last three years from the date of Tender opening, for the similar equipment performing similar functions and meeting major specification parameters of the quoted item, which is functioning satisfactorily in India.
(b) The Tenderers quoting as authorized Indian agent of the manufacturer meeting the above criteria 02(a) should be a supplier of medical equipment for the last 1 year prior to bid opening.

Note:

1. In support of 2 (a) & 2(b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'. The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance cum installation Certificate in respect of above, duly translated in English and self-certified along with the tender.
2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'

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

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

Signature and seal of the Tenderer

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

FORMAT OF PERFORMANCE CERTIFICATE

To whom it may concern

Date_____

Certified that M/s_____*(name & address of manufacturer)***supplied us** _____*(indicate quantity of equipment)***no./set of** _____*(indicate name of the equipment along with model details, if any)***against our order no.** _____**dtd.**_____*(indicate order no & date as figuring in the performance statement)***The equipment was installed, commissioned and handed over to us on** _____*(indicate date)***and since then the equipment is working to our entire satisfaction.**

Place:_____

(Name & Designation of the

Date:_____

officer with seal)

(in capital letters)

SECTION – X

TENDER FORM

Date_____

To

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

Ref. Your TE document No. _____ dated _____

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

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

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

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

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

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

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

1	2	3	4							5
Schedule	Brief Description of Goods	Country of Origin	Price per unit (Rs.)							Total Price (at Consignee Site) basis (Rs.)
			Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf	Excise Duty (if any) [%age & value]	Sales Tax/ VAT(if any) [%age & value]	Transportation Charges	Insurance charges for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	
			(a)	(b)	(c)	(d)	(e)	(f)		4 x 5(g)

Unit Tender price in Rupees: _____

In words: _____

Note: -

- The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C

Place: _____

Date: _____

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4										
Schedule	Brief Description of Goods	Country of Origin	Price per unit (Currency)										
			Gross FOB price at sea/air port of Lading (inclusive of Agency Commission)	Amount and percentage of Agency Commission **	Net FOB (excluding Agency Commission) (a-b)	Insurance & Freight	Net CIP by Air/ Sea at the port of entry (c+d)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable) **	Custom Clearance & Handling Charges **	Loading/ unloading, inland transportation, insurance as per Clause 11 of GCC & incidental cost till consignee's site **	Installation commissioning, supervision. Demonstration & training at the consignee's site **	Unit price on DDP basis at consignee's site	
												(i) In Indian Rupees (b+f+g+h+i)	(ii) In foreign currency (e)
			(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	

Unit price at Consignee's site

** (i) In Indian Rupees Rs. _____ (In figures and words) plus
(ii) In foreign currency _____ (In figures and words)

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of DDP and INCOTERMS
2. The bidders break up of prices under various columns are for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.
4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.
5. The prices quoted in foreign currency in column (e) shall be converted in Rupees at the selling rate of exchange applicable on the date of tender opening. The customs duty amount so worked out as percentage of net CIP value in rupees will be taken for evaluation and comparison of tenders

Name: _____

Business address: _____

Signature of Tenderer: _____

Seal of Tenderer: _____

Place: _____

Date: _____

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

1	2	3	4					5
Item Sl. No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Comprehensive Maintenance Contract Cost for 5 (or as specified) Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

- * After completion of Warranty period

NOTE:-

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

Name_____

Business Address_____

Place: _____

Date: _____

Signature of Tenderer_____

Seal of the Tenderer_____

SECTION – XII

QUESTIONNAIRE

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

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

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

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

a) fails or refuses to furnish the performance security for the due performance of the contract.

or

b) fails or refuses to accept/execute the contract.

or

c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION – XIV

MANUFACTURER'S AUTHORISATION FORM

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

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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

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

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

Yours faithfully,

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

[Name & address of the manufacturers]

Note:

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Head of Hospital/Institute/Medical College

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

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

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

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

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

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

This guarantee shall be valid upto _____(*indicate date*)

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

.....
Name and designation of the officer

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

SECTION – XVI

CONTRACT FORM – A

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

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

To
Name of the firm
Address

Sub: Rate Contract for supply of
Valid upto

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

Dear Sir,

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

SCHEDULES ANNEXED

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

Yours faithfully

Schedule "A"

1. RATE CONTRACT NO. _____ DATED _____ FOR THE
SUPPLY OF _____
(Nomenclature of Stores)

2. ADVACNE RATE CONTRACT NO. _____

3. (a) NAME AND FULL ADDRESS
OF THE FIRM

Supplier's
Code No. _____

Telephone No. _____

FAX No. _____

3. (b) NAME AND ADDRESS OF

MANUFACUTRER _____

4. VALIDITY OF RATE CONTRACT: _____

5. DESCRIPTION OF ITEM, SPECIFICATION, UNIT RATE

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

6. TERMS OF DELIVERY : _____

7. EXCISE DUTY : _____

8. SALES TAX/VAT : _____

9. CMC : _____

10. DELIVERY PERIOD : _____

11. SLAB DISCOUNT, IF ANY : _____

12. PRICES : Prices are Firm and Final

13. MINIMUM QUANTITY IN
SINGLE SUPPLY ORDER : _____

14. STATUS OF RC HOLDING FIRM : LST/MSE/PSU

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

SCHEDULE “B”

(SPECIAL CONDITIONS APPLICABLE TO THE RATE CONTRACT)

SCHEDULE "C"

LIST OF PARALLEL RATE CONTRACT

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT****Annual CM Contract No.** _____ **dated** _____

Between

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

And

(Name & Address of the Supplier)

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

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

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

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

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

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

(Signature, name and address
of Institute official)

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SUPPLY ORDER AGAINST RATE CONTRACT- FORM – C

M/s –

Supply Order No:

Date:

Rate Contract No:

Dated:

Period of Rate Contract:

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

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

4. Details of Stores order:

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

5. Excise Duty:
6. Central Sales Tax/VAT:
7. Total Value (Rs):
(Words):
8. Terms of Delivery:
9. Delivery Period
10. Inspection Agency:
11. Paying Authority:
12. Mode of Dispatch:
13. Consignee Details:

Signature with
Name & Designation

Copy to:

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

To,
M/s

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

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

Copy to,

1. M/s HITES
- 2.

SECTION – XVIII**FINAL ACCEPTANCE CERTIFICATE**

(To be given by the Consignee)

No _____

Date _____

To

M/s (Name & address of supplier)

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no. 2 in accordance with the contract/technical specifications. The same has been installed and commissioned.

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

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

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

- The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
- The supplier has fulfilled its contractual obligations satisfactorily ##
or
- The supplier has failed to fulfil its contractual obligations with regard to the following:
 - o He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
 - o He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

- The supplier as specified in the contract has not done training of personnel.
- The extent of delay for each of the activities to be performed by the supplier in terms of the contract is
- The amount of recovery on account of non-supply of accessories and spares is given under Para no. 2.
- The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature

Name

Designation with stamp

##Explanatory notes for filling up the certificate:

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

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

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

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

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you submitted the certificate of incorporation?			
19	Whether the firm is LIS or MSE. In case of LSI whether percentage of purchase from MSE indicated?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any. Non submission of the above information/documents makes the bid liable to be ignored without any further reference to the Bidder.

(Signature with date)

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

(Name, address and stamp of the tendering firm)

SECTION XX

FORM OF INTEGRITY PACT

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

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

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

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

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

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

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

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

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

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

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

Place:

Date:

Signature on behalf of Supplier firm.....

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

Full address of the Supplier Firm.....

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

SECTION-XXI

(Notice-cum-Cancellation Letter)

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

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

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

Sub: Rate Contract for supply of
Valid upto

Dear Sir,

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

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

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

Your faithfully

For and on behalf of the Purchaser

SECTION XXII

REVOCATION-CUM-CANCELLATION

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

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

Sub: Rate Contract for supply of
Valid upto

Sir,

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

- (a)
- (b)

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

Yours faithfully

(M/s.....)

Note for Purchase Officer:-

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

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

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