

**JAWAHARLAL INSTITUTE OF POST GRADUATE
MEDICAL EDUCATION AND RESEARCH**

(AN INSTITUTE OF NATIONAL IMPORTANCE)

**Limited Tender Document
for procurement of Bottle dispenser**

TENDER NO.

HITES/IDS/16/22/JIPMEII/LTE 4/KIK-19

Dated: 28th Sept 2016

By

HLL INFRA TECH SERVICES LIMITED

INDEX

Section	Topic	
Section I	– Notice inviting Tender (NIT)	-----
Section II	– General Instructions to Tenderers (GIT)	-----
Section III	– General Conditions of Contract (GCC)	-----
Section IV	– List of Requirements	-----
Section V	– Technical Specifications	-----
Section VI	– Qualification Criteria	-----
Section VII	– Tender Form	-----
Section VIII	– Price Schedules	-----
Section IX	– Bank Guarantee Form for EMD	-----
Section X	– Bank Guarantee Form for Performance Security /CMC Security	-----
Section XI	– Contract Form (A, B)	-----
Section XII	– Proforma of Consignee Receipt Certificate	-----
Section XII	– Proforma of Final Acceptance Certificate by the Consignee	-----
Section XIV	– Check List for the Tenderers	-----
Section XV	– Consignee Addresses	-----

SECTION I

NOTICE INVITING TENDERS (NIT) HLL Infra Tech Services Limited

Tender Enquiry No.: HITES/IDS/16/21/JIPMEII/LTE 3/KIK-18

Dated: 28.09.2016

1. HLL Infra Tech Services Limited,(HITES) on behalf of Jawaharlal Institute of Post Graduate Medical Education and Research,(Karaikal campus) invites bids from eligible firms of repute in two envelope system for the following procurement:

Sl.No	Item Name	Quantity	EMD in Rs.
1	Bottle dispenser	5	50000

2. Tender No.: HITES/IDS/16/08/JIPMERII/KIK-06/LE/2016-17

SI No.	Description	Schedule
i.	Dates for downloading the tender enquiry documents	28/09/16 to 5/10/16, during 1000 Hrs. to 1600 Hrs. (IST)
ii.	Place of sale of Tender Enquiry Documents	HLL Infra Tech Services Limited HLL bhavan- Golden Jubilee block- 2nd floor, Poojappura, Thiruvananthapuram-695012
iii.	Cost of the Tender Enquiry Document	Nil
iv.	Closing date & time for receipt of Tender	06/10/2016, 15:00 Hrs. (IST)
v.	Time and date of opening of Techno – Commercial tenders	06/10/2016, 15:30 Hrs. (IST)
Vi	Venue of Opening of Techno Commercial Tender	Same as given in 2 (ii)

3. Interested tenderer may download the tender enquiry documents (a complete set of document is available on website) from the web site www.lifecarehll.com and submit its tender by utilizing the downloaded document.
4. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Infra Tech Services Limited, HLL bhavan- Golden Jubilee block- 2nd floor, Poojappura, Thiruvananthapuram-695012** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
5. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.

6. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected. However, Govt. instructions as on date on SSIs /PSUs will be applicable.
7. The purchaser reserves the right to accept or reject any tender either in full or part without showing any reason.

For and on behalf of **Jawaharlal Institute of Post Graduate Medical Education and Research**

DGM (C&M)
HLL Infra Tech Services Limited
HLL bhavan- Golden Jubilee block- 2nd floor,
Poojappura, Thiruvananthapuram-695012.

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. Introduction

- 1.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – IV – “List of Requirements”, which also indicates, *interalia*, the required quantity, delivery schedule, terms and place of delivery.
- 1.2 This section (Section II - “General Instructions to Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

2. Language of Tender

- 2.1 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 a notarised English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 2.2 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 notarised English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

3. Eligible Tenderers

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

4. Eligible Goods and Services

- 4.1 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.

5. Tendering Expense

- 5.1 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.

6. Amendments to TE Documents

- 6.1 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.

- 6.2 Such an amendment will be notified in website as well as through email to all prospective tenderers, who have received the TE documents and will be binding on them.
- 6.3 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.
- 6.4 Amendments if any shall be published in HLL websites only.

PREPARATION OF TENDERS

7. Documents Comprising the Tender

7.1 The **Two Tender System**, i.e. “Techno-Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

A) Techno-Commercial Tender (Unpriced Tender)

- i) Earnest money/ documentary evidence as per GIT clause for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section VII.
- iii) Power of Attorney/Authorisation in favour of signatory of TE documents
- iv) Documents and relevant details to establish that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- v) Performance Statement along with relevant copies of purchase orders and end users’ satisfaction certificate.
- vi) Price Schedule(s) as per Section VIII filled up with all the details including Make, Model, Name of manufacturer, etc. of the goods offered with prices blank (without indicating any prices).
- vii) Certificate of Incorporation of the bidder wherever applicable.
- viii) Checklist as per Section XIV.
- ix) Statement of deviations parameter wise from tendered technical specifications, if any.
- x) Statement of deviations para wise from tendered commercial conditions, if any.
- xi) Bank statement, Profit & Loss, Balance sheet and income tax receipt for last 3 years

B) Price Tender:

The information given at clause no. 7.1 A) vi) above should be reproduced with the prices indicated. The copies of the Previous Supply Order placed on the bidder for the same item should also be enclosed with the price bid justifying the rates quoted against this tender.

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

7.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

Individuals signing the tender or other documents connected with a contract must specify whether he signs as:

- (i) A ‘Sole Proprietor’ of the firm or constituted attorney of such Sole Proprietor.
- (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the

business of the partnership either by virtue of the partnership agreement or a power of attorney;
Constituted attorney of the firm if it is a company.

- N.B.** (1) In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
- (2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- (3) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

7.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored.

7.4 Tender sent by fax/telex/cable/electronically shall be ignored.

8. Tender currencies

8.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

8.2 deleted

8.3 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

9 Tender Prices

9.1 The Tenderer shall indicate on the Price Schedule provided under Section VIII all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.

9.2 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.

9.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section VIII.

The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Govt. of India.

If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

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

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

9.5 Additional information and instruction on Duties and Taxes:

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

9.5.2 Excise Duty:

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

9.5.3 Sales Tax:

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

9.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of entry tax/town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per

their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

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

9.7 **The ownership of the supplies/equipments/goods belongs to Jawaharlal Institute of Post Graduate Medical Education and Research (JIPMER).**

10. Firm Price

10.1 Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

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

11. Alternative Tenders

11.1 Alternative Tenders are not permitted.

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

12. Documents establishing Good's Conformity to TE document.

12.1 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.

12.2 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.

12.3 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.

13. Earnest Money Deposit (EMD)

13.1 Pursuant to GIT clauses 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 below. The earnest money deposit lying with HITES. in respect of other tenders awaiting approval or rejection will not be adjusted towards earnest money for fresh tender.

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

copy of its valid registration details (with DGS&D or NSIC, as the case may be). In case NSIC quote on behalf of some SSI units, such offers will be considered as offers from SSI units registered with DGS&D/NSIC.

- 13.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i. Account Payee Demand Draft
 - ii. Banker's cheque and
 - iii. Bank Guarantee
 - iv. Fixed Deposit
- 13.4 The demand draft or banker's cheque 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 Thiruvananthapuram. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India as per the format specified under Section IX in these documents.
- 13.5 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 GIT is 120 days, the EMD shall be valid for 165 days **from** Techno-Commercial Tender opening date.
- 13.6 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.
- a. 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.

14. Tender Validity

- 14.1 The tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of opening of techno-commercial tenders prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 14.2 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, however, may not agree to extend its tender validity without forfeiting its EMD.
- 14.3 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.

15. Signing and Sealing of Tender

- 15.1 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 15.2 The tenderer is to seal the original and copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of the purchaser and the tender

reference number on the envelopes. The sentence “NOT TO BE OPENED” before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope along with envelope containing EMD, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

- 15.3 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as **‘Techno - Commercial Tender’**, and the second part **‘Price Tender’** as specified in clause 11 of GIT. Tenderer shall seal **‘Techno - Commercial Tender (along with envelope containing EMD)’** and **‘Price Tender’** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

D. SUBMISSION OF TENDERS

16. Submission of Tenders

- 16.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Infra Tech Services Limited, HLL bhavan- Golden Jubilee block- 2nd floor, Poojappura, Thiruvananthapuram-695012**. In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to **DGM(C&M)** or his nominee, **HLL Infra Tech Services Limited, HLL bhavan- Golden Jubilee block- 2nd floor, Poojappura, Thiruvananthapuram-695012**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 16.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

17. Late Tender

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

18. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

19. Opening of Tenders

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

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

- 19.2 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.

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

20 Discrepancies in Prices

- 20.1 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.
- 20.2 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
- 20.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 20.4 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.

21. Discrepancy between original and copies of Tender

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

22. Comparison of Tenders

22.1 Unless mentioned otherwise in List of Requirements, the comparison of the responsive tenders shall be carried out based on the terms of delivery as asked for in bid document. The quoted prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

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

- 23.1 Further, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer

24. Tenderer's capability to perform the contract

- 24.1 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.
- 24.2 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.

G. AWARD OF CONTRACT

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

- 25.1 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.

26. Award Criteria

- 26.1 The contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT.

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

- 27.1 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" without any change in the unit price and other terms & conditions quoted by the tenderer.
- 27.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

28. Notification of Award

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

28.2 The Notification of Award shall constitute the conclusion of the Contract.

29. Issue of Contract

29.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

29.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post.

29.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

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

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

31. Return of EMD

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

32. Publication of Tender Result

32.1 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.

33. Corrupt or Fraudulent Practices

33.1 It is required by all concerned 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

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the List of requirements under Section IV and Technical Specification under Section V 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, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

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

5. Performance Security

- 5.1 Within thirty (7) days from date of the issue of notification of award, the supplier shall furnish performance security to the Purchaser 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.**
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft 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 X of this document in favour of the Consignee.

- b) In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.
- 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, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract (CMC) as per the 'Contract Form – B' with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format given in this tender document.

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' of this document.

7. Inspection, Testing and Quality Control

- 7.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 7.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 7.3 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.
- 7.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection

within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.

- 7.5 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.
- 7.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.
- 7.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

8. Terms of Delivery

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

9. Transportation of Goods

- 9.1. Supplies being on DDP basis, the same shall be arranged by the supplier/its Indian agent as per the terms of the contract.
- 9.2 The agent shall take proactive measures before arrival of equipment/stores/goods at port of and obtain necessary statutory permits- entry permit, road permit, Octroi exemption, etc. from the concerned authority to avoid any hold up and/ or delay in supplies.
- 9.3 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

The supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

10. Insurance:

- 10.1 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 arrive in good condition at destination. The transit risk in

this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from “warehouse to warehouse” (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier **making the consignee as beneficiary** and should be valid till 3 months after the receipt of goods by the Consignee.

11. Spare parts

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

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

11.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

12. Incidental services

12.1 The supplier shall be required to perform the following services.

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

13. Warranty

13.1 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.

13.2 This comprehensive warranty shall remain valid for **2 (two) years** after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract.

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories.
- c. Replacement and repair will be under taken for the defective goods.

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

14. Assignment

- 14.1 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.

15. Modification of contract

- 15.1 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.

15.2 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.

16. Taxes and Duties

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

17. Terms and Mode of Payment

17.1 Payment Terms

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

Payment for Domestic Goods or Foreign origin located within India.

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

a) On delivery:

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XII 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) Manufacturer's/Supplier's warranty certificate
- (vi) Insurance Certificate as per GCC Clause;
- (vii) Certificate of origin (only in case of goods of foreign origin located in India).

b) On Acceptance:

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

C) Payment for Annual Comprehensive Maintenance Contract (CMC) Charges:

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

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

- 17.3 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.
- 17.4 The payment shall be made in the currency / currencies authorised in the contract.
- 17.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 17.6 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.
- 17.7 While claiming reimbursement (upon provision if any in contract) of duties, taxes etc. (like sales tax, excise duty etc) 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.
- 17.8 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:
"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment."

18. Delivery:

- 18.1 The supplier shall deliver of 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 contract and the delivery must be completed not later than the date(s) as specified in the Contract.
- 18.2 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.
- 18.3 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.

18.4 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 General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

18.5 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.

19. Passing of Property:

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

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

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

20. Liquidated damages

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

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

21. Termination for default

- 21.1 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.
- 21.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC clause 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.
- 21.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

22. Termination for insolvency

- 22.1 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.

23. Force Majeure

- 23.1 Notwithstanding the provisions contained in GCC clauses, 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.
- 23.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 23.3 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.
- 23.4 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.
- 23.5 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.

24. Termination for convenience

- 24.1 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.

24.2 The goods and services that 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.

25. Governing language

25.1 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.

26. Notices

26.1 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.

26.2 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.

27. Resolution of disputes

27.1 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.

27.2 If the parties fail to resolve their disputes of differences by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitrator appointed by the CEO of HITES. 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 lakh (Rs. 1,00,000/-)

27.3 Venue of Arbitration: The venue of arbitration shall be Thiruvananthapuram, Kerala (India).

28. Applicable Law

The contract shall be governed by Sales of Goods Act and Indian Contract Act. It shall be interpreted in accordance with the laws of India for the time being in force.

29. 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 out of 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.

30. General/ Miscellaneous Clauses

- 30.1 Each member/constituent of the Supplier/its Indian Agent/CMC/AMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 30.2 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while Providing its services under CMC or the Contract.
- 30.3 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.4 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION - IV

LIST OF REQUIREMENTS

Part I:

Sl.No	Item Name	Quantity
1	Bottle dispenser	5

Part II: Required Delivery Schedule:

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

Within **15 days** from date of Notification of Award. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Installation & commissioning shall be completed within 15 days of handing over the site of installation complete in all respect by the consignee/site in charge. The date of handing over of the site has to be intimated by the supplier to the purchaser. The delay on the part of the supplier to install and commission the equipment will attract the provisions as contained in the liquidated damage clause.

Part IV:

Turnkey (if any) as per details in Technical Specification.

Part V:

Annual Comprehensive Maintenance Contract (CMC) as detailed in **General Points** in Technical Specification.

Part VI:

Required Terms of Delivery and Destination.

For Indigenous goods or for imported goods if supplied from India:

Delivery required at Consignee Site.

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.

Destination/Consignee details are given in Section XXI

Part VII:

Inspection:

At consignee site by the respective In-charge of the Institute or his authorised representative.

Section – V

Technical Specifications

Note 1: Tenderer's attention is drawn to GIT clauses. The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it's tender is liable to be ignored.

Note 2: OPTIONAL ITEMS: Bidders are requested to quote for all the available options as asked in the bidding document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose.

TECHNICAL SPECIFICATION

SI NO.	1.Bottle dispenser
	Specification
	Should be autoclavable with smooth effortless plunger movement
	With bubble free dispensing
	0.25 to 2.5 mL : 5 no 0.5 to 5 mL : 5 no 1 to 10 mL : 5 no 5 to 60 mL : 5 no 10 to 100 mL : 3 no 50 to 400 mL : 2 no

GENERAL POINTS OF TECHNICAL SPECIFICATIONS

1. **Warranty:**

- a) **Two years** Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Consignee.
- b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

2. **After Sales Service:**

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

3. **Training:**

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

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

- a) **The cost of Annual Comprehensive Maintenance Contract (CMC)** which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period **to be quoted for next 5 years on yearly basis** for complete equipment and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
- b) The cost of CMC to be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause.

Section – VI

Qualification Criteria

01. The bidder should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily.

Note:

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

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

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 of ordered goods and services	Quantity of ordered goods	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	9

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 duly notarised certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money and or performance security furnished will be forfeited. Such certificates from a third party or middleman other than actual end user will not be accepted. The satisfactory performance implies working satisfactorily without any complaint since the date of installation, commissioning & handing over to the end user as per the standard format enclosed.

Section – VII TENDER FORM

Date_____

To
DGM(C&M)
HLL Infra Tech Services Limited
HLL bhavan- Golden Jubilee block- 2nd floor,
Poojappura, Thiruvananthapuram-695012

Ref. Your TE document No. _____ dated _____

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

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the 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 in the referred Tender document, read with modification, if any, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT in the referred Tender document, read with modification, if any in Section - II – “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 statutory Authorities as per govt. rules/procedures.

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

(Signature with date)

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

SECTION – VIII PRICE SCHEDULE

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

1	2	3	4	5							6
				Price per unit (Rs.)							
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Transportation, loading/ unloading and Incidental costs till consignee's site (d)	Insurance charges for a period including 3 months beyond the date of delivery (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)

Total Tender price in Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section-VIII – Price Schedule C

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

C) (1) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT (CMC) AFTER WARRANTY PERIOD

1	2	3	4					5
Schedule No.	Brief Description of the Goods	Quantity (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	B	c	D	e	

* After completion of Warranty period

NOTE:-

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any). The quotation may also be given separately for AMC (Without spares but with labour charges included).
2. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. Cost of CMC will be added for Ranking/Evaluation purpose.
4. The payment of CMC will be made as per clause GCC clause.
5. All software updates should be provided free of cost during CMC period.
6. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name_____

Business Address_____

Place: _____

Date: _____

Signature of Tenderer_____

Seal of the Tenderer_____

SECTION – IX
BANK GUARANTEE FORM FOR EMD

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

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - b) fails or refuses to accept/execute the contract.
 - or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION – X

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
DGM(C&M)
HLL Infra Tech Services Limited
HLL bhavan- Golden Jubilee block- 2nd floor,
Poojappura, Thiruvananthapuram-695012

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

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

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

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

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

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

This guarantee shall be valid up to 30 (thirty) months from the date of Notification of Award i.e up to ----- (indicate date)

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

.....
Name and designation of the officer

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

SECTION – XI
CONTRACT FORM – A

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

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

Contract No _____ dated _____

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

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

- (i) General Conditions of Contract;
- (ii) List of Requirements;
- (iii) Technical Specifications;
- (iv) Tender Form furnished by the supplier;
- (v) Price Schedule(s) furnished by the supplier in its tender;
- (vi) 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:

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

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

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

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control:

HITES.

-
- (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: _____

CONTRACT FORM – B
CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ dated _____
 Between _____

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

(Name & Address of the Supplier)

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

In continuation to the above referred contract

a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

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

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

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including Batteries for UPS, etc.) and Turnkey (if any).
- d) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance

HITES.

Security shall be payable to the Purchaser/Consignee.

- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. Hospital/
Institute /Medical College's
authorised official)

**(Signature, name and address
of Hospital/Institute/Medical College'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 – XII

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 – XIII

Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No _____ dated _____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) nos.: _____

(d) Quantity: _____

(e) **Bill of Loading/Air Way Bill/Railway**

Receipt/ Goods Consignment Note no _____ dated _____

(f) **Name of the vessel/Transporter:** _____

(g) **Name of the Consignee:** _____

(h) **Date of commissioning and proving test:** _____

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

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

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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

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

HITES.

is

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

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

Training of personnel has been done by the supplier as specified in the contract

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

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

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

HITES.

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
5. a.	Have you submitted satisfactory performance certificate from the end users in respect of all orders mentioned in the Proforma for performance statement in the given format of TE document.			
b.	Have you submitted copy of the supply order(s) and Performance Certificate from end user?			
6.a	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Bid as per Section XI?			
b.	Have you submitted with your Price Bid your Principal's /Manufacturer's Original Proforma Invoice indicating FOB value and Indian Agent Commission?			
7.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
8. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name and full address of your Banker (s) along with your Account Number?			
10.a	Have you fully accepted payment terms as per TE document?			
b.	Have you accepted "terms of delivery" as per TE document?			
11.	Have you fully accepted delivery period as per TE document?			
12.	Have you confirmed that the terms of delivery shall be "Delivery at Consignee Site"?			
13.	Have you accepted the warranty & CMC as per TE document?			

HITES.

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
14.	Have you accepted all other terms and conditions of TE document?			
15a	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
b.	Have you given "write up" as asked for in Qualification Criteria (Section IX) under Note 2 ?			
16	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
17	Have you submitted the certificate of incorporation?			
18	Have you submitted the income tax payment receipt for the last three years?			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section – XV

Consignee Addresses:

**The Director
JIPMER,
JIPMER-II campus
at Karaikal, Puducherry**

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