

**DOMESTIC  
TENDER ENQUIRY DOCUMENT**

**FOR PURCHASE OF  
GENERAL FURNITURE  
FOR GMC, BHOPAL**

On behalf of

**The Dean,**

**Gandhi Medical College**

**HITES/PCD/MP/02/GMC-BPL-FURNITURE/17-18**

*Through*



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## SECTION I

## NOTICE INVITING TENDER (NIT)

**Tender Enquiry No.: HITES/PCD/MP/02/GMC-BPL-FURNITURE/17-18 Dated: 27.10.2017**

- (1) Procurement & Consultancy Services Division of **HLL Infra Tech Services Limited (HITES)**, a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf The Dean, Gandhi Medical College, Bhopal, invites e-tenders, from eligible and qualified tenderers for supply of General Furniture to New OPD Block, upcoming at Gandhi Medical College Bhopal, Madhya Pradesh as mentioned in this Tender Enquiry Document:

Sch. No	RFx No	Equipments	Quantity	EMD	Tender Processing Fee
1	3000002300	General Furniture for New OPD Block	LS (Lump sum)	1,00,000	2,360
2	3000002339	Hospital Furniture for New OPD Block	LS (Lump sum)	1,00,000	2,360

**Note: Tender processing Fee is inclusive of GST @18% (Our GSTIN: 09AADCH4882R1ZP)  
The bidder must quote for all the items in the BOQ of each Schedule, failing which the bid will be considered Non- Responsive.**

- (2) Tender timeline:

Sl. No.	Description	Schedule
a.	Last date for receipt of Pre-bid queries	04.11.2017, 06.00 PM
b.	Pre-bid meeting date, time, Venue	06.11.2017, 02:00 P.M <b>Seminar Hall, Microbiology, Gandhi Medical College, Bhopal</b>
c.	Closing date & time for submission of online bids	27.11.2017, 06:00 PM
d.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	28.11.2017, 02:00 PM
e.	Time and date of opening of online bids	28.11.2017, 02:30 PM
f.	Venue for :- • Submission of tender processing fee, EMD in physical form. • Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

\* Bidders have to submit Original Bank Instruments for tender processing fee and EMD within the above mentioned date and time

**SPECIFIC Instructions for e-Tender Participation:-**

- (3) The tenders are invited through the e-tender portal of HLL/HITES (<https://etender.lifecarehll.com/irj/portal>) only.

- (4) The prospective bidders have to register in the e-tender portal for participating in the tender. There is no registration fee. The instruction for registering in the portal along with video tutorial is available in the *Bidder Help Documents* provided in the e-tender portal login screen.
- (5) Bidders should have a valid Class 3 Digital Signature Certificate with signing and encryption keys.
- (6) On completion of the registration process, the bidders will be provided user ID and password within 72 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**).
- (7) Bidders can access the portal for viewing/ downloading the tender enquiry document & uploading tender(s) after the receipt of User ID & Password.
- (8) Bidders are requested to go through the *Bidder Help Documents* on e-tender portal before proceeding for bidding.
- (9) The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organisation
- (10) Tenderer may download the tender enquiry documents from the web site [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal>.
- (11) The submission of tender online can only be done thru' <https://etender.lifecarehll.com/irj/portal>.
- (12) All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
- (13) Tenderers shall ensure that their bids, complete in all respects, are submitted online through HLL e-portal (as described above) ONLY. No DEVIATION is acceptable.

**CEO**  
**HLL Infra Tech Services Limited**

**SECTION - II**  
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## A. PREAMBLE

### 1. Definitions and Abbreviations

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

#### 1.2. Definitions:

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

#### 1.3 Abbreviations:

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

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

## 2. Introduction

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

## 3. Availability of Funds

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

## 4. Language of Tender



- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.
- 5. Eligible Tenderers**
- 5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.
- 6. Eligible Goods and Services**
- 6.1 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. **This being domestic tender goods should be manufactured or sourced at India.**
- 7. Tendering Expense**
- 7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

## **B. e-TENDER ENQUIRY DOCUMENTS**

### **8. Content of Tender Enquiry Documents**

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

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

- Section XVI – Contract Forms A & B  
 Section XVII – Proforma of Consignee Receipt Certificate  
 Section XVIII – Proforma of Final Acceptance Certificate by the consignee  
 Section XIX – Consignee List

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

## 9. Amendments to TE documents

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.  
 9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, to all prospective tenderers, who have received the TE documents and will be binding on them.  
 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## 10. Clarification of TE documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to [pcd@hllhites.com](mailto:pcd@hllhites.com) and [bmenoida@hllhites.com](mailto:bmenoida@hllhites.com). The purchaser will respond to such request provided the same is received by the purchaser **within the due date mentioned in the NIT. Any queries/representations received later shall not be taken into cognizance.**

## C. PREPARATION OF e-TENDERS

### 11. Documents comprising the e-Tender

- 11.1 The tender(s) shall only be submitted online as mentioned below:
- (i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, EMD, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.
  - (ii) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry.

#### Note:

- (i) The Tender Processing Fee and EMD, in favor of HLL Infra Tech Services Ltd, are to be submitted in physical form as per Section - I, Notice Inviting Tender, of this tender enquiry.
- (ii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Techno-Commercial Bid.

**A) Details of Technical Tender (Un priced Tender)**

**Bidders shall furnish the following information along with technical tender:.**

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) 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.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization **strictly as per the prescribed format (Section - XIV).**
- vi) Power of Attorney issued by Competent Authority in favour of the person **who is digitally signing/ uploading the tender(s).**
- vii) 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.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) 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).
  - x) Certificate of Incorporation.
  - xi) Self-Attested copies of VAT registration certificate and PAN Card.
  - xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
  - xiii) Self-Attested copies of quality certificates i.e. US FDA /CE Certificate issued by competent authority, if applicable.
  - xiv) Documentary evidence stating the status of bidder.
  - xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
  - xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
  - xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
  - xviii) A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
  - xix) **Copies of original product catalogues / data sheet must be enclosed of all quoted items.**

**B) Price Bid:**

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

**Note:**

- (i) **The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.**

- (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- (iii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.

- 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 fulfill any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.
- 11.4 Tender sent by fax/telex/cable shall be ignored.

## 12. Tender currencies

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

## 13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 Deleted.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
  - 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
    - a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and rawmaterial used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
    - b) Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;
    - c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from ware house 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 as specified in the List of Requirements and Price Schedule;
    - d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;

13.4.2 Deleted

**13.5 Additional information and instruction on Duties and Taxes:**

13.5.1 If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

13.5.2 Deleted

13.5.3 Deleted

**13.5.4 Octroi Duty and Local Duties & Taxes:**

Deleted . No additional amount other than GST will be paid.

13.5.5 Deleted

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

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

13.6 Deleted

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

13.8 Deleted

13.9 The need for indication of all such price components by the 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 Deleted.

**15. Firm Price**

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered

**16. Alternative Tenders**

16.1 Alternative Tenders are not permitted.

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

16.3 Only one tenderer is permitted to quote for the same manufacturer irrespective of models

## 17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
  - c) Deleted
  - d) Deleted

## 18. Documents establishing good's Conformity to TE document.

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

## 19. Earnest Money Deposit (EMD)

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

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

19.8 Deleted

## **20. Tender Validity**

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

## **21. Digital Signing of Tender**

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorised person having Class 3 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 along with the Techno-Commercial Bid in excel format:
- a) Scanned copies of tender processing fee and EMD
- b) 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).

- c) Tender Form as per Section X.
- d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc
- e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
- f) Copy of PAN.
- g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.
- h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2016, in pdf format.
- i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- l) 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.
- m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.

**(ii) PRICE BID (ONLY ONLINE)**

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
- b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
- c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.
- d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.
- e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

22.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

**23. Late Tender:**

23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. However, if the necessary Tender Processing Fee and EMD in original are not



submitted within the scheduled time, the tender shall be declared as late tender and online tender shall not be opened and shall be ignored.

## 24. Alteration and Withdrawal of Tender

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

## E. TENDER OPENING

### 25. Opening of Tenders

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

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

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

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

- 25.3 This being a Two - Tender system, 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.

## F. SCRUTINY AND EVALUATION OF TENDERS

### 26. Basic Principle

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

### 27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.
- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 Deleted
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do

not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.

- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender validity is shorter than the required period.
  - (ii) Required EMD or its exemption documents have not been provided.
  - (iii) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.
  - (iv) Poor/ unsatisfactory past performance.
  - (v) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (vi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
  - (vii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted schedule.
  - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

## **28. Minor Informality/Irregularity/Non-Conformity**

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such ‘minor’ issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **29 Discrepancies in Prices**

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

## **30. Discrepancy between original and copies of Tender**

Not applicable being e-Tender.

## **31. Qualification Criteria**

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

- 31.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

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

**The Notification is available in the below link:**

[http://www.finmin.nic.in/the\\_ministry/dept\\_expenditure/ppcell/RelaxNorms\\_StartupMedEnterpris\\_e25072016.pdf](http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StartupMedEnterpris_e25072016.pdf)

**The FAQs are available in the below link:**

[http://dipp.nic.in/English/Investor/startupindia/FAQs\\_StartupIndia\\_30March2016.pdf](http://dipp.nic.in/English/Investor/startupindia/FAQs_StartupIndia_30March2016.pdf)

**Note:- Definition of Startup (only for the purpose of Government schemes)**

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

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

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

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

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

**32. Conversion of tender currencies to Indian Rupees**

- 32.1 Deleted,

**33. Schedule-wise Evaluation**

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

**34. Comparison of Tenders**

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

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

- 35.1 Further to GIT Clause 34 above, the purchaser’s evaluation of a tender will include and take into account the following:

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

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

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**Note:- Definition of Startup (only for the purpose of Government schemes)**

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

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

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

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

**35.4 Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

### **36. Tenderer's capability to perform the contract**

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

### **37. Contacting the Purchaser**

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

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

## **G. AWARD OF CONTRACT**

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

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

### **39. Award Criteria**

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

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

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

### **41. Notification of Award**

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

### **42. Issue of Contract**

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.

- 42.3 The Purchaser/Consignee reserves the right to issue the Notifications of Award consignee wise.
- 43. Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/Consignee**
- 43.1 Failure of the successful tenderer in providing performance security, Proforma Invoice and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.
- 44. Return of EMD**
- 44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.
- 45. Publication of Tender Result**
- 45.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.
- 46. Corrupt or Fraudulent Practices**
- 46.1 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
  - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**SECTION - III**  
**SPECIAL INSTRUCTIONS TO TENDERERS**  
**(SIT)**

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

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

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

**SUBMISSION OF e-TENDERS**

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- (ii) Except Tender Processing Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
  - i) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
  - ii) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.
  - iii) The file name of price bid should match the file of the price bid format uploaded by the purchaser in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the event is in **Display Mode**.



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

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

**1. Application**

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

**2. Use of contract documents and information**

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

**3. Patent Rights**

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, 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 twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:  
It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee 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.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Deleted.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College 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 including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

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

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

## **8. Inspection, Testing and Quality Control**

- 8.1 The purchaser and/or its nominated representative(s) will, 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.
- 8.2 The Purchaser reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Purchaser as deemed fit shall resort to all these inspection or may waive off any of the inspection.

- 8.3 Stage Inspection: The Supplier shall offer semi-finished product without paint for stage inspection supported with invoice & test report of major raw material as per relevant specification standards.
- 8.4 Before resorting to Bulk Manufacturing, the supplier shall offer/send the prototype/actual finished sample for approval by Inspector. The approval of Samples shall be in respect of workmanship and finishing and shall be without prejudice to the rights of purchaser/user to get random testing of items during pre-dispatch inspection or from the actual lot offered. In the event of the failure of the supplier to deliver the sample by the date specified in the contract or any other date agreed by the purchaser or in the event of rejection of the sample second time, the purchaser shall be entitled to cancel the contract and purchase the stores at the risk and cost of the supplier
- 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.
- 8.6 The Inspector shall have full and free access at any time during the execution of the contract to the Supplier's works for satisfying himself that the goods are being manufactured in accordance with the specifications mentioned in the Contract, and he may require the Supplier to make arrangements for inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-Supplier, he shall in his contract with the sub-Supplier, serve to the Inspector a similar right, provided, however, such inspection shall not preclude the purchaser/inspection authority from re-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/inspection authority in this regard shall be final and binding on the Supplier. All terms and conditions of the contract as they apply to the inspection shall also apply to the re-inspection.

The Supplier shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with conditions aforesaid, the Inspector shall, in his sole judgement, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.

The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or for special/independent tests.

The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

- 8.7 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.
- 8.8 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.

- 8.9 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.
- 8.10 The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications

Further to above if on the goods being rejected by the Inspector or consignee at the destination, the Supplier fails to make satisfactory supplies within the stipulated period of delivery the Purchaser shall be at liberty to :-

- (i) Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.
- (ii) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available without notice to the Supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or
- (iii) Cancel the contract and purchase or authorise the purchase of the goods or goods of a similar description (when goods exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Supplier.
- (iv) The Inspector shall have the power:-
  - (a) before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
  - (b) to reject any goods submitted as not being in accordance with particulars.
  - (c) to reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
  - (d) to demand all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work. However if goods are accepted all cost incurred shall be born by the Purchaser.
  - (e) To mark the rejected goods with a rejection mark so that they may be easily identified if re-submitted.

Inspector's decision as regards the rejection shall be final and binding on the Supplier.

## **9. Terms of Delivery**

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

## **10. Transportation of Goods**

- 10.1 Deleted.

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

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

**11. Insurance:**

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

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

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

**12. Deleted.****13. Incidental services**

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

Supplying Assembly drawings/pamphlets for assembly/upkeep of furniture if applicable.

**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 / courier (or as instructed in the contract):

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

B) Deleted.

**15. Warranty:**

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 **The on-site replacement warranty shall remain valid for a period of 36 Months** from the date of recording of acceptance of goods at site.

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 10 days replace the defective goods free of cost, at the ultimate destination. The supplier shall take over the replaced goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced goods thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

15.5 In the event of replacement of defective goods during the warranty period, the warranty for the replaced goods shall be extended for a further period as mentioned under Clause 15.2 to the date such goods starts functioning to the satisfaction of the purchaser.

15.6 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 10 days the purchaser may proceed to take such remedial action(s) as deemed fit 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 consignee site at least once in 4 months commencing from the date of delivery of the goods for preventive maintenance of the goods.

15.8 Deleted.

15.9 Deleted.

15.10 Deleted.

**16. Assignment**

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

17. Deleted.

**18. Modification Of Contract**

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

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

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

## **19. Prices**

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

## **20. Taxes and Duties**

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

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

## **21. Terms and mode of payment**

### **21.1 Payment Terms**

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

#### **a) On delivery:**

75% payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises 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;

#### **b) On Acceptance:**

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

21.2 The supplier shall not claim any interest on payments under the contract.

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.4 Deleted.

21.5 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 Inspection Note duly received by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

## **22. Delivery**

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

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

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

22.6.1 Passing of Property:

22.6.2 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.

22.6.3 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.

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

## 23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

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

## 24. Termination for default

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

within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## **25. Termination for insolvency**

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

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. Termination for convenience**

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be

accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

## **28. Governing language**

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

## **29. Notices**

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

## **30. Resolution of disputes**

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

## **31. Applicable Law**

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

## **32. Withholding and Lien in respect of sums claimed**

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

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

### 33. General/ Miscellaneous Clauses

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ 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 warranty and CMC period will be as mentioned in the list of requirement as per section VI of the tender enquiry.**

**SECTION - VI****LIST OF REQUIREMENTS****Part I**

Sch. No.	SN	Item Description	Qty
1	1	Executive Table with Pedestal	21
	2	Executive High Back Chair	20
	3	Staff Table	80
	4	Fix Visitor Chair Without Armrest	120
	5	Almirah	75
	6	Visitor(waiting) Seating	60
	7	Chair with writing pad	50
	8	Executive Mid Back chair	80
	9	Storage side Rack +Multipurpose Expandable Racksingle side	20
2	1	Fowler Bed with Mattress	30
	2	Examination Table	10
	3	SS round Revolving Stool	20
	4	Saline Stand	100
	5	S.S. Instrument Trolley(with SS bowl & Tray)	10
	6	Cylinder Trolley	5
	7	Crash Trolley	5
	8	Dressing Trolley- INSTRUMENT TROLLEY W/O BOWL BUCKET	5
	9	Wheel Chair	5

**Part II: Required Delivery Schedule:**

- i. The tenderer/supplier is required to have capability to supply bulk/large quantity in shortest time.
- ii. The quantity mentioned in List of requirement must be supplied within forty five days of Notification of Award or within Thirty days from the date of approval of advance sample.
- iii. The finished advance sample shall be given within Fifteen days from the Date of Notification of Award before resorting to bulk manufacturing/supplies.

**Note:** The Purchaser/Consignee reserves the right to extend the delivery period at its discretion.

**Part III: Scope of Incidental Services:**

As specified in GCC Clause 13

Part IV:  
Deleted

**Part V:**  
**Deleted**

**Part VI:**  
Required Terms of Delivery and Destination  
**Free at Consignee's Site**

Destination/Consignee details are given in Section XXI

**. Section – VII  
Technical Specifications**

**Schedule: 1:  
General Furniture for New OPD Block**

SN	Item Description	Qty	Specification
1	Executive Table with Pedestal	21	Providing & Placing of Staff Table: Table should have overall dimensions 1365(W) X 680(D) X 735(H) mm. Table Top work surface should have Panels made from 18 ± 0.5 mm thick Pre-Laminated Boards as per with 2 mm thick PVC Edge banding on all sides. Understructure should be of tubular frame with dia: 25 ± 0.3mm X 1.2 ± 0.096mm thk MS ERW tube. Modesty Panel should be made from 1.0 ± 0.09 mm thk powder coated 50 microns(±10) CRCA MS. Table should contain both side 3 and 2 drawer units. Storage Shell and drawer front should be made of 0.6 mm thk CRCA as per IS-513. Drawer Tray & back should be made of 0.5mm thk CRCA as per IS-513. Drawer should contain cam locks and Plastic Handle. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller/Knoll or Equivalent Make.
2	Executive High Back Chair	20	Providing & Placing of GRIHA CERTIFIED Executive High Back Chair: The seat and back should be made up of 1.2 ± 0.1 cm thick hot pressed plywood measured as per QA method described in OCP- QLTA-P14-18 and upholstered with fabric upholstery covers and moulded Polyurethane foam. The back foam should be designed with contoured lumbar support for extra comfort. The seat has extra thick foam on front edge to give comfort to popliteal area. Back size of 47.5 cm.(W) x 69.5 cm.(H) & seat size 47.0 cm.(W) x 48.0 cm.(D). The Foam used in chair should be High Resilience(HR) Polyurethane foam which shall be moulded with density = 45 ± 2 kg/m <sup>3</sup> and Hardness = 16 ± 2kgf on Hampden machine at 25% compression. The armrest(fixed) should be one-piece armrests are injected moulded from Black co-polymer polypropylene. The armrests shall be scratch and weather resistant. The armrests shall be fitted to the seat with armrest brackets made of 0.5cm. thk. HR steel. CENTRE TILT SYNCRO MECHANISM: The mechanism should be designed with the following features: 360° revolving type, Upright position locking , Seat/back tilting ratio of 1:3 & Tilt tension adjustment (6 DEG SEAT TILT/18 DEG BACK TILT). PNEUMATIC HEIGHT ADJUSTMENT: The pneumatic height adjustment shall have an adjustment stroke of 12.0 ± 0.3cm. TELESCOPIC BELLOW ASSEMBLY: The bellow shall be 3 piece telescopic type and it is injection moulded in black Polypropylene. PEDESTAL ASSEMBLY: The pedestal is injected moulded in black 33% glass filled Nylon -66 and fitted with 5 nos. twin wheel castors. The pedestal shall be 66.3 ± 0.5 cm. pitch-centre dia. (76.3 ± 1.0 cm with castors). TWIN WHEEL CASTORS: The twin wheel castors are injection moulded in 30% glass filled black Nylon. Overall dimensions of Chair shall be Width- 76.3 cm, Depth- 76.3cm, Height- 97.0cm-109.0cm, Seat Height- 42.5cm-54.5cm. Design as approved by Technical Committee Approved Make Godrej/Hayworth/Hermenmiller/Knoll or Equivalent Make.
3	Staff Table	80	Providing & Placing of Staff Table: Table should have overall dimensions 1199(W) X 590(D) X 735(H) mm. Table Top worksurface should have Panels made from 18 ± 0.5 mm thick Pre-Laminated Boards as per with 2 mm thick PVC Edge banding on all sides. Understructure should be of tubular frame with dia: 25 ± 0.3mm X 1.2 ± 0.096mm thk MS ERW tube. Modesty Panel should be made from 1.0 ± 0.09 mm thk powder coated 50 microns(±10) CRCA MS. Table should contain 3 drawer units. Storage Shell and drawer front should be made of 0.6 mm thk CRCA as per IS-513. Drawer Tray & back should be made of 0.5mm thk CRCA as per IS-513. Drawer should contain cam locks and Plastic Handle. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller/Knoll or Equivalent Make.



SN	Item Description	Qty	Specification
4	Fix Visitor Chair Without Armrest	120	Visitor Chair - Providing and fixing of chairs GRIHA certified having SEAT/BACK ASSEMBLY made up of 1.2 ±0.1cm. thick hot-pressed plywood and upholstered with-fabric upholstery covers and moulded Polyurethane foam. The back foam shall be designed with contoured lumbar support for extra comfort. The seat to be extra thick foam on front edge to give comfort to popliteal area. BACK SIZE shall be 47.5 cm. (W) x 58.0 cm. (H) and SEAT SIZE 47.0 cm. (W) x 48.0 cm. (D) with HIGH RESILIENCE (HR) POLYURETHANE FOAM to be moulded with density =45±2 kg/m <sup>3</sup> and hardness load 16 ± 2 kgf as per IS:7888 for 25% compression. The ARMRESTS :The one-piece armrests are injection moulded from black Co. polymer Polypropylene. The chairs shall have TUBULAR FRAME which is powder coated (OFT 40-60 microns) tubular frame is cantilever type & made of 02.54 ±0.03cm. x 0.2 ±0.016cm.thk. M.S. ER.W. Tube.Design as per approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller/Knoll or Equivalent Make.
5	Almirah	75	Providing & Placing of Almirah: It should have multi bend construction with interlocking design and full length over lapping doors and sides. Shelf should be made of 0.7mm thk (±0.07mm ) CRCA 'D'grade as per IS: 513 and doors and back should be of 0.8 mm thk (±0.08 mm) High yield Strength CRCA 'D'grade as per IS: 513, and other components should be of 0.9 mm thk (±0.08 mm) CRCA 'D'grade as per IS: 513. It Should have 4 no's of high wise adjustable shelf mountings with uniformly distributed load capacity per each full shelf is 40kg maximum i.e. Box file A4 size(85W X 345H X 285D) can be stored vertically on three shelves and the clear space above forth shelf is 240 mm. The leveler should be M10 screw type with hex plastic base. It should have three way bolting mechanism. All steel components should undergo eight tank anti rust treatment and oven baked epoxy polyester powder coated with 50 microns(±10) dry film thickness. The CRCA steel sheet used for the body is of 20 SWG / guage, as per IS-513 1994. It has 5 shelves made of 22 SWG / gauge CRCA steel sheet. It has six lever Mazak Zinc Plated Godrej Lock. It has scratch hardness of 3 Kgs as BS-3900 part E2 1970, IS-101. It sustains salt spray test of 1000 hrs. as per IS 101. It should have six lever Mazak Zinc Plated Godrej Lock. It should sustain salt spray test of 1000 hrs. as per IS 101. Overall size: 198.0 cm (H) x 91.6 cm (W) x 48.6 cm (D).approved Make Godrej/Hayworth/Hermenmiller/Hillrom or Equivalent Make.
6	Visitor(waiting) Seating	60	Providing and Placing of seating system standing on connecting beam with leg assemblies: The seat and back should be made of 0.12 ± 0.0096 cm thick CR steel perforated sheets which are welded to a seat/back frame assembly made of dia 1.9 ± 0.02cm X 0.16 ± 0.0128 cm thk MS ERW tube. Connecting Strips made of 0.5 ± 0.05 cm thk HR steel are welded to the structure for assembly with the connecting beam. The assembly is powder coated ( DFT 40-60 microns ), SEAT SIZE: 39.0cm. (W) X 41 .5cm. (D) BACK SIZE: 39.0cm. (W) X 21 .5cm. (H) (Approx.) CONNECTING BEAM ASSEMBLY: It should be a U-shaped fabricated assembly made of dia 3.81± 0.03 cm. ' x 0.2 ±0.016 cm thk MS ERW twin tubes. The connecting tubes are welded together with MS base plates made of 0.25 ±0.025 cm thick CR. Steel and mounting plate made of 0.5 ± 0.05 cm thk HR Steel. Threaded inserts are provided on both ends of each connecting tube for fixing leg assembly on each side. The connecting beam assembly is powder coated ( DFT 40-60 microns). LEG ASSEMBLY: It should be a 2-piece fabricated to form a box section made of 0.16 ± 0.0128 cm thk CR steel. Threaded nuts are welded to the box section for fixing adjustable glide screws. The leg assembly is powder coated (DFT 40-60 microns). ADJUSTABLE GLIDE: The adjustable glide is injection moulded in black Nylon 6 and is used for level adjustment of the beam seating on uneven floor surface. It is fitted to the leg assembly. Overall Size should be 152.0 cm(W), 46.0cm(D), 80.0 (H)cm. Seat height should be 46.0cm, total width should be 159.0cm and total depth should be 57.0cm. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller or Equivalent Make.

SN	Item Description	Qty	Specification
7	Chair with writing pad	50	Providing and Placing of teaching area chair with writing pad: The seat and back should be made from $1.0 \pm 0.1$ cm thk. water resistant, flat plywood measured as per QA method described' In OCP-QLTA-P14- 18 and upholstered with P.U. foam and fabric. BACK SIZE: 42.0cm. (W) X 26.5cm. (H). SEAT SIZE: 42.0cm. (W) X 42.0cm. (D). The HR Polyurethane foam should be moulded with density = $45 \pm 2$ kg/m <sup>3</sup> and Hardness load $16 \pm 2$ kgf as per IS:7888 for 25% compression.The tubular frame should be made of Dia $2.54 \pm 0.03$ cm. x $0.2 \pm 0.016$ cm. M.S. E.R.W. tube and a welded leg tube forming the armrest tube made of dia $2.54 \pm 0.03$ cm. x $0.2 \pm 0.016$ cm. M. S. E. R. W. tube to mm the Complete assembly, Which Is powder coated (DFT 40-60 microns). The desklet is fitted on the right hand side armrest - cum leg tube. The wooden desklet should be made of $1.8 \pm 0.05$ cm. thk. pre-laminated particleboard with $0.15 \pm 0.03$ cm. thk. P.V.C. lipping all around. SIZE: $54.0 \pm 0.1$ cm (W) X $29.0 \pm 0.1$ cm. (D) ARMRESTS: The one- piece armrests are made of black integral skin polyurethane foam with 50- 70 Shore hardness and reinforced with M.S. insert. The armrests are scratch and weather resistant. The paper tray should be made of Dia $0.4 \pm 0.005$ cm. M.S. wire spot welded to form a mesh. It is black powder coated ( DFT 40-60 microns ) with SIZE. $35.0 \pm 1.0$ cm. (W) X $36.0 \pm 1.0$ cm. (D). X $12.5 \pm 1.0$ cm. (H) overall Dimensions should be WIDTH (W): 54.0 CM. DEPTH (D): 71.5 CM. HEIGHT (H): 78.5 CM. SEAT HEIGHT (SH): 45.5 CM. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller or Equivalent Make.
8	Executive Mid Back chair	80	Providing & Placing of GRIHA CERTIFIED Executive High Back Chair: The seat and back should be made up of $1.2 \pm 0.1$ cm thick hot pressed plywood measured as per QA method described in OCP- QLTA-P14-18 and upholstered with fabric upholstery covers and moulded Polyurethane foam. The back foam should be designed with contoured lumbar support for extra comfort. The seat has extra thick foam on front edge to give comfort to popliteal area. Back size of 47.5 cm.(W) x 58.0 cm.(H) & seat size 47.0 cm.(W) x 48.0 cm.(D). The Foam used in chair should be High Resilience(HR) Polyurethane foam which shall be moulded with density = $45 \pm 2$ kg/m <sup>3</sup> and Hardness = $16 \pm 2$ kgf on Hampden machine at 25% compression. The armrest(fixed) should be one-piece armrests are injected moulded from Black co-polymer polypropylene. The armrests shall be scratch and weather resistant. The armrests shall be fitted to the seat with armrest brackets made of 0.5cm. thick. HR steel. CENTRE TILT SYNCRO MECHANISM: The mechanism should be designed with the following features: 360° revolving type, Upright position locking , Seat/back tilting ratio of 1:3 & Tilt tension adjustment (6 DEG SEAT TILT/18 DEG BACK TILT). PNEUMATIC HEIGHT ADJUSTMENT: The pneumatic height adjustment shall have an adjustment stroke of $12.0 \pm 0.3$ cm. TELESCOPIC BELLOW ASSEMBLY: The bellow shall be 3 piece telescopic type and it is injection moulded in black Polypropylene. PEDESTAL ASSEMBLY: The pedestal is injected moulded in black 33% glass filled Nylon -66 and fitted with 5 nos. twin wheel castors. The pedestal shall be $66.3 \pm 0.5$ cm. pitch-centre dia. ( $76.3 \pm 1.0$ cm with castors). TWIN WHEEL CASTORS: The twin wheel castors are injection moulded in 30% glass filled black Nylon. Overall dimensions of Chair shall be Width- 76.3 cm, Depth- 76.3cm, Height- 85.5- 97.5 cm, Seat Height- 42.5cm-54.5cm. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller or Equivalent Make.
9	Storage side Rack + Multipurpose Expandable Racksingle side	20	Providing and Placing of Steel racks: size Width 900mm, Height: 1850mm, Depth: 300mm. The material should be in Rigid knockdown construction of CRCA 0.8mm Thickness with Epoxy Polyester Powder coated to the thickness of 50 microns (+/-10).The Main Unit should have an option of The add-on units which can be stacked width wise to form a bank of racks having common side panel. The unit should have total Number 5 Adjustable shelf (Total 6 Loading levels).Uniformly Distributed Load Capacity per each shelf should 80 Kg maximum. At the rear side of the shelves back stiffeners should be are provided. These are to support books on the rear side.Label Holder & Range indicator on each main unit for inserting labels. Optional stand of 125mm height with leveling screw. Design as approved by Technical Committee.Approved Make Godrej/Hayworth/Hermenmiller or Equivalent Make.

**SCHEDULE : 2**  
**Hospital Furniture for New OPD Block**

SN	Item Description	Qty	Specification
1	Fowler Bed with Mattress	30	<p>Providing and Placing of Fowler bed: Bed should be a two function bed which has an adjustable backrest and upperleg rest. Overall Sizes (L)2268 mm X ( W)922 mm X (H) 610 mm. Bed Frame should be MS ERW Rectangular 30mm X 1.6 mm Tube with thickness 60mm. Lying Surface frame should be MS ERW Round Tube of dia 25.4mm and thickness 1.6 mm. Head Board/Leg board frame should be MS ERW round tube of dia 19mm, 25.4mm &amp; 31.75 mm with thickness 1.6 mm where the Higher diameter tube provides a sturdy understructure. Lead Screw should be of EN8 with ACME threads section and 6mm pitch for good strength and ease of operation. Handle Should be of PPCO with snap locking handle lever keep it in folding position when not in use. Lying Surfaces should be of CRCA with thickness 1.0 mm consists of mattress retainer to define the position of the mattress. Castors should be of High endurance metal series and provided with dual locking arrangement are diagonally placed with wheel dia 125mm &amp; stem dia is 22mm. Mosquito Net Pole Holder for Provision for mounting of mosquito net pole. IV Pole Holder Provision for mounting of IV pole. Bed should be Powder coated with EPOXY Polyester. Color: 1. All powder coated parts in RAL white. 2. Plastic parts in Pantone Cool Grey. Performance Specifications should be following: Maximum Patient load 135 kg, Backrest Elevation 70 deg <math>\pm</math> 2, and Knee Rest Elevation 24 <math>^{\circ}</math> <math>\pm</math>2. ACCESSORIES (Optional): IV Pole, MOSQUITO NET POLE, SIDE RAIL. Mattress should be made of foam density = 40 <math>\pm</math> 2 kg/ m<sup>3</sup>. Hardness in kg = 45 <math>\pm</math> 2 As per IS:7888 for 25% compression Upholstry should be stitched with cover material helium heavy A/F F/R SM. Color should be navy blue, 350 GSM and 0.45 thk with fire retardant and antimicrobial properties. Dimensions should be 100 mm thickness, 4 sections backrest section 770mm, pelvic section 215mm, upper legrest section 380 mm and lower legrest section 600mm. Total Length should be 1965mm and total width should be 830 mm. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller/Hillrom or Equivalent.</p>
2	Examination Table	10	<p>Providing and Placing of Hospital Examination Table with Ratchet Backrest: The examination table should be made of M.S. for sturdy structure. The backrest should have a ratchet mechanism for tilting the backrest. The overall size should be L - 1830 mm x W - 600 mm x H - 850mm. The Leg frame &amp; intermediate frame should be M.S. ERW Tube of section 30 mm x 30 mm with thickness of 1.6 mm. The leg shoe should be Nylon 6 to avoid any wear &amp; tear. The lying surface should be M.S. Sheet of 1.2 mm thick and the ratchet should be M.S. plate of thickness 5 mm to should provide the backrest to tilt at 0<math>^{\circ}</math>, 15 <math>^{\circ}</math> &amp; 30<math>^{\circ}</math> adjustment positions. The final finish should be powder coating epoxy polyester with RAL white and plastic parts in Gray. Design as approved by Technical Committee. Mattress should be made of foam density = 30 <math>\pm</math> 2 kg/ m<sup>3</sup>. Hardness in kg = 45 <math>\pm</math> 2 As per IS:7888 for 25% compression Upholstery should be stitched with cover material helium heavy A/F F/R SM. Color should be navy blue, 350 GSM and 0.45 thick with fire retardant and antimicrobial properties. Dimensions should be 30 mm thickness, 2 sections backrest section. Total Length should be 1830 mm and total width should be 600 mm as per Examination Table. Approved Make Godrej/Hayworth/Hermenmiller/Hillrom or Equivalent Make.</p>

SN	Item Description	Qty	Specification
3	SS round Revolving Stool	20	Providing and Placing of Round Stool: The S.S. Top stool should be mounted on four legs and should have screw nut mechanism for height adjustment. It should have SS Top plate for sitting purpose. The overall sizes should be Base outer dia 538 mm x H - Adjustable from 470 mm to 655 mm. The leg should be of M.S. ERW tube of $\varnothing$ 25.4 mm and thickness of 1.6 mm. It should have press formed pipe legs in round with clean loo and should be welded with round hub. The hub should be made of MS ERW tube of $\varnothing$ 38 mm and thickness of 2.0 mm. The screw should be of EN8 of section OD 22 which is to be used for height adjustment of seat base. The seat base should be welded construction made of MS ring rect tube & mounting plate. The top plate should be made of SS 202 sheet with round $\varnothing$ 305 mm and thickness of 1 mm and should be non corrosive. The legs shoes should be Nylon 6 for avoiding any contact between metal frame and floor surface. The final finish should be epoxy polyester powder coating with buffed glossy mirror finish (SS Top). The maximum load capacity of the stool should be 135 kg. Design as approved by Technical Committee Approved Make Godrej/Hayworth/Hermenmiller/Hillrom or Equivalent Make.
4	Saline Stand	100	Providing and Placing of Saline Stand: It should be mounted on portable four pronged base with castor. It has telescopic tube for height adjustment and four hooks for saline bag mounting. Overall sizes should be base circle dia 695mm X adjustable height from 1568mm ot 2121mm. Bottom frame should be made of M.S. in sheet section with dia 30. Fixed tube should be made of M.S.E.R.W. tube with dia 31.75 and thickness 1.63mm Telescopic tube should be of SS 304 wit ida 19 and thickness 1.63mm. For adjusting the height of adjustable tube and locking it in the position screw knob should be made of Nylon 6 with MS toughened Nickel plated threaded stud. 4 Saline hooks of SS202 should be of dia8mm. accessory mounting cover should be made of Nylon 6. Castors of High endurance plastic injection moulded should be of 50 mm dia wheel and threaded stem. Powder coating should be anti microbial and thermosetting epoxy polyester formulated to fulfill the requirements for bacterial protection. Colour or powder coated parts in RAL white and plastic parts in gray. SS parts should be in mirror finish. Maximum safe working load should be 3 kg per hook of saline bag. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller/Hillrom /Siemens or Equivalent Make.
5	S.S. Instrument Trolley(with SS bowl & Tray)	10	Providing and placing of SS instrument with bowl and bucket: overall dimension should b e 1156mm(L) x 531 (W) mm x 915 (H)mm. Top and bottom shelf shelf should be made of SS 304 sheet with 1mm thicknes. Supporting legs should be made of SS 304 tube with dia 31.8 mm and 1.2 mm thickness. Horizontal bar, bowl case and Bucket holding case should be made of SS 304 tube with dia 12.7mm and thickness 1.2 mm. Castor should be made of High endurance Plastic injection molding with 125 mm dia. Spin section bowl and bucket should be made of SS 202 sheet with thickness 0.8mm. Finish should be SS buffed to glossy mirror. Maximum safe working lad should be 10 kg/shelf & 5 kg for bowl & bucket each uniformly distributed load. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller/Hillrom or Equivalent Make.
6	Cylinder Trolley	5	Providing and placing Cylinder trolley: Overall dimensions should be (L) 840mm X (W) 213mm X (H) 165mm. Casting plate should be made of MS with 20mm X 5mm thk with thickness 6 mm. Powder coating should be antimicrobial and thermosetting epoxy polyester, formulated to fulfill the requirement for bacterial protection. The color should be RAL white. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller/Hillrom or Equivalent Make.

SN	Item Description	Qty	Specification
7	Crash Trolley	5	Providing and Placing of Crash Cart: Overall Dimensions should be 1048 mm X 475mm X 1555mm. Top, middle and bottom shelves should be made of SS 304 sheet with thickness 1mm. Frame should be made of SS 304 tube of dia 25.4, sq 19, 1.2mm thk and 12.7 mm tube. O2 cylinder case should be made of SS tube of section 12.7 dia with thickness 1.2 mm. IV pole should be made of SS 304 rod of dia 12mm. castors should be made of High endurance, antistatic, plastic injection molded castors with wheel dia 125 positioned for diagonal locking dia 50 wheel for cylinder case. Handle should be made of SS 304 pipe of dia 25.4mm and thickness 1.2 mm. Bins should be made of PPCP and should be of six different colour. Two drawer set with 3 drawer each with central lockin RH side on each set should be made of PPCP. Cardiac Board should be made of compact laminate of thickness 6mm. Color should be RAL white, plastic parts in pantone cool grey and parts should be SS buffed glossy mirror finished. Maximum safe working load should be 30 kg. Design as approved by Technical Committee.Approved Make Godrej/Hayworth/Hermenmiller/Hillrom/Seimens or Equivalent Make.
8	Dressing Trolley- INSTRUMENT TROLLEY W/O BOWL BUCKET	5	Providing and placing of SS instrument Trolley: overall dimention should be 775mm(L) x 531 (W) mm x 915 (H)mm. Top and bottom shelf should be made of SS 304 sheet with 1mm thicknes. Supporting legs should be made of SS 304 tube with dia 31.8 mm and 1.2 mm thickness. Horizontal bar should be made of SS 304 tube with dia 12.7mm and thickness 1.2 mm. Castor should be made of Hlgh endurance Plastic injection molding with 125 mm dia. Finish should be SS buffed to glossy mirror. Maximum safe working lad should be 10 kg/shelf uniformly distributed load. Design as approved by Technical Committee.Approved Make Godrej/Hayworth/Hermenmiller/Hillrom /Seimens or Equivalent Make.
9	Wheel Chair	5	Providing and Placing Hospital Folding Wheel Chair with cushion: The folding wheel chair should be Chrome finished wheelchair foldable type with cushion type seat and flexible back and should have wheel type is Mag wheels. The overall size should be (L) 790mm x (W) 600mm x (H) 870 mm. The Foldable frame structure should be made of Ø22x1.2mm steel tube, A3 carbon steel with chrome finish.Cross bar made of Ø25.4x1.2mm A3 carbon steel. The rear wheel should be24 inch Solid Mag wheels with alloy in the rim and solid rubber lining for the wheels forstrong and sturdy performance.It is made of PA polymer and outer with solid rubber. The hand rim should be Intgrated handrim provide to drive the wheel chair.It is made of Ø16x1.2mm A3 carbon steel with chrome finish. The front wheel should be 8 inch HUB made of PA polymer and outer with Solid rubber. The armrest should be of 8 inch HUB made of PA polymer and outer with Solid rubber. Leatherite strap for calf rest & Cushion leatherite seat. Footrest shoudl be Adjustable alluminum(ZL104)die cast foot rest with up down and swiwel type adjustment and Provision of extended base with Moulded Plastic (PE PLASTIC) grip to lift the wheelchair front to overcome obstructions while maneuvering. Handles should be provided with Moulded PVC grip to push the wheelchair and Hand brakes provided to lock the wheelchair at desired location. Design as approved by Technical Committee. Approved Make Godrej/Hayworth/Hermenmiller/Hillrom/Seimens or Equivalent Make.

## GENERAL TECHNICAL SPECIFICATIONS

### GENERAL POINTS:

**Note 1:** Tenderer's attention is drawn to GIT clause 18 and clause 11. The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

**Note 2 :** All metal Structure would be treated by seven tanks process for Powder Coating Paint i.e. Digressing (1<sup>st</sup> Tank), Water Rinsing(2<sup>nd</sup> Tank), Dirusting By Acid (3<sup>rd</sup> Tank), Water rinsing (4<sup>th</sup> Tank), Phosphating (5<sup>th</sup> Tank), Water Rinsing (6<sup>th</sup> Tank), Passivation (7<sup>th</sup> Tank) respectively with non electrolytic deep process to produce a protective oxide coating for smooth surface with matt finish anticorrosive automated powder Coating Paint of thickness 40-60 microns and over baked for high resistance to scratch, Chemical, thermal ad mechanical stress. Open ends of the steel pipes would be covered by Nylon caps and buffers.

**Note 3:** Wherever plywood are required BWR termite proof ISO 9000:14001 grade ISI marked hot pressed commercial ply of the desired thickness should be used.

**Note 4:** Wherever springs are required the suppliers should supply this furniture with Heavy Duty springs of desired thickness.

**Note 5:** The picture if provided in the specification is for illustration purposes only and not to scale.

**Note 6: Warranty:**

**Three Years** on-site replacement Warranty as per Conditions of Contract of the TE document for complete Stores from the date of recording of acceptance of stores at site.

**Note 7: After Sales Service:**

After sales service should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly. The service should be provided directly by the supplier or his authorised agent whose details shall be provided to the purchaser/consignee within one month from the date of award of contract.

**Note 8: Watch and Ward**

The supplier shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over the works.

**Note 9: The following standards shall apply wherever applicable:**

IS 2202	Wooden flush door shutters (solid core type) particle board face panels and hard (part 2) board face panels.
(Part-I)	Operations and workmanship
(Part 2)	Schedule
IS 2380	Methods of test for wood particle boards.
IS 5437	Figured, rolled and wired glass
IS 14900	Transparent float glass-specifications.
IS 277	Galvanized steel sheets (Plain or corrugated).
IS 737	Specification for wrought aluminium and aluminium alloy sheet and strips for general engineering purpose.
IS 801	Code of practice for use of cold formed light gauge steel structural members in general building construction.
IS 7178	Technical supply conditions for tapping screw.
IS8183	Bonded mineral wool.

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IS 12118	Two parts polysulphide.
IS 12823, 1990	PLB, Pre-laminated particle board.
IS 13871, 1993	Powder coating specification.
IS 3087, 1985	Specification for wood particle boards for general purpose.
IS 2046, 1995	Decorative thermosetting synthetic resin banded laminated sheets specification.

#### INTERNATIONAL STANDARDS

AS1365	Standards for steel manufacturing
AS 1397	A steel sheet & steel hot-dipped zinc coated or aluminium zinc coated.
AS/NZS 2728	Pre finished/pre painted sheet metal product for interior/exterior building applications-performance requirement.
AS3566	Self drilling screws for building and construction industry.
BIFMA	The Business and Institutional Furniture Manufacturers' Association

**Note 11:** A tolerance of  $\pm 2\%$  subject to a maximum of 15 mm. shall be allowed in dimensions.

**Note 12:** In addition to the makes specified under Note:10, any other equivalent ISI mark make can also be used. The word “equivalent” would imply meeting the major critical parameters.

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

**Signature and seal of the Tenderer**



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**Section – IX****Qualification Criteria**

1. The Tenderer must be a Manufacturer or its Authorized Agent/Distributor/Dealer/Stockist (hereinafter called only Authorised Agent).
2. The manufacturer should have an average annual turnover of **Rs.50,00,000/-** during the last three years (2014-15, 2015-16, 2016-17). The manufacturer should submit balance sheet and Profit & loss account duly attested by chartered accountant for the preceding three financial years.
3. The tenderer quoting as authorised agents must submit the manufacturer's authorisation as per the format given in Section XIV. The agent should have been appointed atleast one year prior to the publication of this tender enquiry. The proof of appointment as authorised agent shall be submitted (if not original then notarized photocopy, however purchaser may call for original to verify)
4. Meeting the criteria as per clause 2 & 3 above, the tenderer quoting as Authorised Agent should have an average annual turnover of not less than Rupees **Rs. 25,00,000/-** in the last 3 financial years. They shall submit balance sheet and profit & loss account of the manufacturer and also their own for preceding three financial year duly attested by chartered accountant.
5. The tenderer should have satisfactorily completed contract(s) of similar nature i.e furniture items in his own name at least one contract with a minimum value of **Rs. 40,00,000** or two contracts with minimum value of **Rs. 25,00,000** or three contracts with minimum value of **Rs. 20,00,000** each during the last 05 years prior to the submission of bid.
6. Solvency Certificate  
The bidder shall submit solvency certificate equal to **Rs. 20,00,000** issued in the name of the bidder which should not be more than six months old from the date of bid opening.
7. The bidder should have earned a net profit atleast in two financial years out of the preceding three financial years. (**The bidder should not have incurred any loss in any of the financial year during last three years from the date of tender opening**).

**Note:**

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. The Purchaser reserves the right to ask for a free demonstration of the quoted Goods/Stores at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

**PROFORMA 'A'**  
**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years)

Tender Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name and address of the Tenderer : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

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

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

**Signature and seal of the Tenderer**

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

**\*\* The bidders are requested to submit the latest purchase order copies supplied to Government Institutions like AIIMS, PGIMER, JIPMER, Institute of National importance for the specific model quoted along with the price bid.**

**Section – X**  
**TENDER FORM**

Date\_\_\_\_\_

To  
CEO  
HLL Infra Tech Services Limited  
Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver\_\_\_\_\_ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender.** If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

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

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

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

**SECTION – XI**  
**PRICE SCHEDULE**

Price to be filled in the relevant field of Price Format in Excel provided in the e-tendering portal.

**SECTION – XII**  
**QUESTIONNAIRE**

**Fill up the Techno-Commercial Compliance Sheet Bid provided in spreadsheet (Excel file) and upload in the C-Folder**

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Techno-Commercial Compliance Sheet. 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 scanned 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, their tender is liable to be ignored.

Note: *The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer’s indicating uniform unit rates) and List of Consumables with prices can be uploaded in the Notes & Attachment under Rfx information (Please note, in the separate Notes & Attachment provided under Rfx information and not in the C-Folder Notes & Attachments).*

**SECTION – XIII**

**BANK GUARANTEE FORM FOR EMD**

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

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

fails or refuses to furnish the performance security for the due performance of the contract  
or  
fails or refuses to accept/execute the contract or  
if it comes to notice that the information/documents furnished in its tender is incorrect,  
false, misleading or forged

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

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

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

.....  
Name and designation of the officer

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

**SECTION – XIV**

**MANUFACTURER’S AUTHORISATION FORM**

CEO  
HLL Infra Tech Services Limited  
Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

Dear Sir,

Ref: Your TE document No \_\_\_\_\_ dated \_\_\_\_\_

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

We also state that we are not participating directly in this tender for the following reason(s):  
\_\_\_\_\_  
(*please provide reason here*).

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 the price which we would have quoted directly”

Yours faithfully,

[*Signature with date, name, designation and Email*]  
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.
- (3) The purchaser reserves the right to verify this document with its signatory.

**SECTION – XV**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY**

CEO  
HLL Infra Tech Services Limited  
Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

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

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

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

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

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

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

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to \_\_\_\_\_ (indicate date).

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

.....  
Name and designation of the officer

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



**SECTION – XVI****CONTRACT FORM - A****CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

(Address of the Purchaser/Consignee  
Office issuing the contract)

Contract No \_\_\_\_\_ dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's TE document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser
3. Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its tender;
  - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
  - (ix) Purchaser's Notification of Award

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

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

6. Warranty clause

7. Payment terms

8. Paying authority

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

Received and accepted this contract  
(Signature, name and address of the supplier's executive  
duly authorised to sign on behalf of the supplier)  
For and on behalf of \_\_\_\_\_  
(Name and address of the supplier)  
(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**SECTION – XVII**

**CONSIGNEE RECEIPT CERTIFICATE**

(To be given by consignee's authorized representative)

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

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

**SECTION – XVIII**  
**Proforma of Final Acceptance Certificate by the Consignee**

No \_\_\_\_\_

Date \_\_\_\_\_

**To**

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Certificate of commissioning of equipment/plant.

This is to certify that the Goods/Stores as detailed below has/have been received in good conditions along with all the standard and special accessories and in accordance with the contract/ specifications. The same has been accepted and taken in stock.

(a) Contract No \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the equipment(s)/plants: \_\_\_\_\_

(c) Quantity: \_\_\_\_\_

(d) Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_

(e) Name of the Transporters: \_\_\_\_\_

(f) Name of the Consignee: \_\_\_\_\_

(g) Date of acceptance: \_\_\_\_\_

(h) Remarks if any: \_\_\_\_\_

Signature

Name

Designation with Stamp/Seal

**Section – XIX****Consignee List**

<b>Sl. No.</b>	<b>Name of Hospital and Address</b>	<b>State</b>
1	The Dean, Gandhi Medical College Sultania Rd, Royal Market, Near Hamidia Hospital, Bhopal, Madhya Pradesh 462001	Madhya Pradesh