

# **GLOBAL TENDER ENQUIRY DOCUMENT**

FOR PURCHASE OF  
Cold Chain Equipments for use in GMSD Programme

**FOR**

**Ministry of Health & Family Welfare**

**GOVT. OF INDIA**

**HLL/PCD/UIP/GMSD-1/2012'-13'**

**CONSULTANT**



**HLL Lifecare Limited**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

**Procurement & Consultancy Services Division**

**B-14 A, Sector-62,**

**Noida-201 307**

**PHONE: 0120-4071500**

**FAX: 0120-4071513**

**URL: [www.lifecarehll.com](http://www.lifecarehll.com)**

**Email: [pcd@lifecarehll.com](mailto:pcd@lifecarehll.com)**

# INDEX

<b>Section</b>	<b>Topic</b>	<b>Page No.</b>
Section I	– Notice inviting Tender (NIT) -----	03
Section II	– General Instructions to Tenderers (GIT) -----	06
Section III	– Special Instructions to Tenderers (SIT) -----	26
Section IV	– General Conditions of Contract (GCC) -----	28
Section V	– Special Conditions of Contract (SCC) -----	43
Section VI	– List of Requirements -----	44
Section VII	– Technical Specifications -----	47
Section VIII	– Quality Control Requirements -----	70
Section IX	– Qualification Criteria -----	71
Section X	– Tender Form -----	74
Section XI	– Price Schedules -----	75
Section XII	– Questionnaire -----	79
Section XIII	– Bank Guarantee Form for EMD -----	80
Section XIV	– Manufacturer’s Authorisation Form -----	81
Section XV	– Bank Guarantee Form for Performance Security /CMC Security -----	82
Section XVI	– Contract Form (A & B) -----	83
Section XVII	– Proforma of Consignee Receipt Certificate -----	87
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	88
Section XIX	– Instructions from Ministry of Shipping/Surface Transport (Annexure 1) -----	90
Section XX	– Check List for the Tenderers -----	94
Section XXI	– Consignee-----	97

**SECTION I**  
**NOTICE INVITING TENDERS (NIT)**  
**For Global Tender from**  
**HLL Life Care Limited**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**Procurement & Consultancy Services Division**  
**B-14 A, Sector-62, Noida-201 307**  
**URL: [www.lifecarehll.com](http://www.lifecarehll.com)**  
**Email: [pcd@lifecarehll.com](mailto:pcd@lifecarehll.com)**  
**PHONE: 0120-4071500**  
**FOR**  
**Ministry of Health & Family Welfare**  
**GOVT. OF INDIA**

Tender Enquiry No: HLL/PCD/UIP/GMSD-1/2012'-13'

Dated: 19.02.2013

**NOTICE INVITING TENDERS (NIT)**

(1) Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites sealed tenders, from eligible and qualified tenderers for supply of following Cold Chain Equipments to be supplied to Different States & GMSD to be used under routine immunisation programme:

Sl. No.		Equipment Name	Total Quantity	EMD Amount (Rs)
1	1a	Walk in Cooler (WIC) 200 cubic meter with single access door control	1	90,000
	1b	Walk in Cooler (WIC) 200 cubic meter with single access door control	1	90,000
	1c	Walk in Cooler (WIC) 100 cubic meter with single access door control	1	50,000
	1d	Walk in Cooler (WIC) 60 cubic meter with single access door control	1	45,000
	1e	Walk in Cooler (WIC) 120 cubic meter with single access door control	1	70,000
	1f	Walk in Cooler (WIC) 40 cubic meter with single access door control	1	40,000
2	2a	Walk in Freezer (WIF) 32 cubic meter with single access door control	2	64,000
	2b	Walk in Freezer (WIF) 32 cubic meter with single access door control	1	32,000
	2c	Walk in Freezer (WIF) 20 cubic meter with single access door control	1	24,000
	2d	Walk in Freezer (WIF) 20 cubic meter with single access door control	1	24,000

<b>3</b>	<b>3a</b>	<b>Electronic Data logger for Controlling and Monitoring Temperature</b>	<b>1</b>	<b>10,000</b>
	<b>3b</b>		<b>1</b>	<b>10,000</b>
	<b>3c</b>		<b>1</b>	<b>10,000</b>
	<b>3d</b>		<b>1</b>	<b>10,000</b>
	<b>3e</b>		<b>1</b>	<b>10,000</b>
	<b>3f</b>		<b>1</b>	<b>10,000</b>
	<b>3g</b>		<b>1</b>	<b>10,000</b>
<b>4</b>	<b>4a</b>	<b>40 KVA DG Sets with Panels</b>	<b>9</b>	<b>1,01,250</b>
	<b>4b</b>	<b>25 KVA DG Sets with Panels</b>	<b>1</b>	<b>8,000</b>
	<b>4c</b>	<b>60 KVA DG Sets with Panels</b>	<b>1</b>	<b>14,000</b>
<b>5</b>	<b>5a</b>	<b>Refrigerated Trucks Large</b>	<b>8</b>	<b>4,00,000</b>
	<b>5b</b>			
	<b>5c</b>			
	<b>5d</b>			
	<b>5e</b>			
	<b>5f</b>			
<b>6</b>	<b>6a</b>	<b>Refrigerated Trucks Small</b>	<b>2</b>	<b>72,000</b>

(2) **Tender No.: HLL/PCD/UIP/GMSD-1/2012'-13'**

<b>Sl No.</b>	<b>Description</b>	<b>Schedule</b>
i.	Dates of sale of tender enquiry documents	<b>19.02.2013 to 03.04.2013</b> , 10.00 Hrs. to 16.00 Hrs. (IST)
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida - 201 307
iii.	Cost of the Tender Enquiry Document	Rs. 5000/-
iv	Pre Tender Meeting Date & Time	<b>26.02.2013</b> , 1100 hrs IST
v	Pre Tender Meeting Venue	Same as 2 (ii)
vi.	Closing date & time for receipt of Tender	<b>04.04.2013</b> , 14.30 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	<b>04.04.2013</b> , 15.00 hrs IST
Viii	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs 5000/- per set (US\$ 100 for foreign bidder) in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of "**HLL Lifecare Limited**" payable at New Delhi.

4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers and by international airmail to the foreign tenderers, for which extra expenditure per set will be Rs 300/- for domestic post and (US\$ 50) for international airmail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Tenderer may also download the tender enquiry documents from the web site [www.lifecarehll.com](http://www.lifecarehll.com), [eproc.gov.in](http://eproc.gov.in) and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector -62, Noida -201307, Uttar Pradesh** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.

**For and on behalf of Ministry of Health & Family Welfare**  
**Head (P&CD)**  
**HLL Lifecare Limited,**  
**Procurement and Consultancy Division**  
**B-14 A, Sector-62, Noida-201 307**

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

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

<b>E</b>	<b>TENDER OPENING</b>	
25	Opening of Tenders	19
<b>F</b>	<b>SCRUTINY AND EVALUATION OF TENDERS</b>	
26	Basic Principle	19
27	Preliminary Scrutiny of Tenders	19
28	Minor Infirmary/Irregularity/Non-Conformity	20
29	Discrepancy in Prices	20
30	Discrepancy between original and copies of Tender	21
31	Qualification Criteria	21
32	Conversion of Tender Currencies to Indian Rupees	21
33	Schedule-wise Evaluation	21
34	Comparison of Tenders	21
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	21
36	Tenderer's capability to perform the contract	22
37	Contacting the Purchaser	22
<b>G</b>	<b>AWARD OF CONTRACT</b>	
38	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	22
39	Award Criteria	22
40	Variation of Quantities at the Time of Award	22
41	Notification of Award	23
42	Issue of Contract	23
43	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	23
44	Return of EMD	23
45	Publication of Tender Result	23
46	Corrupt or Fraudulent Practices	23

## SECTION – II GENERAL INSTRUCTIONS TO TENDERERS (GIT)

### A. PREAMBLE

#### 1. Definitions and Abbreviations

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

1.2. Definitions:

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



### 1.3 Abbreviations:

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxx) "MOH&FW" means Ministry of Health & Family Welfare, Government of India.
- (xxxii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) "RT" means Re-Tender.

## 2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

### **3. Availability of Funds**

3.1 Deleted.

### **4. Language of Tender**

4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

### **5. Eligible Tenderers**

5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified against clause 17 of GIT Sec. II in this document.

### **6. Eligible Goods and Services**

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

### **7. Tendering Expense**

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

## **B. TENDER ENQUIRY DOCUMENTS**

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

This bid document should be read with the Notice Inviting Tender (NIT) No. HLL/PCD/UIP/GMSD-1/2012'-13'/dt 19.02.2013 a copy of which is enclosed with this document in Section I. All clauses should be read in conjunction with any other instructions given elsewhere in this document on the same subject matter of the clause.

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

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements

- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List

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

## **9. Amendments to TE documents**

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

## **10. Clarification of TE documents**

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

## **C. PREPARATION OF TENDERS**

### **11. Documents Comprising the Tender**

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

#### **A) Techno – Commercial Tender (Un priced Tender)**

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (Un priced).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Power of attorney in favour of the signatory of the tender document.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Qualification Criteria as per section IX along with performance statement in Proforma at Appendix 'A' with all information given therein & enclosed with consignees / end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XII filled up with all the details including Make, Model, etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of incorporation in the country of origin.
- x) Checklist as per Section XX.
- xi) Statement of deviations parameter wise from tendered technical specification if any.
- xii) Statement of deviations parameter wise from tendered commercial conditions if any.
- xiii) A Certificate to the effect that the bidder has understood the terms & conditions of the bid document & has found no ambiguity/hindrance for participation in the bidding process.

**B) Price Tender:**

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

**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.

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

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

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

**12. Tender currencies**

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

12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currencies say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only. Such conversion of currencies will be done based on rate of exchange (TT buying rate) declared by the RBI as on the date of 'Price Bid' opening as already incorporated against clause 32 here after.

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

**13 Tender Prices**

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price

- schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.
- 13.2 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 and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.3.1 The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/firm/organisation or department of Govt. of India.
- 13.3.2 For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India.
- 13.3.3 If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
  - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
  - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
  - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
  - 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.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of goods quoted FOB port of Shipment, as indicated in the bid document.
  - b) The amount of freight and insurance and price of goods quoted CIP port of entry in India.
  - c) The price of goods quoted on DDP basis at consignee’s site in India as indicated in the List of Requirements, Price Schedule and Consignee List;
  - d) Wherever applicable, the amount of customs duty as percentage of net CIP value.
  - e) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of

delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;

- f) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- g) The transportation charges from CIP port of entry to consignee site.
- h) The prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- i) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule

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

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

#### 13.5.2 Excise Duty:

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

#### 13.5.3 Sales Tax:

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

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

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

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

such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

#### **13.5.5 Customs Duty:**

The supplier will pay the customs duty and clear the goods for transportation to consignee's site. Duty paid by the supplier shall be re-imbursed on submission of documents.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will not restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

#### **14. Indian Agent**

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
  - a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
  - b) The details of the services to be rendered by the agent for the subject requirement.
  - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- 14.2 An agent is not permitted to quote or represent on behalf of two manufacturers.

#### **15. Firm Price**

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

#### **16. Alternative Tenders**

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 Only one tenderer is permitted to quote for the same manufacturer irrespective of models.

#### **17 Documents Establishing Tenderer's Eligibility and Qualifications**

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

## **18. Documents establishing Good's Conformity to TE document.**

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

## **19. Earnest Money Deposit (EMD)**

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).



- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
  - ii) Banker's cheque and
  - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the **"HLL Lifecare Limited" payable at New Delhi** payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 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 or scheduled bank, but not cooperative banks in India by way of back-to-back counter guarantee.

## **20. Tender Validity**

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

## **21. Signing and Sealing of Tender**

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate". Duplicate tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders.
- 21.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

- 21.4 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.
- 21.5 The tenderer is to seal the original and each 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 along with schedule nos quoted. 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, 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.
- 21.6 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’** 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.
- 21.7 Techno-commercial Tender & Price Tender should be complete in all respect without any ambiguity. Techno-commercial tender incomplete in any respect will be rejected.

## **D. SUBMISSION OF TENDERS**

### **22. Submission of Tenders**

- 22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Life Care Limited, Procurement and Consultancy Division, B-14 A, Sector - 62, Noida -201307, Uttar Pradesh**. In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to **Head (P & CD)** or his nominee, **HLL Life Care Limited, Procurement and Consultancy Division, B-14 A, Sector -62, Noida -201307, Uttar Pradesh**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

### **23. Late Tender**

- 23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored and not considered.

### **24. Alteration and Withdrawal of Tender**

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

## **E. TENDER OPENING**

### **25. Opening of Tenders**

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

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

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

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

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

## **F. SCRUTINY AND EVALUATION OF TENDERS**

### **26. Basic Principle**

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

### **27. Preliminary Scrutiny of Tenders**

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions and specification of the TE Documents without material deviations, exceptions, objections, conditionality or reservations is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the

competitive position of other Bidders who have submitted substantially responsive bids. Without prejudice to the generality of the foregoing, material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 27.3 If a Tender is not substantially responsive (Non-Responsive), it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored. A non-responsive tender is one which deviates technically or commercially from any specific provision in the tender enquiry.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- (i) Tender form as per Section X (signed and stamped) not enclosed
  - (ii) Tender is unsigned.
  - (iii) Tender validity is shorter than the required period.
  - (iv) Required EMD (Amount, validity etc.) / exemption documents have not been provided.
  - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
  - (vi) Tenderer has not agreed to give the required performance security.
  - (vii) Goods offered are not meeting the tender enquiry specification.
  - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
  - (ix) Poor/ unsatisfactory past performance.
  - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
  - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
  - (xiii) Tenderer has not quoted for CMC/AMC/Turnkey wherever required/asked for.
  - (xiv) Failing to meet the Qualification Criteria supported with performance Proforma in "Appendix A" with Consignee/end user's certificate of satisfaction.

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

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

## **29 Discrepancies in Prices**

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

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

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

### **31. Qualification Criteria**

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

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

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

### **33. Schedule-wise Evaluation**

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

### **34. Comparison of Tenders**

- 34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on the term of delivery as asked for in the bid document. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation if so indicated in the bid document.

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

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

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

**37. Contacting the Purchaser**

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

**G. AWARD OF CONTRACT**

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

- 38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 38.2 The purchaser also reserves the right to consider & accept the tender for any of the items in the enquiry reserving the right to utilize tender for balance items at a later stage within the validity of the tender.

**39. Award Criteria**

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

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

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in

the “List of Requirements” (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

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

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

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

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

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

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

#### **44. Return of EMD**

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

#### **45. Publication of Tender Result**

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

#### **46. Corrupt or Fraudulent Practices**

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

#### **47. Integrity Pact (IP)**

The Integrity Pact (IP) will be one of the conditions in this tender enquiry. It will be considered to be a material deviation resulting into ignoring and rejecting the tender if the tenderers do not agree to accept it. The detailed terms of the IP are given below:

##### **The Public Authority commits that:**

- no official will demand or accept any illicit gratification to give any Of the parties an advantage at any stage of the project.
- all necessary and appropriate technical, legal and administrative information related to the contract will be made public
- none of the officials will make available confidential information to a bidder/contractor to give unfair advantage in the contract
- declaration by all concerned officials any conflict of interest and disclosure of own and family assets
- officials will report to appropriate government authority about any breach/attempt to breach a commitment.

##### **The Bidder commits that:**

- they will not offer any illicit gratification to obtain unfair advantage
- they will not collude with other parties to impair transparency and fairness
- they will not accept any advantage in exchange for unprofessional behavior
- will disclose all payments made to agents and intermediaries
- it will demonstrate existence of organization-wide code of conduct forbidding unethical practices

##### **Penalties**

For failure to implement IP, officials will be subject to penal action and bidders will face cancellation of contract, forfeiture of bond, liquidated damages and blacklisting. Action will not require criminal conviction but be based on “no-contest” after the evidence is made



available or there can be no material doubts. Disputes in IP implementation would be resolved by arbitration detailed in IP.

**48. Paying Authority:**

- 48.1 The payment for the supplies of stores / goods / equipment including agency commission, turnkey, installation and commissioning and any other payment mentioned in the tender enquiry will be made by the “**HLL Lifecare ltd**”, **Noida**.

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

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>	<b>Page No.</b>
A	1 to 7	Preamble	No Change	27
B	8 to 10	TE documents	No Change	27
C	11 to 21	Preparation of Tenders	No Change	27
D	22 to 24	Submission of Tenders	No Change	27
E	25	Tender Opening	No Change	27
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	27
G	38 to 45	Award of Contract	No Change	27

## **SPECIAL INSTRUCTIONS TO TENDERERS (SIT)**

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

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

### **A Preamble**

**No Change**

### **B TE documents**

**No Change**

### **C Preparation of Tenders**

**No Change**

### **D Submission of Tenders**

**No Change**

### **E Tender Opening**

**No Change**

### **F Scrutiny and Evaluation of Tenders**

**No Change**

### **G Award of Contract**

**No Change**

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

<b>SI No.</b>	<b>Topic</b>	<b>Page</b>
1	Application	29
2	Use of contract documents and information	29
3	Patent Rights	29
4	Country of Origin	29
5	Performance Security	29
6	Technical Specifications and Standards	30
7	Packing and Marking	30
8	Inspection, Testing and Quality Control	30
9	Terms of Delivery	31
10	Transportation of Goods	31
11	Insurance	32
12	Spare parts	32
13	Incidental services	33
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	33
15	Warranty	34
16	Assignment	35
17	Sub Contracts	35
18	Modification of contract	35
19	Prices	36
20	Taxes and Duties	36
21	Terms and mode of Payment	36
22	Delay in the supplier's performance	38
23	Liquidated Damages	39
24	Termination for default	40
25	Termination for insolvency	40
26	Force Majeure	40
27	Termination for convenience	40
28	Governing language	41
29	Notices	41
30	Resolution of disputes	41
31	Applicable Law	41
32	General/Miscellaneous Clauses	42

## **SECTION - IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Application**

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

#### **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 (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 30 months from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

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

## **6. Technical Specifications and Standards**

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

## **7. Packing and Marking**

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

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

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

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

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection

and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign or Domestic suppliers shall also have the equipment inspected by recognised/reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

## **9. Terms of Delivery**

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

## **10. Transportation of Goods**

- 10.1 a) Instructions for transportation of imported goods offered from abroad:

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

- b) In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.
- c) The procedure followed as above should be intimated to the purchaser.
- d) Whereas in case of CIP/CIF contracts inland transportation upto consignee site shall be arranged by the purchaser for DDP contracts same shall be arranged by the supplier/Indian agent as per the terms of the contract.
- e) The Indian agent shall take proactive measures before arrival of equipment /stores/goods at port of and obtain necessary CDEC, entry permit, road permit, Octroi exemption, etc from the concerned authority to avoid any hold up and/delay in supplies.

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

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

**11. Insurance:**

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

- i) in case of supply of domestic goods on free delivery to Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination or DDP Consignee's site. Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery.
- iii) The consignee will be shown as beneficiary in all the above cases for 110% value of the goods.
- iv) For Refrigerated vaccine Truck the insurance cover shall be arranged by the supplier up to the consignee destination.

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

**12. Spare parts**

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

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and



- b) In case the production of the spare parts is discontinued:
  - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

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

### **13. Incidental services**

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

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

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

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

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

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

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

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

- B) For goods imported from abroad

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

delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

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

## **15. Warranty**

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for 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, unless specified otherwise in the SCC.
- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
  - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover all wearable & non wearable components.
  - 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.
  - e. For Refrigerated vaccine Truck (Sch. No 14 & 15) warranty applicable is 2 years with unlimited mileage for engine and for others aggregates 2 years or up to 1,00,000 Kms, whichever occurs later.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, except for Refrigerated vaccine Truck the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action and to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination within 48 hours. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions. However for Refrigerated vaccine Truck an uptime warranty of 90% has to be maintained during the warranty period, with other terms & conditions of warranty as above remaining the same. Accordingly the list of service stations available across India to be submitted along with the bid for Refrigerated vaccine Truck.

- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

## **16. Assignment**

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

## **17. Sub Contracts**

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

## **18. Modification of contract**

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

## **19. Prices**

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

## **20. Taxes and Duties**

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

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

20.3 No exemption certificate will be provided by the consignees for custom duty, central Excise duty etc.

20.4 No form 'D' to be issued for concessional CST as the same is no longer applicable.

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

## **21. Terms and Mode of Payment**

### **21.1 Payment Terms**

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

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

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

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

90 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

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

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

Balance 10 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

#### **B) Payment for Imported Goods:**

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

**a) On Receipt of Goods:**

(Ninety ) 90% of the net CIP price (CIP price less Indian Agency commission) of the goods delivered shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill , marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch.
  
- (ix) Goods receipt certificate by the ultimate consignee on receipt of goods at this site/warehouse as per section XVII.

**b) On Acceptance:**

Balance payment of 10 % of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

**c) Payment of Incidental Costs till consignee site & Incidental Services** (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

**d) Payment of Indian Agency Commission:**

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

**e)** Balance payment to item like Refrigerated vaccine Truck will be released against consignee trial & acceptance certificate.

**(i) For Contract on CIP basis:**

**C) Payment of Turnkey, if any:**

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule.

**(ii)For Contract on as DDP basis**

Payment of custom duty amount an commissioning rate with Custom Duty Exemption Certificate (CDEC), if CDEC is or on actual basis not provided shall be reimbursed against proof of such payment along with. Customs clearance and handling charges, loading/unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) in Indian Rupees to the Indian agent after 100% payment to the foreign principal.

**D) Payment for Annual Comprehensive Maintenance Contract 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 Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non – transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
  - (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
  - (b) Delay in supplies, if any, has been regularized.
  - (c) The contract price where it is subject to variation has been finalized.
  - (d) The supplier furnishes the following undertakings:

“I/We, \_\_\_\_\_ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

**22. Delay in the supplier's performance**

- 22.1 The supplier shall deliver 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 & the date of delivery of the goods stipulated in the list of requirement shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date(s)/time as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
  - (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security and
  - (iii) termination of the contract for default.

- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

## **22.6 Passing of Property**

- 22.6.1 The property in goods shall not pass to the purchaser unless & until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- 22.6.2 Unless otherwise agreed the goods remain of the supplier's risk until the property therein is transferred to the purchaser.

## **23. Liquidated damages**

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

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

## **24. Termination for default**

- 24.1 The Purchaser/Consignee , without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee ), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## **25. Termination for insolvency**

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

## **26. Force Majeure**

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

## **27. Termination for convenience**

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to



which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services 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.

## **28. Governing language**

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

## **29. Notices**

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **30. Resolution of disputes**

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Secretary, Ministry of Health and Family Welfare. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

## **31. Applicable Law**

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

## **32. 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 sums 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.

### **33. General/ Miscellaneous Clauses**

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

## **SECTION – V**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

**SECTION - VI**  
**LIST OF REQUIREMENTS**

Sl. No.		Equipment Name	Consignee	Quantity	Total Quantity
1	1a	Walk in Cooler (WIC) 200 cubic meter with single access door control	Cold Rooms - Kolkata	1	6
	1b	Walk in Cooler (WIC) 200 cubic meter with single access door control	Cold Rooms – Delhi	1	
	1c	Walk in Cooler (WIC) 100 cubic meter with single access door control	Cold Rooms – Chennai	1	
	1d	Walk in Cooler (WIC) 60 cubic meter with single access door control	Cold Rooms – Hyderabad	1	
	1e	Walk in Cooler (WIC) 120 cubic meter with single access door control	Cold Rooms – Karnal	1	
	1f	Walk in Cooler (WIC) 40 cubic meter with single access door control	Cold Rooms – Guwahati	1	
2	2a	Walk in Freezer (WIF) 32 cubic meter with single access door control	Cold Rooms – Delhi	2	5
	2b	Walk in Freezer (WIF) 32 cubic meter with single access door control	Cold Rooms – Chennai	1	
	2c	Walk in Freezer (WIF) 20 cubic meter with single access door control	Cold Rooms – Hyderabad	1	
	2d	Walk in Freezer (WIF) 20 cubic meter with single access door control	Cold Rooms – Guwahati	1	
3	3a	Electronic Data logger for Controlling and Monitoring Temperature	Cold Rooms - Kolkata	1	7
	3b		Cold Rooms - Mumbai	1	
	3c		Cold Rooms – Delhi	1	
	3d		Cold Rooms – Chennai	1	
	3e		Cold Rooms – Hyderabad	1	
	3f		Cold Rooms – Karnal	1	
	3g		Cold Rooms – Guwahati	1	
4	4a	40 KVA DG Sets with Panels	Cold Rooms – Delhi	2	9
			Cold Rooms – Hyderabad	2	
			Cold Rooms – Chennai	1	
			Cold Rooms – Karnal	1	
			Cold Rooms - Mumbai	2	
			Cold Rooms - Guwahati	1	

	<b>4b</b>	<b>25 KVA DG Sets with Panels</b>	<b>Cold Rooms – Chennai</b>	<b>1</b>	<b>1</b>
	<b>4c</b>	<b>60 KVA DG Sets with Panels</b>	<b>Cold Rooms – Karnal</b>	<b>1</b>	<b>1</b>
<b>5</b>	<b>5a</b>	<b>Refrigerated Trucks Large</b>	<b>Cold Rooms – Kolkata</b>	<b>2</b>	<b>8</b>
	<b>5b</b>		<b>Cold Rooms - Mumbai</b>	<b>2</b>	
	<b>5c</b>		<b>Cold Rooms - Chennai</b>	<b>1</b>	
	<b>5d</b>		<b>Cold Rooms - Hyderabad</b>	<b>1</b>	
	<b>5e</b>		<b>Cold Rooms - Delhi</b>	<b>1</b>	
	<b>5f</b>		<b>Cold Rooms- Karnal</b>	<b>1</b>	
<b>6</b>	<b>6a</b>	<b>Refrigerated Trucks Small</b>	<b>Cold Rooms – Guwahati</b>	<b>2</b>	<b>2</b>

**Part II: Required Delivery Schedule:**

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

Within 90 days from date of Notification of Award to delivery at consignee's site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period which will however not attract any preference for earlier delivery).

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

Within 90 days from the date of opening of L/C at consignee's site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period which will however not attract any preference for earlier delivery).

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

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

- The equipment should be installed, commissioned, demonstrated, trial run & training etc within 30 days from the date of delivery and handing over the site for installation by the consignee, failing which it will attract liquidated damage for delay in supply. This applies to both (a) & (b) above.

**Part IV:**

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

**Part V:**

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification.

**Part VI:**

**Required Terms of Delivery and Destination.**

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

At Consignee's Site

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

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

The foreign tenderers are required to quote their rates on DDP at consignee's site basis giving break up of the price as per the Proforma prescribed in the Price Schedule.

The shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XIX.

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

**Destination/Consignee details are given in Section XXI**

## **Section – VII**

### **Technical Specifications**

- Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 under heading (c) preparation of tenders. The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it's tender is liable to be ignored.
- Note 2:** General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centers across the country on every preventive maintenance call.
- Note 3:** 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. If the firm has not quoted for any optional item (except the items of turnkey) their offer will be treated as **TECHNICALLY RESPONSIVE** if otherwise meeting the specification.
-

# **Technical Specification**

## **Schedule 1:Equipment Specifications for Walk in Cooler**

### **1 Description of Function**

- 1.1 Walk in Cooler is required to store vaccines at a temperature between 2 deg to 8 deg C.

### **2 Operational Requirements**

- 2.1 To be constructed of prefabricated, modular complete with floor and ceiling panels, mounted on a flat, solid concrete base. The vaccine cold store must provide total, 24-hour, all-season reliability under all conditions for the stored materials
- 2.2 All refrigeration machinery must be provided with 100% standby capacity, with duplicate, independent controls, pipe work, instrumentation and machinery, to provide against failure of the primary system. Automatic changeover and starting of the secondary system is to be provided, activated by thermostatic or electrical control.
- 2.3 Recommended spare parts kits to provide normal operation, provision of a service contract covering routine and emergency maintenance requirements, and details of installation-commissioning and guarantee-period charges are each to be stated as separate items in the tender price quoted.

### **3 Technical Specifications**

- 3.1 Internal Temperature : +2 deg to +8 deg C adjustable (i)during 43 deg C continuous ambient(ii) 32 deg continuous ambient (iii) 45/05 deg C day/night cycling temperatures
- 3.2 Fabrication:  
Outer and inner: PVC sheet coated (minimum thickness 70 micron), made of galvanized steel panels double wall having minimum thickness 22 SWG each. Panel shall have minimum 100 mm insulation material as specified in para 3.3 sandwiched between two walls.  
Dimensions- Internal Height of 2.4 m.  
Flooring: 1<sup>st</sup> layer: 75 mm cement concrete (dimensions suitable to the size of cold room); 2<sup>nd</sup> layer: of specified insulation as specified in para 3.3 of suitable thickness to meet the requirement of specified performance parameter of minimum 8 hrs hold over time; and 3<sup>rd</sup> layer of 6mm (minimum) Aluminum checker plate. The floor should be capable to support load of 250 kg/m<sup>2</sup>.
- 3.3 Insulation: CFC-Free Urethane foam or extruded polystyrene foam core bonded sandwiched between two galvanized steel sheet having minimum thickness 100 mm for WIC larger than 40 cum capacity and 80 mm for less than 40 cum capacity, density of not less than 40 kg/m<sup>3</sup> and having a thermal conductivity of 0.17 w/m2k or better for hot zone climate. The insulation should be suitable for maintaining 8 hrs hold over time at 43°C ambient temperature.
- 3.4 Door with(1) frame heating (2) heavy duty lock with internal safety release,(3) shelving system and (4) plastic curtains on the door way. Door to cold rooms to be lockable with 100% fail-safe provision for opening from inside. Entrance door shall have an incandescent vapor-proof light mounted on the interior of the door section. The door dimensions will be 34" to 40"(W)x72" to 80"(H). Internal ceiling-mounted tungsten filament lighting with an external switch and pilot light should be provided. The external light and light switch must be fixed to the wall of the cold room enclosure near to the entrance door. The minimum illumination level on the vertical face of the lowest shelves must be 150 lux. The lighting should be evenly distributed inside the cold room.



- 3.5 Dual Refrigeration system (100% standby) air cooled refrigeration units, split type, automating defrosting (electric or hot gas) CFC free refrigerant. Tropicalized units suitable for ambient temperature up to 45 deg C.
- 3.6 Wall mounted seven days digital thermometer of 4 digits LCD/LED Display with data logging capability of 7 days with suitable printer for report generation with remote sensor.
- 3.7 High and Low temperature alarm unit.
- 3.8 Condensing unit(s) to comprise compressor, forced air condenser, oil separator, liquid receiver to carry full charge, filter/dryer with flare connections, service and isolating stop valves, high and low pressure dial gauges and oil level sight glass.
- 3.9 Storage conditions to be maintained at + 6 deg C  $\pm$ 2 deg C continuously, control by thermostat on each cold room, condensing unit(s) fitted with high and low pressure cutouts, time-operated electric defrost control and compressor motor overloads.
- 3.10 Cold room(s) to be fitted with locally made/manufactured, running adjustable perforated shelves 600 mm wide at 600 mm spacing; four shelves above the ground all around the wall and intermediate shelves should be placed suitably. The total area covered by shelves should be at least 42% of the ground area. There should be a minimum 900 mm distance in between two intermediate racks, to facilitate the movement of men and material. The final drawing of the room with shelves will have to be got approved from the authorities after placement of NOA. The material of the shelves should be non corrosive 304 grade stainless steel to take load of at least 20 kg/sq.foot. The top face of the lowest shelf must be mounted 200 mm above the floor. Shelving must be washable.
- 3.11 Evaporators to be forced-draught, electric-defrost, ceiling-mounted units with fitted condensate drip tray and drain connection.
- 3.12 The room should be fitted with a pressure release vent which should open and allows enough outside air to enter and rebalance any pressure difference.
- 3.13 Voltage stabilizer broad specifications:  
 KVA Rating : As suitable.  
 For single phase Input Voltage 160-260 V AC 50 Hz and output 220-240 V AC 50 Hz  
 For three phase : Input Voltage 275-440 V 50 Hz ;Output : 400 V +/- 1%, 50 Hz. Three phase four wires (for more than 16.5 cum capacity cold room)  
 Common Specs:  
 3-4 sec cut off and 2 minutes restart delay. Facilities for manual control of output. Arrangements for direct supply bypassing the stabilizer in case of failures, voltmeter and indicators on front panel, suitable safety and protection devices. Quick start arrangement for bypassing restart delay  
 The voltage stabilizer would be one but should be able to run both the working and stand by units simultaneously.

#### **4 System Configuration Accessories, spares and consumables**

- 4.1 System as specified-
- 4.2 Recommended Spare parts kit for operations should be quoted. The quote should include the following components in one kit:  
 evaporator/condenser fan motor; Compressor: capacitor; contactor; auxiliary relay; defrost timer; dual pressure switch; thermostat; drier; control switch; fuse, automatic; transformer; high pressure switch and any other recommended item.
- 4.3 Special 1 service tools for cold/freezer rooms should be quoted for refrigeration unit for non CFC refrigerant used. The quote should include: leak detector; serviceman's kit in special case (R-134a or R404 or other non CFC refrigerant), including valves, hoses and manometers; refrigerants cylinder (R-134a or R404 or other non CFC refrigerant), 12 kg; compressor oil to be used with (R-134a or R404 or other non CFC refrigerant)

## **5 Environmental factors**

- 5.1 The unit shall be capable of operating continuously in ambient temperature of 5 to 45 deg C and relative humidity of 15-90%
- 5.2 Complete installation to be done by the supplier inclusive of installation of stabilizer, drainage system and assembly of the panels and installation of refrigerator units, data logger, and complete earthing and smoke evacuation system, including all civil, electrical and all other related work required for installation.

## **6 Power Supply**

- 6.1 Power input: 220-240V/ 50 Hz AC Single phase or 380-400V AC 50 Hz Three phase fitted with appropriate Indian plugs and sockets.
- 6.2 Suitable automatic voltage regulator/stabilizer meeting ISI specifications should be supplied. Broad Specifications are: Automatic Type input 150-280V, Output 220V +/-7% 50 Hz, single phase, AC with automatic 2-4 sec cut off and 6-9 minutes restart delay. Quick start arrangements for bypassing the start delay. Suitable MCB on input voltmeter and indicators on Front Panel. Input power cable with 15A Plug and six way output terminal strips for two outlets.

## **7 Standards, Safety and Training**

- 7.1 Electrical and refrigeration components and the panels should have national or international approvals like UL, NSF or BIS.
- 7.2 Comprehensive warranty for 2 years and 5 years AMC after warranty
- 7.3 Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
- 7.4 All operational and maintenance training to the end users after successful installation and commissioning.

## **8 Documentation**

- 8.1 Certificate of inspection of any capacity from an independent laboratory approved /recognized by WHO/UNICEF/National Accreditation Board /STQC Labs is essential and is required to be submitted along with techno-commercial bid.
- 8.2 Separate Certificate of inspection for tendered item from an independent laboratory approved/recognized by WHO/UNICEF/National Accreditation Board/ STQC Labs is essential and is required to be submitted at the time of delivery.
- 8.3 List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 8.4 List of important spare parts and accessories with their part number and costing.
- 8.5 User/Technical/Maintenance manuals to be supplied in English.
- 8.6 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist.  
The job description of the hospital technician and company service engineer should be clearly spelt out

## **Schedule 2: Equipment Specifications for Walk in Freezer**

### **1 Description of Function**

- 1.1 Walk in Freezer is required for storing Vaccines and other items at - 20 deg C.

### **2 Operational Requirements**

- 2.1 To be constructed of prefabricated, modular complete with floor and ceiling panels, mounted on a flat, solid concrete base. The vaccine cold store must provide total, 24-hour, all-season reliability under all conditions for the stored materials
- 2.2 All refrigeration machinery must be provided with 100% standby capacity, with duplicate, independent controls, pipe work, instrumentation and machinery, to provide against failure of the primary system. Automatic changeover and starting of the secondary system is to be provided, activated by thermostatic or electrical control.
- 2.3 Recommended spare parts kits to provide for normal operation, provision of a service contract covering routine and emergency maintenance requirements, and details of installation-commissioning and guarantee-period charges are each to be stated as separate items in the tender price quoted.

### **3 Technical Specifications**

- 3.1 Internal Temperature: -20 deg +/- 5 deg adjustable (i)during 43 deg C continuous ambient(ii) 32 deg continuous ambient (iii) 45/05 deg C day/night cycling temperatures.
- 3.2 Fabrication: Outer and inner: PVC sheet coated (minimum thickness 70 micron), made of galvanized steel panels double wall having minimum thickness 22 SWG each. Panel shall have minimum 100 mm insulation material as specified in para no 3.3 sandwiched between two walls. Dimensions- Internal Height of 2.4 m.  
Flooring: 1<sup>st</sup> layer: 75 mm cement concrete (dimensions suitable to the size of cold room); 2<sup>nd</sup> layer: of specified insulation as specified in para 3.3 of suitable thickness to meet the requirement of specified performance parameter of minimum 8 hrs hold over time; and 3<sup>rd</sup> layer of 6mm (minimum) Aluminum checker plate. The floor should be capable to support load of 250 kg/m<sup>2</sup>.
- 3.3 Insulation: CFC-Free Urethane foam or extruded polystyrene foam core bonded sandwiched between two galvanized steel sheet having minimum thickness 100 mm for WIF larger than 40 cum capacity and 80 mm for less than 40 cum capacity, density of not less than 40 kg/m<sup>3</sup> and having a thermal conductivity of 0.17 w/m<sup>2</sup>k or better for hot zone climate. The insulation should be suitable for maintaining 8 hrs hold over time at 43°C ambient temperature.
- 3.4 Door with (1) frame heating (2) heavy duty lock with internal safety release, (3) shelving system and (4) plastic curtains on the door way. Door to cold rooms to be lockable with 100% fail-safe provision for opening from inside. Entrance door shall have an incandescent vapor-proof light mounted on the interior of the door section. The door dimensions will be 34" to 40"(W)x72" to 80"(H). Internal ceiling-mounted tungsten filament lighting with an external switch and pilot light should be provided. The external light and light switch must be fixed to the wall of the cold room enclosure near to the entrance door. The minimum illumination level on the vertical face of the lowest shelves must be 150 lux. The lighting should be evenly distributed inside the cold room.
- 3.5 Dual Refrigeration system (100% standby) air cooled refrigeration units, split type, automating defrosting (electric or hot gas) CFC free refrigerant. Tropicalized units suitable for ambient temperature up to 45 deg C.

- 3.6 Wall mounted seven days digital thermometer of 4 digits LCD/LED Display with data logging capability of 7 days with suitable printer for report generation with remote sensor.
- 3.7 High and Low temperature alarm unit.
- 3.8 Condensing unit(s) to comprise compressor, forced air condenser, oil separator, liquid receiver to carry full charge, filter/dryer with flare connections, service and isolating stop valves, high and low pressure dial gauges and oil level sight glass.
- 3.9 Storage conditions to be maintained at -20 deg C  $\pm$ 5 deg C continuously, control by thermostat on each cold room, condensing unit(s) fitted with high and low pressure cutouts, time-operated electric defrost control and compressor motor overloads.
- 3.10 Cold room(s) to be fitted with locally made/manufactured, running adjustable perforated shelves 600 mm wide at 600 mm spacing; four shelves above the ground all around the wall and intermediate shelves should be placed suitably. The total area covered by shelves should be at least 42% of the ground area. There should be a minimum 900 mm distance in between two intermediate racks, to facilitate the movement of men and material. The final drawing of the room with shelves will have to be got approved from the authorities after placement of NOA. The material of the shelves should be non corrosive 304 grade stainless steel to take load of at least 20 kg/sq.foot. The top face of the lowest shelf must be mounted 200 mm above the floor. Shelving must be washable.
- 3.11 Evaporators to be forced-draught, electric-defrost, ceiling-mounted units with fitted condensate drip tray and drain connection.
- 3.12 The room should be fitted with a pressure release vent which should open and allows enough outside air to enter and rebalance any pressure difference.
- 3.13 Voltage stabilizer broad specifications:  
KVA Rating : As suitable.  
For single phase Input Voltage 160-260 V AC 50 Hz and output 220-240 V AC 50 Hz  
For three phase : Input Voltage 275-440 V 50 Hz ;Output : 400 V $\pm$  1%, 50 Hz. Three phase four wires. (for more than 16.5 cum capacity cold room)  
Common Specs:  
3-4sec cut off and 2 minutes restart delay. Facilities for manual control of output. Arrangements for direct supply bypassing the stabilizer in case of failures, voltmeter and indicators on front panel, suitable safety and protection devices. Quick start arrangement for bypassing restart delay.  
The voltage stabilizers would be one but should be able to run both the working and stand by units simultaneously.

#### **4 System Configuration Accessories, spares and consumables**

- 4.1 System as specified-
- 4.2 Recommended Spare parts kit for operations should be quoted. The quote should include the following components in one kit:  
evaporator/condenser fan motor; compressor capacitor; contactor; auxiliary relay; defrost timer; dual pressure switch; thermostat; drier; control switch; fuse, automatic; transformer; high pressure switch and any other recommended item.
- 4.3 Special l service tools for cold/freezer rooms should be quoted for refrigeration unit for non CFC refrigerant used . The quote should include: leak detector; serviceman's kit in special case (R-134a or R404 or other non CFC refrigerant), including valves, hoses and manometers; refrigerants cylinder (R-134a or R404 or other non CFC refrigerant),12 kg; compressor oil to be used with (R-134a or R404 or other non CFC refrigerant)

#### **5 Environmental factors**

- 5.1 The unit shall be capable of operating continuously in ambient temperature of 5 to 45 deg C and relative humidity of 15-90%

- 5.2 Complete installation to be done by the supplier inclusive of installation of stabilizer, drainage system and assembly of the panels and installation of refrigerator units, data logger, and complete earthing and smoke evacuation system including all civil, electrical and all other related work required for installation.

## **6 Power Supply**

- 6.1 Power input: 220-240V/ 50 Hz AC Single phase or 380-400V AC 50 Hz Three phase fitted with appropriate Indian plugs and sockets.
- 6.2 Suitable automatic voltage regulator/stabilizer meeting ISI specifications should be supplied. Broad Specifications are: Automatic Type input 150-280V,output 220V +/-7% ,50 Hz, single phase, AC with automatic 2-4 sec cut off and 6-9 minutes restart delay. Quick start arrangements for bypassing the start delay. Suitable MCB on input voltmeter and indicators on Front Panel. Input power cable with 15A Plug and six way output terminal strips for two outlets.

## **7 Standards, Safety and Training**

- 7.1 Electrical and refrigeration components and the panels should have national or international approvals like UL , NSF or BIS.
- 7.2 Comprehensive warranty for 2 years and 5 years AMC after warranty
- 7.3 Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
- 7.4 All operational and maintenance training to the end users after successful installation and commissioning.

## **8 Documentation**

- 8.1 Certificate of inspection of any capacity from an independent laboratory approved /recognized by WHO/UNICEF/National Accreditation Board /STQC Labs is essential and is required to be submitted along with techno-commercial bid.
- 8.2 Separate Certificate of inspection for tendered item from an independent laboratory approved/recognized by WHO/UNICEF/National Accreditation Board/ STQC Labs is essential and is required to be submitted at the time of delivery.
- 8.3 List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 8.4 List of important spare parts and accessories with their part number and costing
- 8.5 User/Technical/Maintenance manuals to be supplied in English.
- 8.6 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

**Equipment Specifications for Single door access control unit for WIC/WIF at the vaccine storage centers**

<b>General Characteristics</b>	Under Universal Immunization program (UIP) temperature sensitive vaccines are stored at various Cold Rooms, Walk in Cold Rooms (WIC), Walk in freezers (WIF) and other refrigerated storage systems at GMSDs and other state level vaccine storage centers. The single door access control unit for WIC/WIF is required to control the entry of unauthorized persons, frequent and excess opening of the WICs & WIFs all over India.
<b>Type and application</b>	The system should have an ability to permit or deny the use of particular resource by a particular entity. The access control card have embedded microprocessor and memory. The person operating the smart card system should be identified through their code numbers so that the accountability may be achieved. The information recorded should be sufficient to map the subject to a controlling user.
<b>System Configuration-</b>	The system should be used in combination with an serial printer (the supply of serial printer is in scope of bidder), the Single Door System clock/calendar (time and event) verification. Long term memory retention and a self diagnostics feature which should continuously monitor the internal circuitry for proper function. The system should have switch inputs including door position switch, alarm switch, and remote unlock switch. Additionally, all three switch inputs should be electronically isolated through the use of opto-isolator.
<b>Alarm system</b>	The unit alarm function should activate when the door is forced open by an unauthorized person or the door is held open too long (propped only).
<b>Other features</b>	Company should have a strong service support all over India with a calibration laboratory to do the calibration.
<b>Environment factor</b>	The unit shall be capable of operating continuously in ambient temperature of 5 to 45 deg C and relative humidity of 15-90%
<b>Standards, Safety and Training</b>	<p>All the components should have national or international approvals like UL, NSF or BIS.</p> <p>Comprehensive warranty for 2 years and 5 years AMC after warranty</p> <p>Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance, test as per guidelines provided in the service/maintenance manual.</p> <p>A comprehensive training should given to all the officials connected with WIC/WIF.</p> <p>An emergency master key may be provided to open the door without power supply.</p>

**Schedule 3:Equipment Specifications for Wireless Data logging System for monitoring of Temperatures at vaccine storage centers**

<b>General Characteristics</b>	Under Universal Immunization program (UIP) temperature sensitive vaccines are stored at various Cold Rooms, Walk in Cold Rooms (WIC), Walk in freezers (WIF) and other refrigerated storage systems at GMSDs and other state level vaccine storage centers. The Wireless data monitoring System is required to monitor the temperature in WICs & WIFs all over India.
<b>Type and application</b>	System should be based on Wireless technology using Radio frequency for transmission of data though digital signals from monitoring points to PC.
<b>System Configuration-</b>	System consisting of <ul style="list-style-type: none"> <li>● Radio Modules connected to appropriate temperature sensors</li> <li>● Radio Receiver connected to a compactable with window base PC</li> <li>● Repeater Modules may be used to ensure required signal strength between Radio Modules and Radio Receivers.</li> <li>● Suitable windows soft ware.</li> <li>● There should not be use of any wires between radio modules and Radio Receivers</li> </ul>
<b>Principal of data transmission</b>	<ul style="list-style-type: none"> <li>● Real time data monitoring and Data transmission done through radiofrequency.</li> <li>● System should be based on a specific Radio frequency and should be allowed to be used for RFID or similar work under the notification of Ministry of Communications.</li> </ul>
<b>Signal Strength and Coverage -</b>	<ul style="list-style-type: none"> <li>● Wireless coverage range should be minimum 250 meters in the open area.</li> <li>● System should be able to extend the coverage up to 3000 meters with repeater modules.</li> <li>● Datalogging system should be capable of connecting 200+ dataloggers to single receiver/computer.</li> <li>● No interference radio frequency of WiFi network, Bluetooth, cordless phone, microwave, which operate in the overcrowded bandwidth of 2.4 GHz.</li> </ul>
<b>Parameters required</b>	<ul style="list-style-type: none"> <li>● Parameters required for datalogging are. <ul style="list-style-type: none"> <li>○ Temperature of (-) 15 to (-) 25° C for WIFs</li> <li>○ Temperature of 2 to 8°C for WICs,</li> </ul> </li> </ul>
<b>Operation Details</b>	<ul style="list-style-type: none"> <li>● Radio Modules should work with single Lithium battery and internal memory of 3000 data points for backup in event of system failure.</li> <li>● System should be capable of capturing data from 1 minute to 24 hours.</li> <li>● Client Server based software that can have access control from any location.</li> <li>● System should be able to generate reports daily, weekly months for all the logged in data.</li> <li>● System should be able to offer Remote access through internet and LAN</li> </ul>

	connection																								
<b>Alert System for deviation from High and Low Threshold Temp</b>	<ul style="list-style-type: none"> <li>System should generate time Alerts with availability of spontaneous emission of data in case of deviation.</li> <li>Alerts are to be generated through phone, fax, email, print out etc. Provisions of connecting to suitable external hooter and blinking light The alarm should have minimum audibility 120dB at 1 meter distance and frequency of 470 Hz. The blinker light should have high intensity incandescent bulb of red colour.</li> <li>Pre alert and temporization real time should be allowed in the software to reduce false alarms.</li> <li>System should be able to generate technical alerts,</li> <li>System should enable to check easily the status of balanced Battery life, signal strength of each radio module, and data transmission</li> <li>The probes should be calibrated with a traceability certificate.</li> </ul>																								
<b>Other features</b>	<ul style="list-style-type: none"> <li>Company should have a strong service support all over India with a calibration laboratory to do the calibration and servicing of data loggers.</li> </ul>																								
<b>Requirements</b>	<p>System is required to be installed at 7 GMSDs with specified locations and to be monitored centrally at Delhi and other places.</p> <table border="1"> <thead> <tr> <th>GMSD</th> <th>No. of WIFs</th> <th>No. of WICs</th> </tr> </thead> <tbody> <tr> <td>Karnal</td> <td>3</td> <td>1</td> </tr> <tr> <td>Delhi</td> <td>2</td> <td>1</td> </tr> <tr> <td>Chennai</td> <td>2</td> <td>1</td> </tr> <tr> <td>Kolkatta</td> <td>2</td> <td>1</td> </tr> <tr> <td>Guwahati</td> <td>1</td> <td>1</td> </tr> <tr> <td>Hyderabad</td> <td>1</td> <td>1</td> </tr> <tr> <td>Mumbai</td> <td>3</td> <td>1</td> </tr> </tbody> </table> <p>For each WIF and WIC there should be use of 4 temperature monitoring sensors connected to 4 or 2 Radio modules.</p>	GMSD	No. of WIFs	No. of WICs	Karnal	3	1	Delhi	2	1	Chennai	2	1	Kolkatta	2	1	Guwahati	1	1	Hyderabad	1	1	Mumbai	3	1
GMSD	No. of WIFs	No. of WICs																							
Karnal	3	1																							
Delhi	2	1																							
Chennai	2	1																							
Kolkatta	2	1																							
Guwahati	1	1																							
Hyderabad	1	1																							
Mumbai	3	1																							
<b>Environment factor</b>	The unit shall be capable of operating continuously in ambient temperature of 5 to 45 deg C and relative humidity of 15-90%																								
<b>Standards, Safety and Training</b>	<ul style="list-style-type: none"> <li>All the components should have national or international approvals like UL, NSF or BIS.</li> <li>Comprehensive warranty for 2 years and 5 years AMC after warranty</li> </ul>																								



	<ul style="list-style-type: none"> <li>• Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance, test as per guidelines provided in the service/maintenance manual.</li> <li>• A comprehensive training should be given to all the officials connected with WIC/WIF.</li> </ul>
<b>Computer and printer</b>	Latest branded PC of reputed make with configuration having, Intel core, minimum 2 duo processor, 500 GB hard disk, 3 GB RAM, 21 inch TFT Monitor, and other standard components and accessories. The PC should be compatible with data logger. A suitable Printer has also be supplied along with.
<b>License</b>	Any statutory requirement of license if any for the supply and use of wireless data logger system will be obtained by the supplier

## **Schedule 4: Specifications for Diesel Generating sets**

### **Detailed Specifications:**

Diesel Engine and alternator shall be close coupled or provided with flexible coupling and mounted on a base plate of robust construction.

### **SPECIFICATION FOR ALTERNATOR, DIESEL ENGINE AND MANUAL/AMF CONTROL PANELS**

#### **1. Alternator:**

The alternator shall be self excited and self regulated of specified KVA rating in single/three phase at 240/415 Volt, 50Hz,1500 RPM and **1/0.8 power factor** and shall confirm to IS:13364(Part 1):1992(reaffirmed 2003)(upto 20KVA) or IS:13364(Part 2):1992(reaffirmed 2003)(above 20KVA). The alternators shall be of brush type or brush less type with VG-1 Grade of voltage regulation for ratings up to 82.5 KVA and of brush less type only for ratings above 82.5KVA with VG-3 grade of voltage regulation. The alternators shall be screen protected drip proof with Min.IP-21 degree of protection as per IS: 4691/85. The class of insulation of the Alternator would be F/H. The rated voltage of Alternator will be 240/415 V.

#### **2.Diesel Engine:**

Diesel Engine shall be air or water cooled as specified, electric start developing required B.H.P at 1500 RPM with Class A-2 governing or better for alternator to deliver specified continuous KVA output at 0.8 lagging PF at NTP conditions (all rating shall be tested at unity PF). The diesel Engine should be capable of providing 10% overload for one hour for every 11 hours continuous running at full load.

Naturally aspirated engines shall confirm to IS: 10000-1/81 series and engines upto and including 20KVA rating shall be ISI marked and IS 10000-2/81 for engines above 20KW. Pressure charged engine shall confirm to IS: 13018/1990(reaffirmed 2000).

The Diesel Engine shall be complete with the following accessories:

- a) Fuel tank with capacity for 12 hours continuous running at full load.
- b) Engine instrument panel consisting of starting switch with key, lube oil temperature and pressure gauges, (water temperature gauge in case of water cooled engines), RPM indicator and hour meter.
- c) Safety controls to shut down the engine in the event of low lube oil pressure or high cylinder head temperature in case of air-cooled engines or high water temperature in case of water cooled engines.
- d) Radiators in case of water-cooled engines.
- e) Exhaust silencer of residential type.
- f) 12V or 24V starting system complete with starter motor, charging alternator and cutout.
- g) Lead acid batteries of suitable ratings with connecting cables. The batteries shall be supplied in uncharged conditions and shall confirm to relevant IS specifications.

- h) Standard set of tools consisting of a set of three spanners, one screw driver, one standard plier and one nose plier of appropriate size shall be provided to the DDOs along with DG sets free of cost for each of DG sets.

### **3. Manual Control Panel:**

The control panel shall be fabricated from steel sheet of 1.5mm thick minimum duly pretreated and aesthetically finished. The Control Panel shall be totally enclosed, dust and vermin proof, floor mounted or wall mounted/skid mounted or integral type (unless specifically specified as one of these options by DDOs) with IP-53 degree of protection as per IS:13947(pt 1)/1993 (reaffirmed 2004).

The control panel shall have the following instruments:

a) Composite meter for digital display of:-

- i) Generator voltage
- ii) Load current
- iii) Power factor
- iv) Frequency (for 15KVA & above)
- v) Energy (for 15KVA & above)

b) One MCCB of suitable rating for DG sets

c) Push button switch for ON and OFF operation

d) Pilot lamps, three in case of single phase and five numbers in case of three phase (one for each phase, one for load on set and one for charging on)

e) Battery charger complete with voltage regulator, voltmeter and ammeter for charging the battery from mains. This will be in addition to the battery charging alternator fitted on the engine.

All the components in the control panel shall be properly mounted, duly wired and labeled. Suitable terminals are to be provided for panel incoming and outgoing connections. The instruments/components shall be of reputed make.

### **4. AMF CONTROL PANEL:**

Automatic mains failure (AMF) control panel where applicable shall be able to start up the DG set and transfer the loads on to the DG sets on mains failure without requiring any human intervention. Similarly on restoration of mains supply it shall be able to transfer the load to mains supply and switch off the DG set automatically.

The AMF panel shall be an enclosure with the IP-53 degree of protection to IS:13947(pt 1)/1993 fabricated from minimum 1.5mm thick sheet duly pre-treated and aesthetically finished.

The AMF control panel shall have the following instruments:

a) Microprocessor based relay with composite meter for digital display of:-

- i) Generator voltage/AC Mains voltage
- ii) Generator current
- iii) Power factor
- iv) Frequency (for 15 KVA & above)
- v) Energy (for 15KVA and above)

- vi) Three attempts engine start/engine-cranking relay
- vii) On-delay timer for load change over
- viii) On-delay timer for engine shut off.

b) Mode selector switch for setting the panel on any one position such as off or auto or manual or test.

c) Engine On-Off switch(Push button type)

d) MCCB of suitable rating shall be provided

e) Rectangular aluminum bus bars (one number for each phase, neutral and earthing terminal) of adequate ratings duly colour coded with heat shrinkable PVC sleeves.

f) Two contactors of suitable rating (one for DG set & one for AC mains) with over load relay.

g) Under-voltage relay for mains.

h) Battery charger complete with voltage regulator, float or booster selector switch, on-off switch, voltmeter and ammeter for charging the battery from mains. This will be in addition to the battery charging alternator fitted on the engine.

i) Instrument and Control fuses

j) Five number indicating lamps to indicate 'mains ON', 'load on mains', 'set running', 'load on set' and 'battery charger on'.

k) Audio visual alarm for 'Low lubricating oil pressure', 'High water temperature' (for water cooled), 'High cylinder head temperature' (for air cooled), 'Start failure' and 'DG over load'.

l) Any other switch, instrument, relay or contactor etc essential for smooth and trouble free functioning of DG set with AMF panel.(To be specified by the tenderers in their offer with complete detail of the item).

5. As per the policy of the DGS&D ISI marked engine/Alternator are to be accepted. However if adequate offers with ISI marked engine & alternator are not received then procurement will be made as per relevant IS specification, however valid BIS License for all the engine models upto 20KW rating will be furnished by the supplier at the time of tender and inspection.

6. Tenderer shall furnish Complete & satisfactory TTC for engines, Alternator complete with enclosures to be used by them for each rating of the items clearly identifying Make, Model & ratings of the item tested, at the time of the tender. The TTC shall be from any Government lab. Type tests conducted by the rep. of concerned D(QA) at the firms premises shall also be acceptable. The TTC of 3 phase alternator shall cover Unbalanced Load Test as per cl.24 of IS:13364(pt.1 or pt.2)/1992(reaffirmed 2003) as applicable. Type test certificate including Endurance test for the lowest and the highest rating of engines(of one make) offered by them as per IS:13018/1990(reaffirmed 2000). All the rating falling between the ratings tested for type test and endurance test shall be deemed to have been tested for this purpose. However all the engines models/ratings will need other relevant certifications as per norms.

7) The testing of diesel generating sets for all ratings shall be done at unity PF.

8) Testing to be done at continuous power output for each rating.

9) DG sets shall met the requirements of Environmental(Protection) rules 1986 as laid down by Min. of Environment & Forests read with GSR 371(E) dated 17.2.2002,GSR 520(E) dated 1.7.2003 and No.448(E) dated 12.07.2004 in respect of noise and emission norms.

10) Supplier shall furnish copy of type approval certificate from an authorized agency for emission norms for each model of engine and noise level norms for each model of DG set with tender as well as at the time of registration and pre-dispatch inspection. Supplier shall furnish copy of COP for each model of DG set from an authorized agency with the tender.

11. Scope of supply shall include supply, installation and commissioning of DG set and termination of suitable size of cable from DG set to distribution board, all civil work and foundation require for the DG set and providing suitable earthing as per existing statutory norms. All testing and commissioning accessories include fuel for minimum 8 hours running, lubricants and testing load etc has to be provided by the supplier.

**Diesel Generating sets with manual control panel**

Specification:- Diesel Generating sets with manual control panel as per the detailed specification. The rated voltage (in volts) shall be 240V for single phase and 415Volts for three phase.

### Schedule 5: Equipment Specifications for Refrigerated truck (Large)

Description	Technical Particulars
<b>Applications</b>	A refrigerated vehicle comprises of an insulated container body and a refrigeration unit to give the required temperature inside for the vaccines transportation.
<b>Temperature range</b>	(+) 2°C to 8°C
<b>Body Parameters</b>	
<b>Structure</b>	The Body comprises of outer and inner panels and an insulating material, the outer and inner panels should be of CR sheet/stainless steel . The insulated material should be Poly Urethane Foam (PUF) having minimum density of 30 Kg/cub. meter and minimum 100 mm thick. Load bearing column should be of HR steel as per IS 1079 having pressed formed sections. Proper lightening should be provided inside the cabin and thermal insulated container. No fluorescent tube should used for lightening purpose.
<b>Capacity of storing vaccine</b>	Minimum 32 cum.
<b>Outer panel – roof and side walls</b>	Minimum 1 mm CR sheet bonded with insulation
<b>Inner panel – side wall and ceiling</b>	Minimum 0.3 mm stainless steel bonded with minimum 6mm marine grade ply wood. All joints should be sealed with a good quality sealants and fastened with SS screws.
<b>Floor</b>	Bottom most sheet should be minimum 0.6 mm GP sheet bonded with insulation. Upper layer should be of 12 mm (minimum) ply wood and top most layer of minimum 2 mm aluminum checkered plate.
<b>Door</b>	Two leaves with outer and inner panels and insulation matching with box. It should be completely air sealed with FRP section and suitable EPDM rubber profile.
<b>Door opening angle</b>	Minimum 270°
<b>Foam density</b>	Minimum PUF 30 Kg/m <sup>3</sup>
<b>Thickness of insulation</b>	Minimum 100 mm for side walls and 120 mm for roof and floor
<b>Insulation thermal conductivity</b>	Maximum 0.02 5w/m <sup>2</sup> K
<b>Hold Over Time</b>	The container should hold the inside temperature at least for four hrs at the ambient temperature of 43°C when it is not opened.
<b>Refrigeration unit</b>	
<b>Unit installation</b>	The refrigeration unit is installed on the body above the cabin of the vehicle and gives a range of temperatures. The unit should be powered by self driven engine, which should be separate from truck engine. It should have suitable sized compressor, evaporator and control switches along with voltage stabilizer.
<b>Temperature</b>	The temperature variation is from +2 deg Celsius to +8 deg Celsius

<b>Temperature recording</b>	<p>The temperature is digitally displayed and recorded by the use of data-logger with an accuracy of +/- 0.5°C . The sensor should be placed inside the vaccine chamber and the recording should be displayed in the cabin.</p> <p>It should be an electronic device placed in closed chamber of vaccine truck, which records the vaccine temperature after loading of the vaccine, during traveling till it is unloaded. The minimum capacity of storing the data in data logger should be of 7 days. It should be an alarm system and as soon as the vaccine temperature crosses the safe range alarm alerts the handlers.</p>
<b>Stand by motor</b>	A single phase stand by motor with a extension lead of 20 meters should be provided which should be powered by external electricity source; this electric motor will drive the compressor to maintain internal temperature at the desired level during extended stops and for pre-cooling the vaccine chamber.
<b>Vehicle specifications</b>	
<b>Engine</b>	Diesel Engine Direct Injection, turbo charged and inter-cooled.
<b>No. of Cylinder</b>	In Line 6 Cylinder 4 Stroke Direct Ignition
<b>Capacity</b>	5600 CC and above
<b>Minimum KW/RPM</b>	Minimum 60 KW @ 2400 rpm
<b>Transmission</b>	5-4 Forward, 1 Reverse
<b>Clutch</b>	Dry single Plate
<b>Brakes</b>	Full Air S-cam brake with EEB fitment
<b>Frame Section</b>	Rectangular
<b>Cooling</b>	Water Cooled
<b>Voltage</b>	Suitable
<b>Battery</b>	Suitable
<b>Fuel Tank</b>	Min.-150 Ltrs.
<b>Suspension</b>	Semi Elliptical Leaf Spring.
<b>Shock Absorbers Telescopic</b>	Hydraulic Double Acting Telescopic
<b>Tyres</b>	Radial/Nylon
<b>Wheel Base</b>	Minimum 4300 mm
<b>Weight carrying capacity</b>	6000 Kgs or more
<b>Ground Clearance</b>	Minimum 160mm
<b>Wheel Drive</b>	2 Wheel Drive
<b>Gross vehicle weight</b>	Min.11000 kgs

<b>Turning radius</b>	Max. 7.0 meters
<b>Emission norms</b>	As per prevailing norms of Government of India and CPCB guidelines at the time of supply.
<b>Standard tool Kit</b>	Standard tool kit such as lifting jack, Wheel spanner, screw driver etc. should be provided with each vehicle.
<b>Testing requirement</b>	
<b>Air tightness test</b>	This test should be carried out after all the structural tests have been completed and prior to the heat leakage test. The temperatures inside and outside the thermal container shall be stabilized within 3K of each other and shall be both within the range 288 K to 298K.
<b>Heat Leakage test</b>	Heat leakage test should be determining the heat leakage of the thermal container shall be taken for a continuous period of not less than 8hrs, during which the following conditions shall be satisfied: a) The test shall be performed with a mean wall temperature chosen between 288 K and 298 K. b) A thermal mapping should be conducted for the vaccine storage chamber and the max. Temp. difference between the warmest and the coldest inside points at any one time should not be more than 1deg.C
<b>Transverse racking Test</b>	Transverse racking test should be conducted by placing thermal container on four level support, one under each bottom corner fitting, and should be restrained against lateral and vertical movement by means of anchor devices acting through the bottom apertures of the bottom corner fittings. Lateral restraint shall be provided only at a bottom corner fitting diagonally opposite to and in the same end frame as a top corner fitting to which force is applied. When testing the two end frames separately, vertical restraint should be applied only at the end frame under test. The minimum test load should be 10 ton.
<b>Certificates of testing</b>	All above mentioned test should be conducted through an approved laboratory by the Government of India and the equipment should be supplied along with the test certificates.

**PS: Physical dimensions mentioned above in the specifications should be approximated to +/- 5% variation**



## Schedule 6: Equipment Specifications for Refrigerated truck (small)

Description	Technical Particulars
<b>Applications</b>	A refrigerated vehicle comprises of an insulated container body and a refrigeration unit to give the required temperature inside for the vaccines transportation.
<b>Temperature range</b>	(+) 2°C to 8°C
<b>Body Parameters</b>	
<b>Structure</b>	The Body comprises of outer and inner panels and an insulating material, the outer and inner panels should be of CR sheet/stainless steel. The insulated material should be Poly Urethane Foam (PUF) having minimum density of 30 Kg/cub. meter and minimum 100 mm thick. Load bearing column should be of HR steel as per IS 1079 having pressed formed sections. Proper lightening should be provided inside the cabin and thermal insulated container. No fluorescent tube should be used for lightening purpose.
<b>Capacity of storing vaccine</b>	Minimum 20 cum.
<b>Outer panel – roof and side walls</b>	Minimum 1 mm CR sheet bonded with insulation
<b>Inner panel – side wall and ceiling</b>	Minimum 0.3 mm stainless steel bonded with minimum 6mm marine grade ply wood. All joints should be sealed with a good quality sealants and fastened with SS screws.
<b>Floor</b>	Bottom most sheet should be minimum 0.6 mm GP sheet bonded with insulation. Upper layer should be of 12 mm (minimum) ply wood and top most layer of minimum 2 mm aluminum checkered plate.
<b>Door</b>	Two leaves with outer and inner panels and insulation matching with box. It should be completely air sealed with FRP section and suitable EPDM rubber profile.
<b>Door opening angle</b>	Minimum 270°
<b>Foam density</b>	Minimum PUF 30 Kg/m <sup>3</sup>
<b>Thickness of insulation</b>	Minimum 100 mm for side walls and 120 mm for roof and floor
<b>Insulation thermal conductivity</b>	Maximum 0.02 5w/m <sup>o</sup> K
<b>Hold Over Time</b>	The container should hold the inside temperature at least for four hrs at the ambient temperature of 43°C when it is not opened.
<b>Refrigeration unit</b>	
<b>Unit installation</b>	The refrigeration unit is installed on the body above the cabin of the vehicle and gives a range of temperatures. The unit should be powered by self driven engine, which should be separate from truck engine. It should have suitable sized compressor, evaporator and control switches along with voltage stabilizer.
<b>Temperature</b>	The temperature variation is from +2 deg Celsius to +8 deg Celsius

<b>Temperature recording</b>	<p>The temperature is digitally displayed and recorded by the use of data-logger with an accuracy of +/- 0.5°C. The sensor should be placed inside the vaccine chamber and the recording should be displayed in the cabin.</p> <p>It should be an electronic device placed in closed chamber of vaccine truck, which records the vaccine temperature after loading of the vaccine, during travelling till it is unloaded. The minimum capacity of storing the data in data logger should be of 7 days. It should be an alarm system and as soon as the vaccine temperature crosses the safe range alarm alerts the handlers.</p>
<b>Stand by motor</b>	A single phase stand by motor with a extension lead of 20 meters should be provided which should be powered by external electricity source; this electric motor will drive the compressor to maintain internal temperature at the desired level during extended stops and for pre-cooling the vaccine chamber.
<b>Vehicle specifications</b>	
<b>Engine</b>	Diesel Engine Direct Injection, turbo charged and inter-cooled.
<b>No. of Cylinder</b>	In Line 6 Cylinder 4 Stroke Direct Ignition
<b>Capacity</b>	3700 CC and above
<b>Minimum KW/RPM</b>	Minimum 60 KW @ 2400 rpm
<b>Transmission</b>	5-4 Forward, 1 Reverse
<b>Clutch</b>	Dry single Plate
<b>Brakes</b>	Full Air S-cam brake with EEB fitment
<b>Frame Section</b>	Rectangular
<b>Cooling</b>	Water Cooled
<b>Voltage</b>	Suitable
<b>Battery</b>	Suitable
<b>Fuel Tank</b>	Min.-150 Ltrs.
<b>Suspension</b>	Semi Elliptical Leaf Spring.
<b>Shock Absorbers Telescopic</b>	Hydraulic Double Acting Telescopic
<b>Tyres</b>	Radial/Nylon
<b>Wheel Base</b>	Minimum 3800 mm
<b>Weight carrying capacity</b>	2500 Kgs or more
<b>Ground Clearance</b>	Minimum 160mm
<b>Wheel Drive</b>	2 Wheel Drive
<b>Gross vehicle weight</b>	Min.7000 kgs

<b>Turning radius</b>	Max. 7.0 meters
<b>Emission norms</b>	As per prevailing norms of Government of India and CPCB guidelines at the time of supply.
<b>Standard tool Kit</b>	Standard tool kit such as lifting jack, Wheel spanner, screw driver etc. should be provided with each vehicle.
<b>Testing requirement</b>	
<b>Air tightness test</b>	This test should be carried out after all the structural tests have been completed and prior to the heat leakage test. The temperatures inside and outside the thermal container shall be stabilized within 3K of each other and shall be both be within the range 288 K to 298K.
<b>Heat Leakage test</b>	Heat leakage test should be determining the heat leakage of the thermal container shall be taken for a continuous period of not less than 8hrs, during which the following conditions shall be satisfied: a) The test shall be performed with a mean wall temperature chosen between 288 K and 298 K. b) A thermal mapping should be conducted for the vaccine storage chamber and the max. Temp. difference between the warmest and the coldest inside points at any one time should not be more than 1deg.C
<b>Transverse racking Test</b>	Transverse racking test should be conducted by placing thermal container on four level support, one under each bottom corner fitting, and should be restrained against lateral and vertical movement by means of anchor devices acting through the bottom apertures of the bottom corner fittings. Lateral restraint shall be provided only at a bottom corner fitting diagonally opposite to and in the same end frame as a top corner fitting to which force is applied. When testing the two end frames separately, vertical restraint should be applied only at the end frame under test. The minimum test load should be 7.5 ton.
<b>Certificates of testing</b>	All above mentioned test should be conducted through an approved laboratory by the Government of India and the equipment should be supplied along with the test certificates.

**PS: Physical dimensions mentioned above in the specifications should be approximated to +/- 5% variation.**

# **SECTION-VII**

## **TECHNICAL SPECIFICATIONS GENERAL TECHNICAL SPECIFICATIONS**

### **GENERAL POINTS:**

1. Warranty:

- a) Two years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to GMSD.
- 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 GMSD on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 48 hrs. The service should be provided by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply. However if the manufacturer/agent does not have the service centres in India will have to set up the same within 45 days after award of the contract.

3. Training:

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

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for 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 may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will 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 98% 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 21.

***Turnkey:***

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

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

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

## Section – VIII

### Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - c. Email ID
  - d. telephone number
  - f. fax number
  
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
  - a. normal
  - b. maximum
  
- 05 Total annual turn-over (value in Rupees) for the last three calendar years excluding the year of tender opening
- 06 Quality control arrangement details
  - a. for incoming materials and bought-out components
  - b. for process control
  - c. for final product evaluation
- 07 Test certificate held
  - a. . type test
  - b. . BIS/ISO certification
  - c. . any other
- 08 Details of staff
  - a. technical
  - b. skilled
  - c. unskilled
- 09 please furnish documentation details with clarifications etc as asked for at the end of the equipment specification.

**Signature and seal of the Tenderer**

## **Section – IX**

### **Qualification Criteria (For every schedule Quoted)**

1. The Tenderer must be a Manufacturer or its authorized Agent.
2. (a) The Manufacturer should have supplied and installed in the last Five years from the date of Tender Opening, at least 50% of the quoted quantity of the similar equipment performing similar functions which has been functioning satisfactorily any where. (“Similar equipment”, in case of Refrigerated vaccine Truck means the “Chassis”, and for the rest of the schedules, it means, “equipment performing similar functions”).  
  
(b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last Five years from the date of tender Opening, atleast 25% of the quoted quantity of similar equipments which is functioning satisfactorily, any where in India.  
  
(c) Manufacturers /bidders quoting for one or more schedule should either match or exceed the condition mentioned in 2 (a) above, in cumulative for such schedules.  
  
(d) Manufacturer/bidder quoting for a schedule must quote for all the quantity in the schedule failing which such bids will be summarily rejected.

#### **Note**

1. In support of 2 (a &b) the Tenderer shall furnish Performance statement in the enclosed Appendix ‘A’.
2. The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance cum Installation Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII. A copy each of ‘Annual Report’ (Balance sheet, Profit & loss Account) for the last three financial years should be submitted also excluding the year of opening of tender.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment to similar/identical specification at a pre determined place acceptable to the purchaser for determining technical responsiveness, before the opening of the Price Tender.
5. .If the schedule quantity is one, the performance certificates have to be submitted for 100% quantity.
6. The bidders who are not meeting the above said “Qualification Criteria” will not be considered further & rejected / ignored

**Appendix ‘A’  
PROFORMA FOR PERFORMANCE STATEMENT**

(To be furnished for the period of last five years from the date of tender opening  
i.e.....to.....)

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

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

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

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

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

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

**Signature and seal of the Tenderer**

**\*\* The documentary proof will be a certificate (enclosed) from the consignee/end user/institution with cross-reference of order no. and date as indicated above in the said certificate duly notarised certifying / 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 namely dealer/distributor etc other than actual consignee/end user/institution will not be accepted .**



# FORMAT OF PERFORMANCE CERTIFICATE

To whom it may concern

Date. \_\_\_\_\_

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

**Section – X**  
**TENDER FORM**

Date \_\_\_\_\_

To \_\_\_\_\_

---

**Ministry of Health and Family Welfare, Nirman Bhavan, New Delhi - 110001**

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

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

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

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

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

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

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

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

---

**(Signature with date)**

---

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

**SECTION – XI PRICE SCHEDULE**

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

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)						6 Total Price (at Consignee Site) basis (Rs.)  4 x 5(g)
				Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf  (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] ©	Transportation charges (d)	Insurance charges for a period including 3 months beyond date of delivery, loading/unloading and incidental costs till consignee's site (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	

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 – XI – Price Schedule C

Name \_\_\_\_\_

Business Address \_\_\_\_\_

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

Signature of Tenderer \_\_\_\_\_

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

Seal of the Tenderer \_\_\_\_\_

**SECTION – XI PRICE SCHEDULE**

**B) i) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

1	2	3	4	5									6	
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)									Unit price on DDP basis at consignee's site	
				Gross FOB price at sea / air port of Lading (inclusive of Agency Commission)	Amount and percentage of Agency Commission **	Net FOB (excluding Agency Commission) (a-b)	Insurance & Freight	Net CIP Port of destination by Air/sea at the port of entry (c+d)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable)	Custom Clearance & Handling Charges **	Loading / unloading / inland transportation / insurance & incidental cost till consignee's site **	Installation, commissioning, supervision, Demonstration & training at the consignee's site **	(i) In Indian Rupees (b+f+g+h+i)	(ii) In Foreign Currency (e)
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)

\*\* To be paid in Indian Currency (Rs.) = column 4 \* (b+f+g+h+i) = Rs. (in figures and words)

Total Tender price in foreign currency (Net CIP) in figures: = column 4 \* (e) = Rs. (in words and figures)

And in words: \_\_\_\_\_

**Note: -**

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

**Signature of Tenderer** \_\_\_\_\_

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

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

**Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Signature of Tenderer** \_\_\_\_\_

**Seal of the Tender** \_\_\_\_\_

**SECTION – XI PRICE SCHEDULE**

**C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD**

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 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	
			a	b	c	d	e	

\* After completion of Warranty period

**NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. 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).
3. 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.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. 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.
10. CMC clause is not applicable for Refrigerated vaccine Truck.
11. Agency commission may be shown in separate column in price schedule.

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

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

Name \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 Signature of Tenderer \_\_\_\_\_  
 Seal of the Tenderer \_\_\_\_\_

**SECTION – XI PRICE SCHEDULE**  
**D) PRICE SCHEDULE FOR TURNKEY**

<b>Schedule No.</b>	<b>BRIEF TURNKEY DESCRIPTION OF GOODS</b>	<b>CONSIGNEE CODE</b>	<b>Turnkey price</b>

**Note: -**

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum 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.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

**Name**\_\_\_\_\_

**Business Address**\_\_\_\_\_

**Signature of Tenderer**\_\_\_\_\_

**Seal of the Tenderer**\_\_\_\_\_

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

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

**SECTION – XII  
QUESTIONNAIRE**

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

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

**SECTION – XIII**  
**BANK GUARANTEE FORM FOR EMD**

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

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

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

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

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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



**SECTION – XIV**  
**MANUFACTURER’S AUTHORISATION FORM**

To

---

**Ministry of Health and Family Welfare, Nirman Bhavan, New Delhi - 110001**

Dear Sirs,

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

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

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

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

Yours faithfully,

---

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

[Name & address of the manufacturers]

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

*2. Original letter may be sent.*

**SECTION – XV**

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

To  
Ministry of Health & Family Welfare/GMSD

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 – XVI**  
**CONTRACT FORM - A**

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

(Ministry Of Health & Family welfare- person issuing the contract)

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

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

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

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

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

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

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

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) \_\_\_\_\_

- 2. Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
  - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
  - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
  - 3. Warranty clause
  - 4. Payment terms
  - 5. Paying authority

\_\_\_\_\_  
**(Signature, name and address of GMSD)**  
**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 – XVI**  
**CONTRACT FORM – B**  
**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annual CM Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
 Between \_\_\_\_\_

**GMSD**  
 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

6. 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 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	
			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 X ray tubes, Helium for MRI, Batteries for UPS, other vacuummatic parts, \_\_\_\_\_ & \_\_\_\_\_) and Turnkey (if any).
- d) There will be 98% 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 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. GMSD)

\_\_\_\_\_  
**(Signature, name and address of GMSD)**  
**For and on behalf of** \_\_\_\_\_

Received and accepted this contract

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

For and on behalf of \_\_\_\_\_

(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

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

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

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

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

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

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

No \_\_\_\_\_

Date \_\_\_\_\_

**To**

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

Subject: Certificate of commissioning of equipment/plant.

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

- (a) Contract No \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the equipment(s)/plants: \_\_\_\_\_
- (c) Equipment(s)/ plant(s) nos.: \_\_\_\_\_
- (d) Quantity: \_\_\_\_\_
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_
- (f) Name of the vessel/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	Quantity	Amount to be recovered
---------	---------------------	----------	------------------------

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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



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

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

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

Signature

Name

Designation with stamp

**## Explanatory notes for filling up the certificate:**

**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 – XIX  
ANNEXURES**

**Annexure 1**

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

1. (a) SHIPMENT FROM PORTS OF U.K INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF MEDITERRANIAN (I.E. FRENCH WESTERN ITALIAN PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the 'Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference. Conferity House, East Grinstead, Sussex (UK), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s Schenker & Co., 2000-Hamburg (Cable: SCHENKER CO., HAMBURG) OR obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

- (b) SHIPMENT FORM PORTS OF U.K. INCLUDING NORTHERN

Goods under this contract would be shipped by the national shipping companies of the Contracting Parties operating bilateral shipping service and vessels under the flag of third countries in accordance with the Agreement between the Government of German Democratic Republic and the Government of the Republic of India in the Field of Merchant Shipping signed on 9.1.1979, as amended up-to-date.

2. ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

The seller should arrange shipment of the goods by vessels belonging to the following Indian member lines;

1. The Shipping Purchaser of India Ltd.
2. The Scindia Steam Navigation Co., Ltd
3. India Steamship Co., Ltd

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer,

Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

The seller should arrange shipment through the Government of India's Forwarding Agents M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

### 3. SHIPMENT FROM POLAND & CZECHOSLOVAKIA

#### (i) IMPORTS FROM POLAND

Shipment under this contract would be made by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding Shipping Co-operation dated 27.6.1960 as amended up-to-date.

#### (ii) IMPORTS FROM CZECHOSLOVAKIA

Goods under this contract would be signed by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement Co-operation in shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangement should be made by the Sellers in consultation with Resident Representative of the Indian Shipping Lines in Gdynia, Co., Morska Agencja W. Gdyniul, Pulaskiego 8, P.O. Box 246, Gdynia (Poland) – Telex : MG PL. 054301, Tel.: 207621, to whom details regarding contract number, nature of cargo , quantity, port of lading, discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, (Chartering Wing), New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

#### (e) SHIPMENT FROM U.S.S.R

Shipment under this contract should be made in accordance with the agreement between the Government of the Republic of India and the Government of U.S.S.R on Merchant Shipping 1976, as amended up-to-date, by vessels of Indo-Soviet shipping Service.

### 4. SHIPMENT FROM JAPAN

The shipment of goods should be made of India vessels to the maximum extent possible subject to the minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo to whom details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

**Note:** The copies of such contracts are to be endorsed both to the Attached (commercial) embassy of India in Japan, Tokyo, and the shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi.

(g) SHIPMENT FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels, the seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Purchaser of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay – 400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

5. SHIPMENT FROM PAKISTAN

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50 %.

Shipment arrangement should be made by the sellers in consultation with M/s Mogul Line Ltd., 16-Bank Street, Fort, Bombay – 400023 (Cable: MOGUL BOMBAY: Telex: 011 – 4049 MOGUL), to whom, details regarding contract number, nature of cargo, quantity, port of lading discharging, name of government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

(i) SHIPMENT FROM U.S ATLANTIC & GULF PORTS

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India – Pakistan – Bangladesh – Ceylon and Burma Outward Freight Conference. If the Seller finds that the space of the ‘Conference Lines’ vessels is not available for any specific shipment he should take up with India – Pakistan- Bangladesh – Ceylon and Burma Outward Freight Conference, 19, Rector Street, New York, N.Y. 10006 USA, for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

6. SHIPMENT FROM ST. LAWRENCE AN EASTERN CANADIAN PORTS

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines;

1. The shipping Purchaser of India Ltd.
2. The Scindia Steam Navigation Co., Ltd

If the Seller finds that the space in the vessels of these Lines is not available for any particular consignments, he should inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be sought.

(k) SHIPMENT FROM WEST COAST PORTS OF U.S.S CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of lading, discharging, name of government consignee, expected date of readiness of each consignment etc. to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159) at least six weeks in advance of the required position.

7. BILLS OF LADING

(i) C.I.F./C&F/TURNKEY SHIPMENTS

The Bills of lading should be drawn to indicate Shipper and 'Consignee' as under:

**SHIPPER:** The C.I.F (C&F)/TURNKEY SUPPLIERS concerned.

**CONSIGNEE:** As per consignee's particulars in the contract (The name and address of the 'Port Consignee' and 'Ultimate' both should be indicated).

(ii) F.O.R SHIPMENTS

The Bills of lading should be drawn to indicate shipper Consignee as under:

**SHIPPER:** The F.O.R suppliers Concerned

**CONSIGNEE:** Supplier's Indian Agent on order

**Note:**

1. Moreover the name of the 'Purchaser' and 'Ultimate' Consignee should appear in the body of the Bills of Lading as the 'Notify' or as a remark.
2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to The Shipping Co-ordination Officer, Ministry of surface Transport (Chartering Wing), New Delhi after the shipment of each consignment is effected.
3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used the cost of additional. Insurance, if any, shall be borne by the seller.

**SECTION – XX**

**CHECKLIST**

**Name of Tenderer:**

**Name of Manufacturer:**

<b>Sl No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the TE document</b>	<b>Remarks</b>
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	Have you indicated cross reference of the order no. and date with notarised copy of consignee / end user certificate of satisfaction?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished 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?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of origin			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			

Ministry of Health and Family Welfare

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three financial years excluding the year of opening the tender?			

N.B.

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

\_\_\_\_\_  
(Signature with date)

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

\_\_\_\_\_  
(Name, address and stamp of the tendering firm)



**Section – XXI  
Consignee List**

Sl. No.		Equipment Name	Consignee	Quantity	Total Quantity
1	1a	Walk in Cooler (WIC) 200 cubic meter with single access door control	Cold Rooms - Kolkata	1	6
	1b	Walk in Cooler (WIC) 200 cubic meter with single access door control	Cold Rooms – Delhi	1	
	1c	Walk in Cooler (WIC) 100 cubic meter with single access door control	Cold Rooms – Chennai	1	
	1d	Walk in Cooler (WIC) 60 cubic meter with single access door control	Cold Rooms – Hyderabad	1	
	1e	Walk in Cooler (WIC) 120 cubic meter with single access door control	Cold Rooms – Karnal	1	
	1f	Walk in Cooler (WIC) 40 cubic meter with single access door control	Cold Rooms – Guwahati	1	
2	2a	Walk in Freezer (WIF) 32 cubic meter with single access door control	Cold Rooms – Delhi	2	5
	2b	Walk in Freezer (WIF) 32 cubic meter with single access door control	Cold Rooms – Chennai	1	
	2c	Walk in Freezer (WIF) 20 cubic meter with single access door control	Cold Rooms – Hyderabad	1	
	2d	Walk in Freezer (WIF) 20 cubic meter with single access door control	Cold Rooms – Guwahati	1	
3	3a	Electronic Data logger for Controlling and Monitoring Temperature	Cold Rooms - Kolkata	1	7
	3b		Cold Rooms - Mumbai	1	
	3c		Cold Rooms – Delhi	1	
	3d		Cold Rooms – Chennai	1	
	3e		Cold Rooms – Hyderabad	1	
	3f		Cold Rooms – Karnal	1	
	3g		Cold Rooms – Guwahati	1	
4	4a	40 KVA DG Sets with Panels	Cold Rooms – Delhi	2	9
			Cold Rooms – Hyderabad	2	
			Cold Rooms – Chennai	1	

Ministry of Health and Family Welfare

			<b>Cold Rooms – Karnal</b>	<b>1</b>	
			<b>Cold Rooms - Mumbai</b>	<b>2</b>	
			<b>Cold Rooms - Guwahati</b>	<b>1</b>	
	<b>4b</b>	<b>25 KVA DG Sets with Panels</b>	<b>Cold Rooms – Chennai</b>	<b>1</b>	<b>1</b>
	<b>4c</b>	<b>60 KVA DG Sets with Panels</b>	<b>Cold Rooms – Karnal</b>	<b>1</b>	<b>1</b>
<b>5</b>	<b>5a</b>	<b>Refrigerated Trucks Large</b>	<b>Cold Rooms – Kolkata</b>	<b>2</b>	<b>8</b>
	<b>5b</b>		<b>Cold Rooms - Mumbai</b>	<b>2</b>	
	<b>5c</b>		<b>Cold Rooms - Chennai</b>	<b>1</b>	
	<b>5d</b>		<b>Cold Rooms - Hyderabad</b>	<b>1</b>	
	<b>5e</b>		<b>Cold Rooms - Delhi</b>	<b>1</b>	
	<b>5f</b>		<b>Cold Rooms- Karnal</b>	<b>1</b>	
<b>6</b>	<b>6a</b>	<b>Refrigerated Trucks Small</b>	<b>Cold Rooms – Guwahati</b>	<b>2</b>	<b>2</b>