

# **BIDDING DOCUMENT**

(Two Bid System for Machinery & Equipment)

FOR  
**NATIONAL CANCER INSTITUTE  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
(JHAJJAR CAMPUS)**

NIB Ref: HITES/PCD/NCI-AIIMS/27/18-19



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**SECTION -I****NOTICE INVITING BIDS (NIB)****ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

Ansari Nagar, New Delhi-110 029

**NOTICE INVITING BIDS (GLOBAL)****NIB Ref: HITES/PCD/NCI-AIIMS/27/18-19****Dated: 10.08.2018**

Procurement & Consultancy Services Division of **HLL INFRA TECH SERVICES LIMITED** (a fully owned subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise) for and on behalf of **Director, AIIMS - New Delhi**, invites e-tenders in two bid system (technical and price bid) from the reputed, eligible & qualified firms/manufacturers for purchase/supply of following goods at **National Cancer Institute Jhajjar, Haryana (AIIMS, New Delhi-29)**.

Sl. no.	Rfx no.	Short Description of goods	Quantity	Bid Security (BS) (Rs.)	Tender Processing Fee incl. GST (Rs.)
1	3000003342	Laundry System	1	8,00,000	3,540

Last date and time of online submission of tender

04.09.2018 at 12:00 Noon

Last date and time of physical submission of EMD, Tender processing Fee, any other document specified in the Bidding Document

04.09.2018 at 2:00 PM

Date of tender Opening

04.09.2018 at 2:30 PM

Contact Person

Project Officer – DVP (PCD), HITES  
Email: hll.ncij@hllhites.com

2. Interested bidders are advised to download the complete Tender Enquiry document from the websites [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal> for complete details.

3. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).

4. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.

5. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.

6. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of '**HLL Infra Tech Services Limited**' at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their

registration with NSIC or any other Govt. organisation.

7. The online submission of tender(s) can only be done through <https://etender.lifecarehll.com/irj/portal>
8. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through HLL's e-portal (as described above) **ONLY**.
9. Tender Processing Fee and Bid Security (BS) in original should be deposited within the scheduled date & time in the Tender Box located at: **HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh.**
11. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

**CEO (HITES)**

**Note:**

No Pre-Bid meeting will be held for this tender.

**SECTION - II****GENERAL INSTRUCTIONS TO BIDDERS (GIB)  
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**GENERAL INSTRUCTIONS TO BIDDERS (GIB)****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 means HLL INFRA TECH SERVICES LIMITED (HITES) for and on behalf of The Director, AIIMS, New Delhi.
- ii. "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- iii. "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
- iv. "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- v. "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- vi. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- vii. "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- viii. "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x. "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- xi. "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- xii. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.
- xiii. "Day" means calendar day.

**1.3 Abbreviations:**

- (i) "NIT" means Notice Inviting Tenders.
- (ii) "GIB" means General Instructions to Bidders
- (iii) "SIT" means Special Instructions to Bidders

- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract
- (vi) "LC" means Letter of Credit
- (vii) "DP" means Delivery Period
- (viii) "BG" means Bank Guarantee
- (ix) "GST" means Goods & Service Tax
- (x) "CD" means Custom Duty
- (xi) "BL" means Bill of Lading
- (xii) "FOB" means Free on Board
- (xiii) "CIF" means Cost, Insurance and Freight
- (xiv) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xv) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
- (xvi) "CAMC" means Comprehensive Annual Maintenance Contract (labour, spare and preventive maintenance)

## **2. Introduction**

- 2.1 The Purchaser has issued these Bidding 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 Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

## **3. Availability of Funds**

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

## **4. Language of Bid**

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



**5. Eligible Bidders**

- 5.1 This Invitation for Tenders is open to all bidder who fulfil the eligibility criteria specified in these documents.

**6. Eligible Goods and Services**

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

**7. Bid Expense**

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid 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 bidding process.

**B. TENDER ENQUIRY DOCUMENTS****8. Content of Tender Enquiry Documents**

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

Section II	– General Instructions to Bidders (GIB)
Section III	– Special Instructions to Bidders (SIB)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications& General Points
Section VIII	– Qualification Criteria
Section IX	– Bid Form
Section X	– Price Schedules
Section XI	- Check List
Section XII	– Bank Guarantee Form for Bid Security
Section XIII	– Manufacturer’s Authorization Form
Section XIV	– Bank Guarantee Form for Performance Security/CAMC Security
Section XV	– Contract Forms A & B
Section XVI	– Proforma of Consignee Receipt Certificate
Section XVII	– Proforma of Consignee Acceptance Certificate by the consignee

- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for bidding, bid 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 bidders are expected to examine all such details etc to proceed further.

**9. Amendments to a Bidding documents**

- 9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.

- 9.2 Such an amendment will be notified through CPPP ([eprocure.gov.in/cppp](http://eprocure.gov.in/cppp)) and/or [www.hllhites.com](http://www.hllhites.com) and/or [www.lifecarehll.com](http://www.lifecarehll.com) and will be binding on them.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

## 10. Clarification of Bid document

- 10.1 A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than ten days (unless otherwise specified in the SIB) prior to the prescribed date of submission of Bids.

## C. PREPARATION OF BIDS

### 11. Documents comprising the e-Bid

- 11.1 The bid(s) shall only be submitted online as mentioned below:

1. Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, BID SECURITY, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) have to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.
2. Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry.

Note:

- a. The tender Processing fee and BID SECURITY has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.
- b. The bidders have to follow the steps listed in Bidding Manual – Attachment Modem available in the Bidder Help Documents of e-tender portal login screen for uploading the Techno-Commercial Bid.

#### A) Techno-commercial Bid (Un-priced Bid)

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

- i) Bid Security furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of Bid Security.
- ii) Bid Form as per Section IX (without indicating any price).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted.
- iv) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorisation Form.

- v) Power of Attorney in favor of signatory and/or who is digitally signing the bidding documents and signatory of Manufacturer's Authorization Form.
- vi) Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the bidding documents.
- vii) Performance Statement as per section VIII along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be.
- x) Checklist as per Section XI.
- xi) Copies of GST registration certificate and PAN Card.
- xii) Copies of annual report, audited balance sheet and profit & loss account as per tender requirement.
- xiii) Non conviction /no pending conviction certification issued by Notary on non-judicial stamp paper for preceding three years.
- xiv) Notarized affidavit that bidder does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xv) A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xvi) Technical and Commercial Compliance statement in excel format provided in the e-tender portal.
- xvii) Product catalogues/original Data Sheets for all quoted items.
- xviii) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.

**B) Price Tender:**

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

Note:

- a) The bidder has to be diligent while filling up the Techno-commercial Bid and Price Bid provided in excel formats and must not tamper the contents of the sheets.
- b) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- c) The bidders have to follow the steps listed in Bidding Manual – Attachment Mode available in the *Bidder Help Documents of e-tender portal login screen* for uploading the Price Bid.

11.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places and initial all the remaining pages of the bid. Individuals signing the bid or other documents connected with a contract must specify whether he signs as:

- i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;

iii. Constituted attorney of the firm if it is a company.

Note:

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

11.3 A bid, 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.

## **12. Bid Currencies**

- 12.1 The bidder 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 currency 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 after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.
- 12.3 Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

## **13 Bid Prices**

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section X all the specified components of prices shown therein including the unit prices, applicable taxes and total bid 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 bidder, same should be clarified as "NA" by the bidder.
- 13.2 If there is more than one schedule in the "List of Requirements", the bidder has the option to submit its bid for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.

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- 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 X.
- 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 packing charges and GST and Custom Duty 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 taxes and duty, which will be payable on the goods in India if the contract is awarded;
  - c) Charges towards 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 (including installation & commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;
  - e) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - f) The price of CAMC, 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 on FOB at port/ FCA at airport of shipment, as mentioned in List of Requirements, Technical Specification and Price Schedule
  - b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.
  - c) The price of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.
  - d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
  - e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
  - f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)
  - g) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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**13.5 Additional information and instruction on Taxes and Duties:****13.5.1 GST (Goods & Services Tax)**

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

**13.5.2 Customs Duty**

The Purchaser will pay the Customs duty wherever applicable.

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 Bidding Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS - 2010, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

**14. Indian Agent**

14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent.
- 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 CAMC period.

**15. Firm Price**

15.1 Unless otherwise specified in the SIB, prices quoted by the bidder 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 GIB clause 13 will apply.

**16. Alternative Models**

16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the bidding document of same manufacturer with single Bid Security.

- 16.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same ATE for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same ATE.
- 16.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same ATE.

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

- 17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:
- a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
  - b) In case the bidder 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.

## **18. Documents establishing good's Conformity to Bidding Document.**

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

## **19. Bid Security (BS)**

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Bids (NIB). The Bid Security is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.

- 19.2 The bidders who are currently registered with MSME for the specific goods as per bidding document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall enclose relevant certificate of registration issued by department of MSME.
- 19.3 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft/ Banker's cheque
  - ii) Fixed Deposit Receipt
  - 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 bidder, in favour of the "....."(as indicated in the NIB) 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 bidder as per the format specified under Section XII in these documents.
- 19.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno-Commercial Bid opening date.
- 19.6 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 19.7 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder 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 nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

## **20. Bid Validity**

- 20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Bidding Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original



validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

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

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

- 21.1 The bidders shall submit their bids as per the instructions contained in GIB Clause 11.
- 21.2 Unless otherwise mentioned in the SIB, a bidder shall submit only one copy of its bid marking it as "Original". Bidders are requested to submit their Bids after binding and page numbering.
- 21.3 The Bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 21.4 All the documents of the bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the bid including printed literature (if any), shall be initialled and stamped by the same person(s) signing the bid. The bid shall not contain any eraser or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled and stamped by the person(s) signing the bid.
- 21.5 The bidder is to seal the bid and writing the address of the purchaser and the bid reference number on the envelopes. The sentence "NOT TO BE OPENED" before \_\_\_\_\_ (The bidder is to put the date & time of bid opening) are to be written on this envelope. If the 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 Bidding Document seeks quotation following "Two Bid System", in two parts. First part will be known as 'Techno-Commercial Bid', and the second part 'Price Bid' as specified in clause 11 of GIB. Bidders shall seal 'Techno-Commercial Bid' and 'Price Bid' separately and covers will be suitably super scribed. Both these sealed covers shall be than put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 be followed.

## **D. SUBMISSION OF BIDS**

### **22. Submission of Bids:**

- 22.1 Unless otherwise specified, the bidders are to drop the Bids in the tender box located at **HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** or the same shall be submitted by the bidder by hand to concerned Project Officer dealing hand or his nominee. The necessary entry will be made in the Bid Receipt Register.
- 22.2 The bidders must ensure that they submit the on-line bids within the scheduled closing date & time. They shall also ensure to submit the original Tender

Processing Fee and Bid Security within its scheduled date & time. It is the responsibility of the bidder to ensure that their Bids 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 bid falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

**23. Late Bid:**

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

**24. Alteration and Withdrawal of Bid**

- 24.1 The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be considered.
- 24.2 No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the Bid Security furnished by the bidder in its bid.

**E. BID OPENING**

**25. Opening of Bids:**

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

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

- 25.2 Authorized representatives of the bidder, who have submitted bids on time may attend the bid opening provided they bring with them letter of authority from their bidder. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives’ names & signatures and corresponding bidder’s names and addresses.
- 25.3 Two Bid System as mentioned in Para 21.6 above will be as follows. The “Techno - Commercial Bids” are to be opened in the first instance, at the prescribed time and date as indicated in NIB. These Bids shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the Bidding Document. During the Techno-Commercial Bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, Bid Security and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the Price Bids 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 Bid. The prices, special discount if any of the goods offered etc., as deemed fit by bid opening official(s) will be read out.

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

26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

**27. Scrutiny of Bids**

27.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.

27.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

27.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding Documents. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

27.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;

- (i) Bid form as per Section IX (signed & stamped) not enclosed.
- (ii) Bid is unsigned.
- (iii) Bid validity is shorter than the required period.
- (iv) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been provided.
- (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
- (vi) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
- (vii) Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
- (viii) Poor/unsatisfactory past performance.
- (ix) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
- (x) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
- (xi) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xii) Bidder has not agreed for the delivery terms and delivery schedule.

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

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive

reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

## **29 Discrepancies in Prices**

- 29.1 If, in the price structure quoted by a bidder, 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 bidder 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 judgment of the purchaser, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/speed post/email. If the bidder does not agree to the observation of the purchaser, the bid is liable to be ignored.

## **30. Qualification Criteria**

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

## **31. Conversion of Bid currencies to Indian Rupees**

- 31.1 In case the Bidding Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder 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 Bid' opening.

## **32. Schedule-wise Evaluation**

- 1.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidders 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 bidder for each schedule, subject to bidder (s) being responsive.

## **33. Comparison of Bids**

- 33.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present Value (NPV) of the Comprehensive Annual Maintenance

Contract Charges (CAMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum." However the payment of CAMC shall be made to the successful bidder at approved rates.

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

- 34.1 Further to GIB Clause 33 above, the purchaser's evaluation of a bid will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
  - ii) in the case of goods of foreign origin offered from abroad, customs duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
- 34.2 The purchaser's evaluation of bid will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.
- 34.3 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 Bids.

### **35. Bidder's capability to perform the contract**

- 35.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid 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.
- 35.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Bidding Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

### **36. Contacting the Purchaser**

- 36.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIB/Bidding Document and / or its bid, it should do so only in writing.
- 36.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

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**G. AWARD OF CONTRACT****37. Purchaser's Right to accept any bid and to reject any or all bids.**

37.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

**38. Award Criteria**

38.1 Subject to GIB clause 37 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 35.

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

39.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

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

**40. Notification of Award**

40.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

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

**41. Issue of Contract**

41.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

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

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

**42. Non-receipt of Performance Security and Contract by the Purchaser**

42.1 Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in terms of GIB clauses 40 and 41 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

**43. Return of Bid Security**

43.1 The Bid Security of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

**44. Publication of Bid Result**

44.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the Website of AIIMS, CPPP and HITES.

**H. CORRUPT OR FRADULENT PRACTICES**

**45. Corrupt or Fraudulent Practices**

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid 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 Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**SECTION – III****SPECIAL INSTRUCTIONS TO BIDDERS  
(SIB)**

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

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

<b>Sl. No.</b>	<b>GIB Clause No.</b>	<b>Topic</b>	<b>SIB Provision</b>	<b>Ref. Page No.</b>
A	1 to 7	Preamble	No Change	
B	8 to 10	Bidding Document	Change in GIB Clause no. 8.1	
	8.1	In addition to Section I – “Notice inviting e-Tender” (NIT), the TE documents include:	<b>Added Point:</b> Appendix A- Integrity pact	9
C	11 to 21	Preparation of Bids	Change in GIB Clause no. 11.1 a., 11.1 A), 11.1 (B), 19, 21.1	
	11.1 Note a.		Changed as under	
	11.1 A)		Additional Para. xix) as under	
	11.1		Additional Note ‘d’ as under	
	19		Additional para 19.9 as under	
	21.1		Changed as under	25
D	22 to 24	Submission of Bids	Guiding notes given as under	25
E	25	Bid Opening	No Change	
F	26 to 36	Scrutiny and Evaluation of Bids	No Change	
	33	Comparison of Bids	Additional para 33.2 as under	26
	34	Additional Factors...	Additional Para as below	26
G	37 to 44	Award of Contract	No Change	
H	45	Corrupt or Fraudulent Practices	No Change	

**11.1 Note:**

- a. The tender Processing fee, BID SECURITY and **Integrity Pact (Appendix A) on non-judicial stamp paper** has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.

**11.1 A) Techno-commercial Bid (Un-priced Bid):**



- xix) The Integrity pact (At Appendix-A) on non-judicial stamp paper shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be *ab initio* rejected without assigning any reason.

### 11.1 (B) Price Tender:

#### Note:

- d) **The Price is to be quoted for all the line items strictly as per the given price-bid format on the e-tender portal, failing which the bid shall be straight away rejected.**

### 19. Bid Security (BS)

- 19.9 HITES Bank details for necessary issuance of ‘Structured Financial Messaging System (SFMS)’ in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:

Name of the Beneficiary	Bank Details	IFSC Code
HLL INFRA TECH SERVICES LTD.	HDFC BANK LTD, NOIDA, UTTAR PRADESH	HDFC0000088

### 21. Digital Signing of e-Bid

- 21.1 The bidders shall submit their bids online as per the instructions contained in GIB Clause 11 and any other specific instruction mentioned in the e-Tender portal using the digital signature.

#### Instruction on submission of Bids

- i) All the necessary documents as prescribed in the NIB shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- ii) The scanned copies of Bid Processing Fee, Bid Security, all document(s)/ information(s) including the Financial Proposal should be uploaded **online only** in the prescribed format given in the designated e-tendering portal website. No other mode of submission shall be acceptable.

However, **Bid Processing Fee, Bid Security, Catalogue(s)/Data-sheet(s)** related to all quoted items must be submitted in original at the desired venue before the last date and time of physical submission as mentioned in the NIB.

- iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- iv) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.

- v) The file name of price bid should not be different from the price bid format uploaded by the Bid inviting Authority in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the RFX/event is in **Display Mode**.
- vi) **Bidders may simulate online bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during bid submission online shall be entertained in the last week of bid submission.**

### **Qualification Criteria (Ref. GIB Clause 30.1)**

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.

### **33. Comparison of Bids**

33.2 Unit Prices for all optional items/accessories/services (if any) asked in the tender specifications must be quoted separately by all the bidders in their price bid. Such unit prices after multiplying by the required quantity shall be added and taken into consideration for comparison and ranking of bids.

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

34.1 Further to GIB Clause 33 above, the purchaser's evaluation of a bid will include and take into account the following (added para):

- iii) The items under this tender enquiry are intended to be specifically delivered and installed for use at National Cancer Institute, AIIMS (Jhajjar Campus) which is a Research cum Cancer Institute. Accordingly, custom duty, cess, IGST, payable at the time of Import in the name of the Institute shall be applicable as per Custom Notification No. 51/96-Cus dated 23.07.1996 and its subsequent amendments, if any. Similarly, CGST/SGST payable at the time of supplies in the name of the Institute from Indian suppliers shall be applicable as per notification no. 47/2017-Integrated Tax (Rate) dated 14.11.2017 issued by Department of Revenue, Ministry of Finance, GOI. The ranking of bids shall also be made by taking into such rates of taxes & duties for those items as mentioned in the said notifications

### **Added Para (Ref. GIB Clause 33 & 34):**

The comparison of bids will be based on GIB Clause 33, 34 and if any, as specified in the Technical specification(s). However, at the time of award of contract, the value of award (bid value/contract value) shall be limited to the upfront charges payable by the exchequer for Supply, Installation, Testing & Commissioning value only on DDP basis which is inclusive of warranty (for number of years specified at section VI; List of Requirement, Part I) and any other item(s)/services detailed for upfront purchase in the technical specifications. The cost of any other parameters like CAMC price beyond the warranty period, cost of any Consumables, any other recurring expenditure, etc. which have been considered for ranking of bids or for freezing of rates shall not be part of tender/award/bid/contract value.

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

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**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 Bidding Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

**3. Patent Rights**

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

**4. Country of Origin**

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

**5. Performance Security**

- 5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to

ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

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 XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) 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 CAMC security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Comprehensive Annual Maintenance Contract as per the 'Contract Form - B' in Section XV with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser 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 CAMC security in favour of concerned Director AIIMS/Chief of Centres/MS of Hospital/Head of the Department/Dean as per the format in Section XIV.

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

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII 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 under Section VII 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 under Section VII 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 and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification 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 re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch 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 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-dispatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

- 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 supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV etc. prior to dispatch 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 and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

## **10. Transportation of Goods**

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

The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms.

## **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 at Consignee's Site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

- ii) In case of supply of the imported goods on CIP (named port of Destination 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 for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to warehouse (consignee site) on all risk basis.

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

## **12. Spare parts**

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

- a) The spare parts as selected by the Purchaser/End User 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/End User 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/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

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

## **13. Incidental services**

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

- i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- ii) Turnkey work (if any).
- iii) Training of Consignee's/End Users 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 dispatch documents well in time to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

Within 24 hours of dispatch, the supplier shall notify the concerned Store Officer in AIIMS Clearing Agent and others concerned the complete details of dispatch and also supply following documents by air mail/ courier etc. with intimation by e-mail:

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

**15. Warranty and CAMC**

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 The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-

- All kinds of Motors.
- Plastic & Glass Parts against any manufacturing defects.
- All kinds of sensors.
- All kinds of coils, probes and transducers.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

15.5 In case of any claim arising out of this warranty and CAMC period 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 unless revised in SCC in Section V of Bidding Document.

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- 15.6 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per conditions laid down in the Bidding Document.
- 15.7 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 up to the completion of the original warranty period of the main equipment.
- 15.8 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.12 The Supplier along with its Manufacturer 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 equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment 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 bid. Such notification, in its original bid 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 dispatch,
- 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 the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser'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 bid and incorporated in the contract except for any price adjustment authorized in the SCC.

## 20. Taxes and Duties

20.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

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

## 21. Terms and Mode of Payment

### 21.1 Payment Terms

Payment shall be made through electronic transfer in NEFT/RTGS 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 Indigenous Goods (M&E) 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:** 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:
  - (i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;

- (ii) Consignee Receipt Certificate as per Section XVI of bidding document in original issued by the authorized representative of the consignee;
- b) **On Acceptance:** Balance 25% payment would be made against “Installation and Acceptance Certificate” of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. “Installation and Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable).
- B) Payment for Imported Goods (M&E):** Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:
- a) **On Shipment:** 75% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air 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) Commercial Supplier’s Invoice giving full details of the goods including quantity, value, etc.;
  - ii) Packing list;
  - iii) Certificate of country of origin;
  - iv) Negotiable clean Bill of Lading/Airway Bill;
  - v) Insurance Certificate; (if applicable)
  - vi) Manufacturer’s guarantee and Inspection certificate; (if applicable)
  - vii) Inspection certificate issued by the Purchaser’s Inspector; (if applicable)
  - viii) Any other document(s) as and if required in terms of the contract.
- b) **On Acceptance:** Balance payment of 25% of net FCA/CIP price of goods would be made against “Installation and Acceptance Certificate” to be issued by the End User 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. “Installation and Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).
- c) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against “Installation and Acceptance Certificate” to be issued by the End User through Wire Transfer.
- d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training),if applicable will be paid in Indian Rupees to the Indian Agent on submission of “Installation and Acceptance Certificate” by the End User.
- e) **Payment of Indian Agency Commission:** Indian Agency Commission (IAC) will be paid to the Authorised manufacturer’s agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The agency commission payment shall be made on submission of “Installation and Acceptance Certificate” by the End User.
- C) Payment of Civil/Electrical Works at site:** The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject

to further escalation/exchange variation. The payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

**D) Payment for Comprehensive Annual Maintenance Contract Charges:** The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User 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 of the bidding document valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of contract value is more than Rs. 10 lakh.

## **21.2 Terms of payment for imported goods**

- 21.2.1 The supplier shall not claim any interest on payments under the contract.
- 21.2.2 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.
- 21.2.3 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, the charges thereof shall be borne by the supplier.
- 21.2.4 The payment shall be made in the currency/currencies authorised in the contract.
- 21.2.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- 21.2.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that, payment has been fulfilled as required under the contract.
- 21.2.7 While claiming reimbursement of duties, taxes etc. (like GST, sales tax, excise duty, custom duty) from the Purchaser, 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, the supplier shall refund to the Purchaser forthwith.

## **22. Delivery**

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and

performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

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

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before 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 the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.

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

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

**23. Liquidated Damages**

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

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

**24. Termination for Default**

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

**26. Force Majeure**

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of

occurrence of such event. Unless otherwise directed by the Purchaser 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 is unable to fulfil its contractual commitment and responsibility, the Purchaser 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 reserves the right to terminate the contract, in whole or in part for its Purchaser'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. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser 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 GIB 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 Facsimile/email 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.
- 30.3 In the case of a dispute or difference arising between the Purchaser 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 to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).
- 30.4 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.5 **Jurisdiction of the court** will be from the place where the Bidding Document 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**

- 32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
- 32.2 It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

**33. Fall Clause**

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

**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.

<b>Sl. No.</b>	<b>GCC Clause No.</b>	<b>Topic</b>	<b>SCC Provision</b>	<b>Ref. Page No.</b>
A	5	Performance Security	Change in GCC clause No. 5.1 as below	42

**5. Performance Security****Added Para 5.6**

The supplier shall furnish **2 (two) Performance Securities** to the Purchaser as detailed below:

- (1) Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the capex contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations and,
- (2) Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish an additional equivalent Performance Security (ten percent (10%) of the total value of the Capex contract) to the Purchaser, valid up to ninety (90) days after the date of completion of all contractual obligations of operations contract by the supplier.

**Any specific clause, mentioned in the technical specification shall prevail and will supersede the similar clause mentioned anywhere in the tender.**

**The warranty conditions will be as mentioned in the list of requirement as per section VI of the Bidding Document.**

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

<b>Sl. no.</b>	<b>Rfx/ Event number</b>	<b>Short Description of goods</b>	<b>Quantity</b>	<b>Warranty Period</b>	<b>CAMC period after warranty</b>
1	3000003342	Laundry System	1	05 years	05 years

**Part II: Required Delivery Schedule:****For Indigenous and/or Imported goods:**

Supply, Installation and Commissioning to be completed within 120 days from the date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.

(In case of LC opening, necessary documents like valid Performance Security and Proforma Invoice are to be submitted within 30 days from the date of release of NOA. In case layout drawing approval is applicable, it should be submitted by the supplier within 21 days from the date of release of NOA.)

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.

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

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

**Part IV: Turnkey Work (if any) as per details in Technical Specification.****Part V: Warranty period as per details mentioned in technical specification and as specified in Part I above. Warranty period will start from the date of installation, commissioning and acceptance.**

Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

**Part VI: Required Terms of Delivery and Destination.****a) For Indigenous goods or for imported goods if supplied from India:**

Free Delivery at Consignee's Site(s)

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

The foreign bidders are required to quote their rates on CIP (Named Port of Destination Basis) giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP (Named Port of Destination basis).

Insurance (Local Transportation and Storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

**c) The Consignee details** are as under but the supplier is required to deliver the goods at the designated site in the floor and building of concerned Centers/Hospital/Departments:

Consignee	Site	Contact Address.	Air Port	Sea Port
NCI-AIIMS  (National Cancer Institute – All India Institute of Medical Sciences)	Jhajjar Campus	Badsha Village Jhajjar Haryana	New Delhi	ICD Tuglakabad (for containerised shipments)  Or  ICD Patparganj

Note: The consignee will ensure timely issue of NMIC, CDEC etc., wherever applicable to the supplier.

**SECTION - VII****TECHNICAL SPECIFICATION AND GENERAL POINTS****A. TECHNICAL SPECIFICATION:**

**Item (Rfx/ Event number 3000003342)**  
**Laundry System**

	<b><u>Scope of Work</u></b>
1	Bidder is responsible for planning, designing, supplying, installation, commissioning, maintenance and operation of laundry services for 10 years for NCI-AIIMS. The bidder will also supply hospital linen for 10 years
2	The bidder shall calculate the number and type of equipment required in the laundry system of NCI-AIIMS based on the following:
3	Specifications of the key equipment of laundry services are detailed in the tender document.
4	Load of dirty linen shall be approximately 3000 Kg per day (3-4 Kg per bed per day) when NCI-AIIMS is fully operational (710 beds).
5	The institute is likely to be operationalized in three phases viz.
	i. Phase-I December 2018 250 beds
	ii. Phase-II December 2019 500 beds
	iii. Phase-III December 2020 710 beds
6	The laundry services shall be designed and commissioned upfront for full capacity with scope of expansion for upto 25 percent of the estimated capacity without deployment of any additional equipment.
7	<b>Timings of Collection of Linen(Indicative)</b>
	i. From OTs : Collection of linen will take place from 9-10 AM, 2-3 PM and 6-7 PM all days ( Thrice a day )
	ii. Collection of linen from ICUs : will take place from 11 AM to 12 noon all days (Twice a day)
	iii. Collection of Linen from wards, OPD & other area: will take place from 10 AM to 12 AM all days(once a day)
8	<b>Timings of Distribution of Linen(Indicative)</b>
	i. Distribution of Linen to OTs: Distribution of Linen will take place from 8AM to 9AM all days in morning
	ii. Distribution of Linen to ICU: Distribution of Linen will take place from 9AM to 10AM all days in morning
	iii. Distribution of linen to wards, OPD& other area: Distribution of Linen will take place from 10AM to 2PM all days
9	The bidder has to provide laundry services to the occupants of the guest house and Resident block at tender rates prevailed at AIIMS Delhi hostel which could be revised from time to time. NCI AIIMS reserves the right to withdraw the said services from the bidder at any point of time as and when alternate arrangements are made. The bidder can use the existing equipment without affecting the laundry services of the hospital. The bidder has to maintain a separate clean area in existing space for laundry services for the residential block and the guest house.

10	All linen items must be returned to respective areas on the next day of collection as per delivery schedule prescribed in SOP and the linen should be clean, undamaged, and well ironed. After collection and distribution of linen a “satisfactory” certification must be obtained in the log book from the sister in-charge of concerned areas. In case lesser number of linen is returned to the concerned area, a penalty of double the cost of lost linen would be deducted from the OPEX bills, if the lost item is untraceable after 48 hours.
11	Repair of any linen should be done (in –house) and in case of irreparable damage it should be informed to Laundry in-charge (NCI-AIIMS) along-with reasons within 24hrs and the report of the same should be submitted to the appropriate authority on monthly basis.
12	The linen will be in-use for minimum of 100 washes . If any linen is condemned before 100 washes the same has to be approved by the competent authority and proper record of the same has to be maintained. Penalty will be imposed for linen which has not undergone minimum 100 washes due to vendor's fault. For imposing penalty the cost of the linen will be divided into 100 parts and for the linen which has not completed 100 washes the cost of the particular linen will be deducted for rest of the washes on pro-rata basis and the amount will be deducted from OPEX Bill.
13	Daily record during collection of dirty linen items/distribution of cleaned / washed /ironed amd condemned linen items should be maintained in the department-wise registers duly signed by the representative of contractor and department official, who is looking after the day to day transaction of such linen items.
14	Colour coded carts will be used for transport & storage of dirty & washed linen. The carts used for transport of soiled linen should be disinfected after every use & should be kept separate from those used for transport of clean linen.All carts for dirty as well as clean linen should be washable with soap and water and dried at the end of each day.
15	Standard precautions must be followed while collecting & handling of infected/soiled linen.
16	Bio-Medical Waste management rules, wherever applicable will be followed by the vendor.
17	Bidder has to provide adequate & sufficient manpower to run the Laundry Operations as per the work defined in SOP. Bidder has to declare in the tender the required manpower for operationalization of laundry system in the phase-wise manner as detailed below: <b>Phase- I: December 2018- 250 Beds</b> <b>Phase- II: December 2019- 500 Beds</b> <b>Phase- III:December 2020 -750 Beds</b> The vendor has to declare manpower in phase wise manner in the format attached as an <b>Annexure-6</b>
18	Bidder has to furnish and equip all required turnkey item as defined in the specs, institute will provide shell structure of approx.6000sq feet with one point electrical, water, <u>chilled</u> water pipe& drain supply, rest all bidder has to do from planning, designing, supply, installation and commissioning of all equipment on turnkey basis.While designing the laundry the Bidder has to provision for future expansion of the Laundry for installation of One Washer Extractor & One Front Loading Drying Tumbler of the highest capacity quoted by the bidder in the said tender. This provision should be made without disrupting the zoning of the laundry. All ancillary services like (electricity, water points, plumbing, steam/ Gas etc.) required for future expansion has to be built in while designing and furnishing the laundry.
19	<b>Authorized personnel of bidder may collect NCI brochure including list of user areas and CAD drawings from room number 160, 1st floor, DR. BRAIRCH, AIIMS, New Delhi for better understanding of laundry areas, wards/ICUs/OTs/OPD/etc areas.</b>

20	The design of laundry should include areas like collection, washing, drying, ironing, storage, transportation trolley storage, trolley washing and disinfection area, offices, change room, RO Plant room, Linen weighing area, Air Compressor Room (If required), Boiler Room (If required), etc as per zoning concept for dirty & clean linen. The design should be approved by the consignee.
21	The tagging is the responsibility of the bidder for all Linen as prescribed in SOP
22	Linen provided by the bidder as per specifications mentioned in Annexure - 3 should be tested from NIBL approved Labs or textile committee notified by the Govt. of India. The report should be submitted for each batch of linen before delivery. After delivery of the batch a sample of linen will be sent for testing to NIBL approved Labs or textile committee notified by the Govt. of India. The expenses for the above testing will be borne by the bidder. If the sample does not match the specifications mentioned in Annexure -3 then the bidder has to replace the entire batch.
	<b>Ranking and Payment</b>
1	NCI-AIIMS shall pay upfront CAPEX cost for infrastructure work, installation and commissioning & any laundry system accessories being supplied upfront by the bidder as per the rates quoted by them. CAPEX shall be inclusive of cost of turnkey works, equipment cost in laundry, warranty and maintenance for first 5 years, cost of any accessories, carts, non-disposable bags, etc used in collection / distribution / storage of linen, any furniture installed within the laundry, any boilers, RO system, quality control equipment etc if installed by the bidder and must be clearly quoted under the column of CAPEX in the technical and price bid.
2	Bidder has to quote unit rate (opex) for all linen as mentioned in Annexure 1. This unit rate for each linen item must be inclusive of the cost of manpower, consumables, fuel (electricity/diesel/PNG/ Solar energy), any other recurring cost incurred for the collection, sorting, washing, drying, ironing, packing, storage, distribution, quality control, routine cleaning of laundry premises including equipment etc of the complete laundry system as per SOP prescribed in tender. Unit rate (OPEX) for all linen would not include Unit cost of the linen. This unit rate shall be the basis for calculating operational cost (OPEX) of the laundry system and the OPEX shall be paid on monthly basis by multiplying the unit rate with the actual quantity of linen handled. Bidder is responsible for cleaning, repair & maintenance of infrastructure of laundry area installed and commissioned by the bidder on regular basis.
3	The Bidder has to quote Unit Cost of linen as per specification detailed in Annexure -3 for items mentioned in Annexure -4. The total cost of linen as per quantity mentioned in Annexure 4 will be considered for Bid Ranking. The linen would be purchased after the approval of the competent authority.
4	The CAMC price from 6th to 10th year must be quoted separately and should not be quoted under CAPEX and OPEX.
5	L1 calculation will be based on the total cost of CAPEX (Annexure 2) + Cost of CAMC from 6th to 10th year + indicative OPEX cost for 10 years as per Annexure-1 for Laundry + Total cost of stitched linen as per Annexure -4. However the payment of OPEX will be made on the actual basis and CAMC on annual basis from 6th year onwards. Payment for linen (i.e. Cost of linen) would be made to vendor as and when linen is purchased by NCI-AIIMS.
	<b>Specifications</b>
	<b>Dirty Linen Collection Trolley- 3 containers minimum 40 kg capacity.</b>
a	The dirty Linen trolley shall be having 3 containers with different colour coding bags for the collection of the linen from the wards and other areas supported on swivelling wheels.
	<b>Dirty Linen Transportation Trolley - spring bottom type- Capacity minimum 100 kg</b>

a	The dirty linen trolley shall be fabricated out HDPE fibre plastic / SS/ Aluminium and should have spring bottom feature for the better movement and performance along with swivelling wheels. The trolley should be accessible to all hospitals lifts.
b	Trolley has to be colour coded to be used in clean and dirty area.
	<b>Dirty Linen Transportation Trolley - spring bottom type- Capacity minimum 50 kg</b>
a	The dirty linen trolley shall be fabricated out HDPE fibre plastic/ SS/ Aluminium and should have spring bottom feature for the better movement and performance along with swivelling wheels.
b	Trolley has to be colour coded to be used in clean and dirty area. The trolley should be accessible to all hospitals lifts.
	<b>Receiving Counter</b>
a	Construction: Counter Top should be made of granite top (W 1m x L 2m)
b	Should be aesthetically good
c	Should provision for placing CPU, UPS, Mouse, Keyboard etc
d	Should have at least 3 drawers.
	<b>Computer with printer&amp; UPS</b>
a	Bidder should be providing latest generation intel processor computer with printer at receiving counter and at other areas wherever required.
	<b>Industrial Weighing machine</b>
a	Capacity - 0 to 200 Kg minimum with accuracy +/- 0.1 % The weighing machine shall be heavy duty platform type with Digital display weight indication. The platform for placement of buckets/goods for weighing shall be with steel casting with adjusting lever mechanism and knob for adjustment of error in machine.
	<b>Office Table</b>
a	It should be modular, ergonomically design, the make of the furniture should be SS/Aluminium/ wood, and no plastic should be used.
	<b>Chair with hand rest</b>
a	It should be modular, ergonomically design, the make of the furniture should be SS/Aluminium/ wood, and no plastic should be used.
	<b>Storage Cupboard (2x2)</b>
a	It should be modular, ergonomically design, the make of the furniture should be SS/Aluminium/ wood, and no plastic should be used. Should be provided with lockable doors.
	<b>Almirah</b>
a	It should be modular, ergonomically design, the make of the furniture should be SS/Aluminium/ wood, and no plastic should be used. The Almirah shall have locking system.
	<b>Dust Bin</b>
a	Constructed from Stainless steel.



b	Removable inner container of S.S. material.
c	Capacity minimum 10 litre.
d	Foot operated lid opening.
	<b>Laundry Scrub Station with 2 Sinks</b>
a	Stainless Steel Construction with taps for wash and rinse using hot and cold water. SS Scrubbing Board in between Sinks.Underneath Shelf. Size- 1600mmx500mmx900mm
	<b>Sluicing machine with automatic dosing- capacity minimum 30 kg (Electrically heated) To wash the infected and soiled clothes received from the wards, ICU's and OT's.</b>
a	Machine should be fully automatic.
b	Basket volume minimum 300 litres.
c	Washer extractor with soft mount type with loading capacity of 30 kg.
d	The machine should be electricheated with all wetted parts are SS304 stainless steel construction with capability of automatic washing, rinsing and extraction.
e	The machine needs to be single motor VFD driven with microprocessor control, Touch Screen Control, Built in vacuum Breaker, Single Motor Drive.
f	Machines should be energy efficient with low water, chemical steam and electricity consumption, minimum 5 External liquid supply connections. The machines should come with all necessary safety features.
g	The equipment should weigh the linen and adjust the amount of water and energy according to the load.
	<b>Barrier Washer Extractor with automatic dosing pump, Capacity – minimum 100 kg</b>
1	The washer should have front loading type. Unloading of the washed garments shall be done from the other side (Unloading door).
2	Unloading door shall be placed at 180 degrees angle from the loading door, soft mount type with suspended construction allowing a 300G to 350 G.
3	It should have automatic inner drum positioning system in loading or unloading position.
4	The Barrier Washer ensures that wash program is performed in full before it allows unloading on the clean side. This guarantees that linen has been properly washed and disinfected before unloading it on the clean side.
5	Mutual lock of loading and unloading door, can't be opened simultaneously.
6	Both the inner and outer wash cylinders should be constructed using stainless steel 304 and inner wash cylinder should be fitted with perforated spray lifters for improved agitation and quicker soaking of wash load.
7	It should have Automatic Outer door locking and unlocking with pneumatic system for maximum safety and efficiency.
8	In case of, fast forward, error, power failure & emergency stop, the machine will only allow opening on the dirty side.
9	Safety interlock on the loading door supervises the water level and the motor drive so that the door cannot open until the water level is below the inner drum and the drum rotation has stopped.
10	It should have end of cycle audio visual alarm.
11	It should have Pneumatic suspension for less vibration.

12	It should have variable Frequency controlled motor and silent rotation speeds.
13	The out of balance shall be determined electronically and based on the out of balance, the machine shall be able to determine the maximum allowable speed for extraction 300 to 350 G.
14	The equipment should automatically weigh the linen and adjust the amount of water and energy according to the load. It should have automatic dosing.
15	<u>Control Panel</u> - The machine shall be controlled with a micro-processor with the following minimum features:-
16	The control shall display remaining wash time, error codes and program status indication etc.
17	The display shall be of LED/LCD-type, and shall be possible to display text and symbols etc.
18	Wash Programs: The machine shall have a capacity to store program “libraries” with minimum 25 different wash programs. It shall be possible to automatically start a wash program at a certain time.
19	Software to ensure the traceability of the linen, cycle time and also helps for data logging and process validation.
20	Software that ensures that any wash program performs to its end before it allows unloading on the clean side this would ensure that no manual bypass or override of the wash program is done for the completion of the wash cycle.
21	Control panel can be lockable with password.
22	<u>Liquid Detergent supply</u> : - The chemical/detergent supply should be through dosing pump only with minimum 5 chemical boxes. The machines shall be available for use with only liquid supplies via external dosing pumps.
23	<u>Drive system</u> : The machine shall have a motor powered by a variable frequency drive. There shall be no gearboxes, clutches or gear reducers.
24	<u>Water and drain</u> : The machine shall be provided with two water inlets (Cold/Hot).
25	<u>Basket Volume</u> - 1000 Ltrs (Minimum)
26	<u>Final Extract</u> - More than 700 RPM or more
	<b>Barrier washer extractor with automatic dosing pump - Capacity -50 kg</b>
1	The washer should have front loading and unloading of the washed garments shall be done from the other side (Unloading door).
2	Unloading door shall be placed at a 180 degree angle from the loading door, soft mount type with suspended construction allowing a 300-350G.
3	It should have automatic inner drum positioning in loading or unloading position.
4	The Barrier Washer ensures that any wash program is performed in full before it allows unloading on the clean side. This guarantees that linen has been properly washed and disinfected before unloading it on the clean side.
5	It should have 2 doors (Loading & unloading door) and Mutual lock of loading and unloading door, can't be opened simultaneously.
6	Both the inner and outer wash cylinders should be constructed using stainless steel 304 and inner wash cylinder should be fitted with perforated spray lifters for improved agitation and quicker soaking of wash load.
7	It should have Automatic Outer door locking and unlocking with pneumatic system for maximum safety and efficiency.
8	In case of, fast forward, error, power failure & emergency stop, the machine will only allow opening on the dirty side.
9	Safety interlock on the loading door supervises the water level and the motor drive so that the door cannot open until the water level is below the inner drum and the drum

	rotation has stopped.
10	It should have end of cycle audio visual alarm.
11	It should have Pneumatic suspension for less vibration.
12	It should have variable Frequency controlled motor and silent rotation speeds.
13	The out of balance shall be determined electronically and based on the out of balance, the machine shall be able to determine the maximum allowable speed for extraction up to 300-350G.
14	<u>Control Panel</u> - The machine shall be controlled with an electronic micro-processor with the following minimum features:-
15	The control shall display remaining wash time, error codes and program status indication.
16	The display shall be of LED/LCD-type, and shall be possible to display text and symbols.
17	Wash Programs: The machine shall have a capacity to store program “libraries” with up to 30 different wash programs. It shall be possible to automatically start a wash program at a certain time.
18	Software to ensure the traceability of the linen and also helps for data logging and process validation.
19	Software that ensures that any wash program performs to its end before it allows unloading on the clean side this would ensure that no manual bypass or override of the wash program is done for the completion of the wash cycle.
20	Control panel can be lockable with password.
21	<u>Liquid Detergent supply</u> : - The chemical/detergent supply should be through dosing pump only with minimum 5 chemical boxes. The machines shall be available for use with only liquid supplies via external dosing pumps.
22	<u>Drive system</u> : The machine shall have a motor powered by a variable frequency drive. There shall be no gearboxes, clutches or gear reducers.
23	<u>Water and drain</u> : The machine shall be provided with two water inlets (Cold/Hot).
24	<u>Basket Volume</u> - 500 Ltrs.(Minimum)
25	<u>Final Extract</u> - More than 800 RPM more
	<b>Drying Tumbler front loading - Capacity minimum 50 kg</b>
1	Heavy duty, Front Loading, Auto-timed, Auto-reversible, Dual Motor drive, Open Pocket & Front display, and axial air flow, the dryer should be with temperature control system.
2	Control –Microprocessor with adjustable parameters such as temperature, programme and cool down time and feature to control the moisture control in the dryer.
3	Software for data logging and process validation for drying.
4	Temperature Controller - Auto digital control
5	Time Controller- Auto digital control for drying and cooling
6	It should have large door opening for easy loading and unloading. Door should be made up of SS 304 with toughened glass window with interlock for safety.
7	Inner Drum–Should be made of Stainless steel 304.

8	Moisture control feature for the continuous measurement for the garments in the cycle to prevent over drying and thus saving energy and time.
9	<u>Safety features</u> -The tumble dryer should be equipped with overheating protection and a temperature sensor that turns off the heat if the airflow is clogged.
10	The dryer should stop in case the door is opened during operation.
11	<u>Door Opening</u> - 800 mm or more
12	<b><u>Basket Volume</u></b> - 1000 Ltrs.or more
13	<u>Suction Blower</u> - Heavy duty Centrifugal Suction Blower and dynamically balanced
14	<u>Lint Screen</u> - Self cleaning lint screen, facility of cleaning should be through front door.
	<b>Drying Tumbler front loading – Capacity minimum 30 kg .</b>
1	Heavy duty, Front Loading, Auto-timed, Auto-reversible, Dual Motor drive, Open Pocket & Front display, and axial air flow, the dryer should be with temperature control system.
2	Control –Microprocessor with adjustable parameters such as temperature, programme and cool down time and feature to control the moisture control in the dryer.
3	Software for data logging and process validation for drying.
4	Temperature Controller - Auto digital control
5	Time Controller- Auto digital control for drying and cooling
6	It should have large door opening for easy loading and unloading. Door should be made up of SS 304 with toughened glass window with interlock for safety.
7	Inner Drum–Should be made of Stainless steel 304.
8	Moisture control feature for the continuous measurement for the garments in the cycle to prevent over drying and thus saving energy and time.
9	Safety features-The tumble dryer should be equipped with overheating protection and a temperature sensor that turns off the heat if the airflow is clogged.
10	The dryer should stops in case the door is opened during operation.
11	Door Opening – 800 mm Ø (Minimum)
12	Basket Volume- 500 Ltrs.(Minimum)
13	Suction Blower- Heavy duty Centrifugal Suction Blower and dynamically balanced
14	Lint Screen – Self-cleaning lint screen, facility of cleaning should be through front door.
	<b>Flatwork Ironer -with Feeder, Folder &amp; Stacker</b>
1	Flatwork Ironer should be attached with automatic clamp feeder along with folder and stacker.
2	Flat work should be a roller type.
3	Flat work ironer should have single roller.
4	One station automatic feeding with electro-mechanical clamps for a smooth and efficient quality feeding.

5	<i>It should be microprocessor controlled</i>
6	Standard automatic ironing speed control system.
7	Standard stand-by and sleeping modes for optimum energy savings.
8	Versatile stacker for delivery of linen stacks to the front or the rear of the machine.
9	Suitable for rapid ironing of linen like Bed sheets, Pillow cover or flat sheet etc.
10	Folder should be a single lane which should be capable of folding 2 primary& 3 secondary folding of the linen.
11	Folder width should match with size of the ironer.
12	Folder speed should be synchronized with the speed of the ironer.
13	Folder should have self-diagnostic system along with safety parameters.
14	Control: Electronic Control Panel with automatic speed regulation system.
15	Safety – Finger Guard Protection and Start and stop of the machine with emergency switch.
16	Belts- Should be Nomex belts.
17	Ironing Speed –should be approx. 8 to 10 metre per minute
	<b>Flatwork Ironer -with Feeder, Folder &amp; Stacker (Roller Size- minimum 450 Ø mm x minimum 1900 mm length)</b>
1	Flatwork Ironer should have automatic feeder along with folding and stacking option.
2	One station automatic feeding with electro-mechanical clamps for a smooth and efficient quality feeding.
3	<i>It should be microprocessor controlled</i>
4	Standard automatic ironing speed control system.
5	Standard stand-by and sleeping modes for optimum energy savings.
6	Versatile stacker for delivery of linen stacks to the front or the rear of the machine.
7	Suitable for rapid ironing of linen like Bed sheets, Pillow cover or flat sheet etc.
8	Control: Electronic Control Panel with automatic speed regulation system.
11	Safety – Finger Guard Protection and Start and stop of the machine with emergency switch.
12	Padding- Polyester padding
13	Ironing Speed – minimum 9 metre or more per minute
	<b>Utility press with Ironing Table Size -</b>
1	Table size should be 135 cm X 38 cm X88 cm (53”X15”X35”)
2	Garment Tray with Heated Surface and adjustment of surface temperature.

3	It should have built in Vacuum function in the table.
4	Rectangular shape of the Ironing table for large working area
5	Polyester foam padding for better life.
6	Integral steam boiler for better safety
7	Iron balancer equipped with the machine.
8	It should have overhead gantry to support iron hoses.
	<b>Heavy duty Sewing machine</b>
1	Semi-Dry Automatic Lubrication to the Main Machine Parts.
2	Horizontal Axis Rotary Hook
3	Large Capacity Bobbin.
4	Extra Large Needle.
5	Sewing Speed RPM: 800
6	Max. Stitch Length: 5 to 12 mm
7	13mm Presser Foot Clearance
8	Lock Stitch Machine.
	<b>Mobile Table with castor wheels</b>
	<i>Dimensions:</i> 4feetX2 Feet. The folding table shall be specially designed for carrying rolling and folding of linen in the laundry. The frame of the table shall be fabricated out of MS welded construction with one bottom shelf for storage. Complete with heavy duty ball bearing for swiveling wheels. The table top shall be of polished Stainless steel. Castor wheels should be lockable
	<b>Fresh Linen storage racks</b>
1	Size –minimum 1200 mm x 460 mm x 1800 mm
2	4 shelves; Made of Stainless Steel-AISI-304, Finished with Polishing.
3	Anticorrosion treated components, treated with seven steps of anti-corrosion process.
4	Surface free from flaws, roll marks, dents, lines etc.
	<b>Folding table</b>
1	Rolling Table large size having S.S. top and under shelf. Top made of S.S. sheet. One under shelf of 18 S.S. The castor wheel should have locking mechanism. Length – 100” Breadth – 50” Height – 50”
2	Should be able to use while folding and stacking of linen <b>is</b> in process.
	<b>Dispatch Counter</b>

1	Construction: Counter Top should be made of granite top with appropriate size
2	Should be aesthetically good
3	Should be supplied with computer as per specification given for receiving counter.
4	There should be provision for placing CPU,UPS, Mouse, Keyboard etc
	<b>Linon Transportation Trolley - spring bottom type- Capacity minimum 100 kg</b>
1	The linen trolley shall be fabricated HDPE fibre plastic / SS and should have spring bottom feature for the better movement and performance along with swivelling wheels.
2	Trolley has to be color coded to be used in clean and dirty area.
	<b>Linon Transportation Trolley - spring bottom type- Capacity minimum 50 kg</b>
1	The linen trolley shall be fabricated HDPE fibre plastic/ SS and should have spring bottom feature for the better movement and performance along with swivelling wheels.
2	Trolley has to be color coded to be used in clean and dirty area.
	<b>Reverse Osmosis/Water softener Plant 5000 LPH(If required)</b>
1	Reverse Osmosis Plant 5000 Liters per hour capacity
2	Should have stainless steel skid mounts for pre-treatments and RO unit
3	Should have booster Pumps.
4	Should have direct bypass valve and auto flush systems.
5	Should have thin film composite membrane of equivalent.
6	Should have dry run protection of pump.
7	Should have auto flush timer.
8	Should have automatic tank level control.
9	Should have over voltage and over current protection.
10	Should have high efficiency reverse osmosis membrane.
11	Should have 10000 L purified water reservoir with bacterial vent filter to ensure microbiological integrity.
12	Should have re-circulation pump for providing instantaneous delivery flow.
13	Should have comprehensive micro-processor monitoring and control system.
14	RO should be of Eureka Forbes/Ion Exchange / Millipore / Kent / Aquacare / Rions make.
	<b>Hot Water System-Gas Manifold- (If required)</b>
1	It should be supplied by the bidder with appropriate capacity to run laundry system without any break if laundry system runs 24x7.
2	Glass Lined Tank for water heater use.

3	Anode with low level of maintenance.
4	Low flue gas temperature for higher efficiency.
5	Additional pressure and temperature valve for safety
6	Fully automatic spark ignition & Automatic Control system
7	Sufficient number of cylinder with backup should be provided.
	<b>Diesel Boiler(If required)</b>
	It should be supplied by the bidder with appropriate capacity to run laundry system without any break if laundry system runs 24x7. Sufficient backup should be provided with system.
	Note: For heating purpose, LPG/ Natural Gas / Steam (Diesel Boiler) can be used. Bidder has to provide supply of LPG/Natural gas / Boiler / Solar heating in case of steam heating and bear diesel & other recurring charges.
	<b>Air Compressor:</b>
	It should be supplied by the bidder with appropriate capacity to run laundry system without any break if laundry system runs 24x7
	<b>Linen: Specifications of Linen (Annexure 3)</b>
	<b>Turnkey &amp; Civil work</b>
1	Bidder has to do all required turnkey as defined in the specs, institute will provide shell structure of approx. 6000 sq feet with one point electrical, water & drain supply, rest all bidder has to do from planning, designing, supply, installation and commissioning of all equipment on turnkey basis. In Addition to the above work, Bidder has to do all turnkey works ( provide space & ancillary services ) for future expansion of Laundry services equivalent to 50% of the total load mentioned in the tender
2	Bidders are strongly advised to visit the site and carry out the assessment of works. Total area dedicated for Laundry is approx.6000sq feet. Only those vendors who offer the entire range of state of the art equipment comprehensively as a package deal will be considered. Laundry has to be designed, built, operate and maintained by the supplier for 10 years.
3	Bidder has to submit the layout design proposed with material used for construction/civil works to NCI –AIIMS for approval, Bidder can start the execution of civil works after getting approval from NCI-AIIMS.
4	Civil works includes construction of brick wall, plastering, painting, etc required as per the approved lay out plan, laying of tiles on walls & floors, provision of doors & windows as per approved lay out plan. Levelling of floor (if required) before lying of suitable anti-slippery floor and strengthening of floor should be bidder's responsibility (if required).
5	Bidder has to construct toilets, rest room, change room (Male & Female),eye-shower and shower facilities for their workers.
6	Room for RO/softener water plant with proper exhaust has to be carried out by the bidder.
7	Room/space for Air Compressor (if required) for smooth operation should be provided by the vendor.
8	SS wall panelling has to be done on both sides of barrier washers, SS 304 should be of minimum 0.8 mm thick with suitable insulation.
9	Any other necessary work not mentioned in BOQ/technical specifications/turnkey but required for successful completion of Installation, Commissioning, maintenance & operation of Laundry should be carried out by the bidder.



10	Bidder has to install CCTV cameras covering all major areas with recording of 30 days for the proper monitoring of workflow with the connection in the manager room, officer incharge's room Security control room and Medical Superintendent office . It should be integrated with Hospital security system.
	<b>Electrical works</b>
1	All electrical work required for commissioning and installation of equipment like cable wire, electrical outlets, switches, cable trenches, trays, railings, etc. should be fire proof, of reputed make, certified for electrical safety. All remaining work has to be done by the bidder including Electrical Isolators, MCBs, Electrical boards, Switches, Sockets and any other thing which are required for smooth running of Laundry Equipment.
2	Bidder has to supply suitable electrical control panel for all laundry system.
3	Institute will provide one point electrical supply at laundry and further distribution within the laundry will be responsibility of bidder as per approved layout. Bidder has to specify their electrical consumption with bid.
	<b>Ventilation &amp; Lighting</b>
1	Provision of 2ftx2ft LED lights to provide illumination of 500 lux in all areas. LED lights to be flush mounted to the false ceiling.
2	Toughened glass sealed windows with curtains to be provided to allow natural sun light wherever possible.
3	Exhaust air fans to be provided wherever required to maintain the positive and negative pressures as per SOP/tendered specs.
4	Suitable tonnage of Air conditioning in office room to be provided for maintaining a temperature of 20 deg. C +/-2 deg. C.
	<b>Plumbing Works</b>
1	Institute will provide one point water& drain supply and further distribution will be responsibility of bidder as per approved layout.
2	All plumbing work associated with proper functioning of Equipment has to be carried out by the vendor. Drains are special open drains with removable covers having large discharge capacity for spontaneous discharge of water. Proper Lint Trap and Hair trap should be in the drain line.
3	Safe disposal of solid & liquid waste generated during the process of the work will be the responsibility of the contractor.
4	Any other plumbing works associated with proper functioning of Laundry has to be carried out by the vendor.
	<b>Fire Fighting</b>
1	Fire safety: Fire safety equipment will be installed as per the norms and requirements of the fire department and keeping in mind the norms and specifications of the different zoning areas of the Laundry.
2	Fire detection and alarm system with conventional optical type smoke detectors, RIs/ MCP, fire control panel and its wiring with copper conductor FRLS wire shall be provided as per CPWD specifications.
3	Make of smoke detectors as approved will be Apollo/ Edward/ Seimens/ Honeywell.
4	Make of RI, Hooters, MCP, Fire control panel will be of Agni/ Safex/ Minimax.
5	Fire fighting system will be installed comprising of Hose reels, fire hydrants, landing valve, hose pipes, branch pipe, nozzles, valves as per CPWD specifications. The hosing and internal pipeline needs to be laid down by the vendor. However the water connection will be provided by the institute.
6	Automatic sprinkler system with adequate size of pressurization pump with pressure gauge, flow switch, annunciation panel etc shall be installed by the vendor, as per

	CPWD specifications.
7	Vendor will provide adequate fire extinguishers of required type. (According to Fire safety rules).
	<b>LIST OF ITEMS AND MANUFACTURERS</b>
	<p>i. Kota Stone / Vitrified tiles for flooring - Somany, Kajaria , H&amp;R Johnson, RAK India</p> <p>ii. PAINT - Dulux, Asian Paints , Nerolac</p> <p>iii. ELECTRICAL:</p> <p>a. CABLES - Finolex, Havells ,V-Guard.</p> <p>b. SWITCHES - Legrand, L&amp;T, Crabtree , Roma.</p> <p>c. DISTRIBUTION BOX , MCB - Legrand, L&amp;T, Siemens, Havells.</p> <p>d. LIGHT FITTINGS - Philips / Crompton / Kesselec-Schreder / Wipro.</p> <p>e. AIR CONDINTIONING - Daikin, Hitachi, Blue Star, Voltas.</p> <p>f. FURNITURE - Hermen Miller , Godrej , Featherlite, Wipro.</p>

<b>General Terms and conditions</b>	
1	Any person who is in Govt. Service anywhere or an employee of the institute should not be made a partner to the contract by the bidder directly or indirectly in any manner whatsoever.
2	If any information furnished by bidder is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the institute.
3	The bidder shall comply with the labour laws applicable and Institute shall not be responsible for any litigation/default from agency side.
4	The firm will verify the antecedents of all employees working, by police verification and will keep attendance and other relevant records at it's cost and will produce these on demand of any authority. The list containing the names/addresses of the personnel appointed by the agency shall be made available to the Institute Authorities with their bio-data within 10 days from the date of deputing.
5	In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the Contractor will have to replace such person with a suitable substitute at the direction of the competent authority.
6	The institute shall not provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the institute at any time.
7	Institute will decide the timing of collection of linen, to be followed by the vendor (Delivered within 24 hrs of collection).
8	If any situation arise out in violation of any terms and conditions of the contract executed between the parties to terminate or cancel or at the time of expiry of the contract, the vendor will be held responsible to preserve the laundry equipment intact and handover the same in functional status. Otherwise vendor shall be liable to pay the damages occurred due to any lapse on his part and the amount of the damages of equipment will be deducted from the amount of security deposited.
9	The contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of institute or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the institute premises and near to it.
	<b>Manpower Requirement</b>
1	The vendor will depute adequate manpower to meet the SOP & load requirement as defined in the tender.

2	Workers with adequate knowledge and experience of working in laundry to be employed. Due certification/verification of employees with health check-up is mandatory.
3	Medical examination of staff:-The bidder shall employ only those persons in the laundry who are found to be medically fit. Hospital reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the NCI-AIIMS on medical examination of such employees, shall be borne and paid by the bidder.
4	Wages and insurance:-The vendor shall comply with the laws applicable to employees working in the laundry regarding working hours, minimum wages, safety, cleanliness, leave, over time allowances, provident fund, retrenchment benefit, and medical benefit like ESI etc.
5	It shall be the responsibility of the vendor to employ adequate number of cleaners and sweepers and provide them with adequate and necessary equipment/ materials for keeping the laundry scrupulously clean and in a sanitary condition to the satisfaction of the institute. Anti-rodent and pest control measures will also be strictly followed and it will be the responsibility of the vendor to ensure that premises are free of these.
6	NCI-AIIMS management has no liability for the manpower deployed by the party, their health and safety. Firm will provide uniforms, aprons and other protective gear to ensure proper protection to all workers. All workers will be immunized by the firm before employment & during the course of employment as & when needed. All personnel involved in collection, transport, sorting, and washing of soiled textiles should be consistently & appropriately trained at frequent intervals especially for the use of, appropriate personal protective equipment (PPE). All uniform and PPE for staff deployed by the vendor will be provided by the vendor.
7	The laundry services for AIIMS-NCI shall be provided on all days (including Sundays & Holidays) during the contract period.
8	Bidder has to provide adequate & sufficient manpower to run the Laundry Operations as per the work defined in SOP. Bidder has to declare in the tender the required manpower for operationalization of laundry system in the phase-wise manner as detailed below: Phase- I: December 2018- 250 Beds Phase- II: December 2019- 500 Beds Phase- III:December 2020 -750 Beds The vendor has to declare manpower in phase wise manner in the the format attached as an Annexure VI
	<b>Washing Chemicals/Detergents/Etc</b>
1	The vendor shall be responsible for procurement of all the detergents/washing chemicals etc. The institute authorities can make surprise check to verify that the items used are as per approved formula and right quantity of these are being used.All the Washing Chemicals/Detergents/etc has to be in liquid form.
	<b>Supervision and Quality control</b>
1	NCI-AIIMS, management shall have the right to terminate the contract of the services rendered by the vendor, which are not of the requisite standard.
2	Management shall demand and be supplied with a sample of any washing chemical or detergent for inspection and analysis & if required to be sent for testing by the approved laboratory.
3	NCI-AIIMS, authorities will have unfettered right to inspect the premise, process of laundry, finished product at any time and the vendor shall cooperate with the authorities.
	<b>Security and safety</b>
1	NCI-AIIMS, shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory that may be kept in the said Laundry store by the

	vendor. The premises provided to the vendor should only be used for the purpose as mentioned in the contract (i.e. Laundry services for NCI-AIIMS, only). Under no circumstances, the premises are to be used for any other purpose, than what has been mentioned in the contract. The general safety & ensuring fire safety of the premises is the responsibility of the contractor.
2	Bidder has to install CCTV cameras covering all major areas with recording of 30 days for the proper monitoring of workflow with the connection in the manager room. It should be integrated with Hospital security system.
	<b>Payment</b>
1	Payment will be made for OPEX on monthly basis by NCI-AIIMS
	<b>Penalty</b>
1	During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period.
2	Vendor has to meet and follow SOP for laundry laid by the institute (including infrastructure, equipment, manpower & Quality control and assurance for the maintenance and operations of laundry services etc.) and not following the standards will lead to a penalty of Rs500per instance.
3	The laundry area may be inspected periodically by the Hospital management and on satisfactory report, bills will be processed for payment.
4	Any complaint has to redressed and corrected within 24 hours
5	In case lesser number of linen is returned to the concerned area, a penalty of double the cost of lost linen would be deducted from the OPEX bills.
6	In case written complaint is received from the user department ,penalty of Rs 2000 per written complaint will be imposed on the vendor.
7	Non maintenance of records related as mentioned up to date at the time of inspection, a penalty of Rs. 5000 per record will be imposed.
8	Due to any reason, any part be it hardware or software of the CCTV installed is found to be nonfunctional then a penalty of Rs 500/per day will be imposed.
	<b>Standard Operating Procedure(SOP) for Laundry</b>
1	The laundry facility at NCI- AIIMS should be designed for efficiency in providing hygienically clean linen.
2	A laundry facility is to be partitioned into two separate areas - a “dirty” area for receiving and handling the soiled laundry and a “clean” area for processing the washed items. Ideally, soiled and cleaned linen areas should be separated by a physical barrier. The partition (barrier wall) made of a non-porous material, should be from floor to ceiling, preventing air/dust contaminating the clean area.
3	The layout design to be approved by the consignee.
4	A transit zone should be provided between dirty and clean areas of the laundry, where hand washing/drying and change of outer garment/PPE is carried out. A wash area should be placed in between the clean and dirty areas, where staff can wash/sanitize before proceeding to the clean area.
5	To minimize the potential for recontaminating cleaned laundry with aerosolized contaminated lint, areas receiving contaminated linen ideally should be at negative air pressure relative to the clean areas (airflow should be from clean to dirty areas at all times).
6	Laundry at NCI-AIIMS will run minimum from 8AM to 8PM on all days (365days)and in case of emergency/disaster24x7.

7	Bidder has to maintain all equipment as per standard for 10yrs with all required consumables & calibration.
	<b>Inventory Management in laundry</b>
1	Inventory management of linen which are to be processed in laundry will be done in laundry premises, NCI-AIIMS. Linen will be procured by the bidder after approval of the sample from the competent authority. Size and quantity of the item as mentioned in Annexure -3 are indicative and the same will be approved by the competent authority.
2	All the linen item will be RFID tagged. The linen has to be replaced with a new stock after a minimum of 100 washes. RFID tagging is the responsibility of the bidder including providing all hardware, software & consumables for the same.
3	Condemnation and replacement of torn linen / uselesss linen will be done by the bidder and replacement with new linen will be done by the bidder. The bidder will sort out linen (after collection)which is beyond repair. This list will be verified by the competent authority . Equal number of fresh linen pieces will be issued to laundry from the stock provided by the successful bidder to make up for this torn linen. RFID tags to be maintained for the linen, which will determine number of washes . In case any linen is found without RFID tag then the cost equivalent to the cost of the linen without RFID would be deducted from the OPEX bill.
4	Linen items will be issued to the in-charges of various areas/ wards from laundry, after RFID tagging.
5	Proper records inclusive of number of linen, type of linen, name & ID of the person indenting the linen and name & ID of the person receiving the linen will be maintained.
6	Indenting of inventory will be done by authorized personal of NCI-AIIMS.
7	All the linen sent to laundry will be checked by bidder for any defects (torn, stained etc.) and if any defect is found then it will be replaced by the bidder from the inventory and the same will be updated in records. If any defect is found by the in-charge from the user area the defective piece will be sent back to the laundry and the record of the same to be maintained
8	Linen which will be discarded will be marked condemned/Not for use and handover to NCI-AIIMS.
	<b>Collection of dirty linen from various areas of the hospital</b>
1	Contaminated linen should be handled with minimal agitation to avoid contamination of air, surfaces and persons.
2	Linen which is heavily soiled with blood or other body fluids, or other fluids which could leak and further contaminate other linen, shall be contained within suitable color-coded impermeable, water-tight bags which should be labelled and securely closed.
3	The linen shall be free from foreign materials such as sharp objects (e.g. hospital sharps and glass) metal objects, food remnants and paper products (including tape and plaster). Linen should be visually inspected at all levels (wards, OT, ICUs, etc) to ensure that it is free from these foreign materials.
4	Linen not contaminated with blood or other body fluids may be segregated, placed into appropriate laundry bags/containers and securely closed.
5	Trolleys used for collection of dirty linen should be covered all times.
6	Colour of the trolley for collection of linen should be different from the ones used for distribution of clean linen.
7	Personnel handling dirty linen should wear gloves, gowns and masks.
8	Proper, legible& clear records to be maintained at the time of receiving linen from various areas. Records should be inclusive of (Number of linen received, types of linen received, Condition of the linen received, Name of the person delivering the linen, Name of the person receiving the line) Damaged, torn linen received from any of the areas

	should be immediately communicated to the in-charge of the respective area.
9	Details of the personnel giving and receiving linen must be recorded in a log book along with their signatures, ID number and full name.
10	Linen received from various areas should not be mixed and items must be returned back in the same manner
11	All the linen in laundry should be 100% RFID tagged .
	<b>Timings of Collection of Linen</b>
1	i. From OTs : Collection of linen will take place from 9-10AM, 2-3PM and 6-7pm all days
2	ii. Collection of linen from ICUs : will take place from 11 to 12noon all days
3	iii. Collection of Linen from wards, OPD& other area: will take place from 10 AM to 12 noon all days
	<b>Collection of Linen</b>
1	Soiled and clean linen should be transported in different coloured trolleys, bins, bags or other transport means, including vans or other motor vehicles.
2	Bags/containers containing soiled linen should be handled carefully to avoid damage and the release of possible contaminated aerosols into the air.
	<b>Unloading and storage of soiled linen at laundry premises</b>
1	It shall be ensured all times that dirty linen when unloaded for wash shall be stored in an area separated by a barrier wall, and should not come in contact with clean linen.
	<b>Sorting of dirty linen</b>
1	Sorting of dirty linen for washing is one of the most important operations in the linen process.
2	Sorting shall be according to soil quantity (e.g. light, heavy, foul), time taken to process (i.e. whether large or small item), nature of process (e.g. dry folded, flatwork, starched, unstarched), fibre type, fabric structure, garment structure, color, color fastness of dyes, soil type
3	Proper, legible & clear records to be maintained of the type of linen and number of linen received at the receiving counter of the laundry .
	<b>Linen Processing:</b>
	<b>Decontamination, Disinfection and Washing Requirements</b>
<b>1</b>	<b>The minimum requirements for washing and disinfection are:</b>
	a) Alkali – for soil removal and suspension
	b) Liquid surfactant or detergent – for removal of soil and prevents re-soilage
	c) Chlorine bleach/peroxide bleach – for disinfection and whitening
	d) Neutralizer – for souring/neutralizing after bleaching
	e) Fabric softener if applicable.
<b>2</b>	<b>The recommended wash cycle is as follows:</b>
a.	Pre-wash
	i. Wetting (flushing)
	ii. Pre-wash 1 (alkali)
	iii. Prewash 2 (rinsing)
b.	Main wash (using detergent or surfactant) with minimum temperature and wash time
c.	Rinsing cycle:

	i. Rinse 1 (with bleach)
	ii. Rinse 2 (water)
	iii. Rinse 3 (neutralizer and/or fabric softener)
d.	Water Extraction
e.	Separation
f.	Drying
g.	Tumble drying is preferred over other methods.
h.	Ironing
<b>3</b>	<b>Thermal disinfection</b>
	<u>Soiled linen that is to be thermally disinfected shall be washed so that the temperature of the load is maintained at a minimum of 65°C for not less than 10 minutes, or at a minimum of 71°C for not less than 3 minutes. It is known that 60°C for 30 minutes kills HIV, 70°C for 10 minutes kills vegetative microorganisms and 98°C for 2 minutes kills the Hepatitis B virus.</u>
	If the thermal stability of the soiled linen is such that temperatures above 71°C are permissible, the time for disinfection may be appropriately reduced.
	The loads used in the machines should be as specified by the manufacturers' recommendations. The proper function of the machines such as the time and temperature of cycles should be checked regularly with calibrated instruments. Any sensing elements should be placed so that they measure the actual wash temperature (i.e., the temperature of the water in contact with the load).
	As it will take time for heat to penetrate the load, an allowance for mixing time and load level shall be made to ensure that the load is maintained at the correct temperature for the minimum time period. For low loading 4 minutes shall be allowed, and for high loading 8 minutes. The minimum time/temperature combinations are therefore—
	<u>i. 65°C maintained for not less than 10 minutes; minimum cycle time 14 minutes for low loading or 18 minutes for high loading; or</u>
	<u>ii. 71°C maintained for not less than 3 minutes; minimum cycle time 7 minutes for low loading or 11 minutes for high loading.</u>
	Steam/ Electricity/ Gas/Solar may be used as heating elements.
<b>4</b>	<b>Chemical disinfection</b>
	Soiled linen that is heat sensitive and cannot be thermally disinfected shall be washed using a wash cycle and appropriate chemicals registered with the Food and Drug Administration.
	No chemical listed as prohibited or banned by the national regulations from environment point of view shall be used.
<b>5</b>	<b>Storage and delivery of clean linen</b>
	Cleaned linen should be stored in a clean, dry place in a manner that—
	i. Is distinctly separated from soiled linen;
	ii. Prevents contamination (e.g. by aerosols, dust, moisture and vermin); and
	iii. Allows stock rotation, so that the oldest stock may be used first.
	iv. Laundered linen should be stored on non-porous, clean shelves. It is highly recommended that healthcare facilities shall maintain at least 5 par stock level in all user areas

<b>6</b>	<b>Packing and delivery</b>
	Depending on the size of the delivery and the nature of the items to be delivered, cleaned linen which is to be returned to the client should be packed (either loose or tied in bundles) into
	i. Clean trolleys, bins, baskets and covered to prevent soilage, or
	ii. Clean bags and securely fastened.
<b>7</b>	<b>Timings of Distribution of Linen (Indicative)</b>
	i. Distribution of Linen to OTs: Distribution of Linen will take place from 8AM to 9AM all days in morning
	ii. Distribution of Linen to ICU: Distribution of Linen will take place from 9AM to 10AM all days in morning
	iii. Distribution of linen to wards, OPD& other area: Distribution of Linen will take place from 10AM to 2PM all days
<b>8</b>	<b>Quality Control</b>
	As a matter of good laundry practice, the laundry shall have ongoing Quality Control programs that record and monitor all key laundry processes. The programs shall include clear procedures for—
	a. achieving and maintaining effective washing, disinfection, drying, finishing as well as appropriate product life;
	b. preventative maintenance systems that ensure correct and safe operation of all plant and equipment including appropriate calibration of all key equipment such as water level controls, temperature controls and other process timer controls that ensures compliance and process stability.
	Microbiologic Sampling of Linen: Will be done once in one month.
	Laundry Premises should be clean and Hygienic always 24*7
	Transport Trolley and all other trolley (Both for dirty and Clean Linen) should be maintained in cleaned and hygienic on daily basis. Transport trolley for both clean and dirty linen should be of different colour .
<b>9</b>	<b>Washed linen to be checked for following parameters:</b>
a)	Whiteness: Reflectiveness value: minimum 85 % No yellowing or greying
b)	Stains: Upto 3 cm stain in 5% of washed linen. No stain >3cm will be acceptable in any cloth
c)	Odour: No Odour
d)	No Discoloration
e)	No Moist linen
f)	No cut/ holes > 1 cm allowed in any linen
g)	No holes allowed in linen of OT & ICUs
h)	Tears/Torn linen : No torn linen will be acceptable For checking the above parameters the linen will be randomly inspected and if more than 2% of the inspected linen has above defects the penalty will be liable at each instance.



<b>10</b>	<b>Other parameters for Quality Checks to be checked</b>
a)	Checking the pH (Range should be within 6.5 to 8.2) of wet linen at the end of the process: Clear, legible, orderly record to be maintained and to be produced when asked.
b)	Checking the hardness (Calcium& Magnesium) of water being used to wash the linen (Limit 50- 100 PPM) : checks to be done at the input point , during the process & output point. Clear , legible, orderly record to be maintained and to be produced when asked
c)	Clear , legible, orderly records of linen being sent for the rewash, repair, discarded to be maintained and to be produced when asked
d)	All the chemicals, detergents, alkali, neutralizers, softeners, etc should be of OEM approved brands.
e)	Proper record to be maintained of any repair, replacement of any item of any machine, equipment etc
f)	No dirty linen should be left in laundry before the closing of the same. For checking the above parameters the linen will be randomly inspected and if the inspected linen has above defects the penalty will be liable at each instance.
<b>11</b>	<b>Recommended Personal Protective Equipment in the Workplace:</b>
a	Personnel assigned to area/s where used or infected linen is processed should use Personal Protective Equipment
b	PPE worn in the dirty area should not be worn in the clean area.
c	In area/s where clean linen is sorted, pressed, folded, and packed, personnel should wear cap or hairnet, mask and gloves. Clean protective cotton gloves may be used when handling flatwork ironer and automatic folder.
d	To fill data in forms provided in Annexure-5
<b>12</b>	<b>Reports to be submitted by vendor for Quality Assurance</b>
a	Record (Register) for lint removal to be maintained on a daily basis.
b	A daily record of linen being sent for rewash.
c	Daily report of utilization of all the machines indicating the number of cycles, duration of cycles, approximate load in each of the cycles and temperature of water used for washing.
d	A daily record of the dosing of chemicals (number and composition of washing formula) and the detergents being used for washing the linen.
e	Register to be maintained having a daily record of all the chemical test done on water.
f	Monthly record of descaling of machines.
g	Monthly feedback form to be collected from the wards (stained linen, torn linen and tears/holes/moist/patchwork.)
h	A separate logbook for each of the washing machine, washer extractors & drying tumblers is to be maintained.
i	A record of the spares parts along with the brands which have been replaced or changed in the laundry machines.
j	Complaint reporting mechanism:
	a) The bidder will maintain a centralized complaint reporting and redressal control room which will be equipped with landline and mobile telephone and an operator.

	b) The bidder will circulate the scope of work and the address telephone numbers of the centralized complaint and redressal room in a laminated format in all the areas of the NCI- AIIMS. The bidder will also ensure that these are available in all the areas. In case of loss these have to be immediately replaced.
	<b>Personnel</b>
	<b>Training and Education</b>
a	The laundry manager shall have appropriate knowledge of the potential infectious hazards of soiled linen; regular information and education should be given to laundry staff about potential infectious hazards and techniques to prevent the spread of micro-organisms in the environment to finished linen and to themselves, as well as safe and appropriate handling procedures for soiled and clean linen. An orientation/training module designed for the laundry staff is to be implemented in the facility as part of infection control training.
b	The key staff members are fully trained in appropriate laundry skills and technology; those skills should be maintained by ongoing training and supervision; only appropriately trained personnel handle and store chemicals.
c	Instruction to staff in personal hygiene, particularly the need for hand washing after handling soiled linen or removal of protective clothing.
d	Medical evaluations of staff is mandatory before placement to ensure that personnel are not placed in jobs that would pose undue risk of infection to them, other personnel, patients, or visitors. All personnel must have a medical record kept upon employment. The record should contain the following, among other pertinent data:
	a. Presence or absence of symptoms attributable to, and past history of tuberculosis, viral hepatitis, mumps, measles, rubella, varicella, sexually-transmitted infections.
	b. Presence or absence of an immuno-compromised state
	c. Immunization history.
	d. Complete physical examination.
e	Periodic evaluations may be done as indicated for job reassignment, for ongoing programs or for evaluation of work-related problems.
f	The staff need to report all infections such as gastroenteritis, dermatitis, pustules, skin lesions and boils and seek immediate medical attention.
g	Occupational exposures including needle stick injuries should be immediately reported to the supervisor and/or to the Infection Control officer of the facility. A sharps container should be available in the sorting and wash area.
h	Immunization requirements for linen and laundry personnel should be undertaken
i	It will be the responsibility of the bidder to abide by the SOP laid down for laundry by the NCI and to adopt to changes in SOPs from time to time. To monitor compliance to the SOP spot checks will be undertaken by NCI personnel.
j	Note: The proofs of the quality certifications for each equipment as mentioned in the tender specifications are to be submitted along with Technical Bid.

k	NCI-AIIMS will provide dual metered electricity supply ( 1 from DG & 1 from grid supply) for Laundry. Electricity charges at prevailing institutional electrical supply rates in the State of Haryana shall be deducted from the OPEX bill as per actuals for that period. It shall be the responsibility of the bidder to record the electricity meter readings for the billing period. NCI-AIIMS reserves the rights to verify the same if required.
l	All machinery/equipment paid for by NCI-AIIMS under CAPEX shall be the property of NCI-AIIMS from the the date of issue of LC/CRC.
m	The ANNEXURE 2) is an indicative BOQ given for various areas of the Laundry. The bidder may add or delete any of the items in ANNEXURE 2 as per requirement unless minimum number of the item has been specified therein.

**Note:**

The bidder must submit necessary product catalogue/brochure/datasheet etc. in the technical bid and clearly highlight the technical points to enable purchaser to evaluate the various parameters asked in the technical specifications and in SOP, i.e. washing machine/ sluicing machine, cycle time, total load etc. must be clearly specified in the compliance sheet & wherever applicable to enable bid evaluation.

**Annexure 1 for Laundry**

Sr. no	Name of Linen items	Indicative annual laundry load (in pieces) when NCI is fully operational (a)	Unit Rate per piece of linen for the respective year of operation										Total Cost for all 10 years (b)	Laundry cost of each linen item for 10 years 'c' = grand total of 'a x b' for each year of operation [for bid ranking purpose only]	
			1st year	2nd year	3rd year	4th Year	5th Year	6th year	7th Year	8th Year	9th Year	10th Year			
1	Bed sheet	400000													
2	Draw Sheets	120000													
3	Patient coat / Lab coat	100000													
4	Patient Payjama	80000													
5	Women skirt	8000													
6	Women jacket	400													
7	Pillow cover	80000													
8	Turkish Towel	4000													
9	Hand Towel	4000													
10	O.T Towel	400000													
11	D.L Wrapper	120000													
12	screen cover	16													
13	O.T Gown	120000													
14	Curtain	2000													
15	Surgical Shirt	80000													
16	Surgical Pajama	80000													
17	Surgical Frock	40000													
18	Perineal Sheets	8000													
19	Abdominal Sheets	10000													



## Annexure 2

Sr. no	Area	Description	Minimum Load/Capacity/Quantities required	Capacity / Model with cycle time quoted wherever applicable	Quantities offered	Cost per unit	Total Cost	
1	Collection	Dirty linen collection trolley- 3 containers minimum 40 Kg capacity.	60					
2		Dirty linen transportation Trolley - spring bottom type capacity minimum 100 Kg	As per requirement					
3		Dirty linen transportation trolley- Spring bottom type capacity minimum 50 Kg	As per requirement					
4	Washing	Receiving counter	As per requirement					
5		Computer with Printer	As per requirement					
6		Industrial Weighing machine	As per requirement					
7		Office Table	As per requirement					
8		Chair with Hand rest	As per requirement					
9		Storage Cupboard (2x2)	As per requirement					
10		Almirah	As per requirement					
11		Dust Bin	As per requirement					
12		laundry scrub station with 2 sink	1					
13		Washer with minimum Load 3000 Kg/ Day	Sluicing Machine with automatic dosing- capacity minimum 30 Kg (Electric Heated)	1				
14			Barrier Washer Extractor with automatic dosing pump capacity minimum 100 Kg	2				
15	Barrier Washer Extractor with automatic dosing pump capacity minimum 50 Kg		2					
16	Drying with minimum Load 1500 Kg/ Day	Drying Tumbler Front Loading capacity minimum 50 Kg	2					
17		Drying Tumbler Front Loading capacity minimum 30 Kg	2					
18	Ironer with minimum Load 1500 Kg/ Day	Flatwork Ironer with feeder, folder & Stacker (3000-3300mm L)	1					
19		Flatwork Ironer with feeder, folder & Stacker (1900-2000 mm L)	1					
22		Utility Press with Ironing table	1500 Kg/Day					
24		Heavy Duty Sewing machine	1500 Kg/Day					

25	Storage Room	Mobile Table with castor wheels	As per requirement				
26		fresh linen storage racks	As per requirement				
27		Folding table	As per requirement				
28	Delivery	Dispatch Counter with PC	As per requirement				
29		Clean linen transportation Trolley - spring bottom type capacity minimum 100 Kg	As per requirement				
30		Clean linen transportation trolley- Spring bottom type capacity minimum 50 Kg	As per requirement				
31	Additional Items	Reverse Osmosis/ water softner Plant 5000 LPH	As per requirement				
		(If required)	As per requirement				
32		Hot water System - Gas Geyser (If Required)	As per requirement				
33		Diesel Boiler (If Required)	As per requirement				
34		Air compressor (If required)	As per requirement				
35		Turn Key as per specs for 6000 sq feet	As per requirement				

### Annexure 3 Type of Linen / Fabric Purchases

S no.	Types				Specifications
1	Terry cot				Detailed Below
2	Sheeting Cloth Type A				
3	Sheeting Cloth Type B				
4	Casement				
5	Terrycot cloth white for Lab. Coat				
<b>Essential Required parameters with Specification for NCI- AIIMS Linen/Fabric Purchases</b>					
S.No.	Parameters	Terry cot (Polyster blend Shirting for uniform)	Sheeting Cloth		Casement (Handloom Cotton bed Sheet)
		IS: 11815: 2002	IS:745:2003 A	IS:745:2003 B	(IS:745:2003)
1	Count of Yarn	Wasp --- 50s	Wasp – 40s/2	20s (app.)	Wasp – 20s/2
		Weft --- 50s	Weft – 40s/2	20s	Weft – 20s/2
2.	Threads per Inch	Warp 112 + 5% -2.5%	Wasp 68 – 5%	28 ± 5% (Min) (cm) 25 ± 5% (cm) (min)	Wasp 36 – 5%
		Weft 91 + 5% - 2.5%	Weft 64 – 5%		Min.
					Weft 36 – 5%
					Min.

3.	Weight per square meter	102 gms. + 5% - 2.5%	165% - 5% grms. Min.	155 grms (min)	180 grms. (Min)
4.	Percentage composition	Wasp (Polyster + Cotton/ Viscose) Weft (Polyster + Cotton/Viscose) Polyster 67% ± 3% Cotton/Viscose – 33% ± 3%	Wasp & weft 100% Cotton	Polyster 48% ± 3% Unit Cotton 52% ± 3% unit	Wasp & Weft 100% Cotton
5.	Breaking Strength of the fabric (5x20) cm <sup>2</sup> Wrap Weft	440 N (Min)	450 N (Min)	650 N (min)	380 N (min)
		350 N (Min)	450 N (Min)	600 N (Min)	380 N (Min)
6.	Dimensional Stability Wrap/Weft	1% maximum	6% maximum	1.5% Max.	6% Max.
7.	Colour fastness to light	5 or better	4 or better	5 or better	4 or better
8.	Perspiration Fastness	4	4	4 or better	-----
9.	Colour fastness to washing	4 or better	4 or better	4 or better	4 or better
	Change in Colour staining on adjacent fabric	4 or better	4 or better	4 or better	4 or better
10.	Ph V Value	----	----	6.0-8.0	----
11.	Resistance to pilling	--	--	4 min	--
12.	Scouring loss	--	--	2.0% max.	



**Annexure 4  
Cost of Linen**

	1	2	3	4	5	6	7	8
Sl. No.	Name of Linen items	Indicative size	Indicative volume for each type of clothing fabric	Unit Cost of Stiche Bleached Casement linen in all colours *	Unit Cost of Stiche Terry cot in all colours *	Unit Cost of Stiche Sheeting cloth (A) linen in all colours *	Unit Cost of Stiche Sheeting cloth (B) linen in all colours *	Total 8 = (3*4+3*5+3*6+3*7)
1	Bed sheet	270cm* 160cm	4000					
2	Draw Sheets	200cm* 90cm	1200					
3	Small Patient coat	32 inches * 45 inches	1000					
4	Medium Patient coat	35 inches * 50 inches	1000					
5	Large Patient coat	40 inches * 55 inches	1000					
6	Patient Payjama Small	55 inches waist 38 inches length & 25 inches thigh and 16 inch Assan	800					
7	Patient Payjama Medium	60 inches waist 40 inches length & 26 inches thigh and 17 inch Assan	800					
8	Patient Payjama Large	65 inches waist 44 inches length & 28 inches thigh and 17 inch Assan	800					
9	Women skirt	36 inches L, 46 inches W, Dia 75 inches	100					
10	Women jacket	28 inches length * 46 inches chest	5					
11	Pillow cover	24 inch by 12 inch	1000					
12	Turkish Towel	45 inches by 30	50					

		inches						
13	Hand Towel	18 inches by 12 inches	50					
14	O.T Towel	110 cm * 90 cm	4000					
15	D.L Wrapper	89 cm* 89 cm	1200					
16	screen cover	250 cm* 145 cm	1					
17	O.T Gown	52 inch by 62 inch (Full length sleeve 25 inches and 12 inches)	1200					
18	O.T Gown	52 inch by 62 inch half length sleeve 10 inches and 12 inches)	1200					
19	Curtain	7 feet length and 3 feet width	20					
20	Surgical Shirt Small	28 inches length * 46 inches chest	1000					
21	Surgical Shirt Medium	30 inches length * 48 inches chest	1000					
22	Surgical Shirt Large	36 inches length * 50 inches chest	1000					
23	Surgical Pajama Small	55 inches waist 38 inches length & 25 inches thigh and 16 inch Assan	500					
24	Surgical Pajama Medium	60 inches waist 40 inches length & 26 inches thigh and 17 inch Assan	500					
25	Surgical Pajama large	65 inches waist 44 inches length & 28 inches thigh and 17 inch Assan	500					
26	Surgical Frock	36 inches L, 46 inches W, Dia 75 inches	100					
27	Perineal Sheets	225cm*90cm	100					
28	Abdominal	250cm*145cm	10					

	Sheets							
29	Face Towels	18 inches by 12 inches	10					
30	Coach cover	24 inch by 24 inch	400					
31	Trolley cover	145cm*145cm	80					
32	Ch. Coat	20 inches * 25 inches	20					
33	Ch. Payjama	25 inches waist 20 inches length & 15 inches thigh and 6 inch Assan	120					
34	Baby Frock	18 inches L, 24 inches W, Dia 35 inches	240					
35	Baby Sheets	100cm* 50cm	5					
36	Door Panel	20inch by 10 inch	80					
37	Legging	55 inches waist 38 inches length & 25 inches thigh and 16 inch Assan	2					
38	D.L Bag		2					
39	Binder		2					
40	Floor Mop	24 inches by 24 inches	100					
41	Blanket Cover	270cm* 160cm double sided	500					
<b>Total</b>								

**Note:**

- i) \* The linen quality must match the specifications detailed in Annexure 3
- ii) The unit rate of the stiched linen will be fixed for 3 years and maybe extended further if mutually agreeable.
- iii) If there is requirement of any other type of stiched linen item, then the rate will be taken same as the unit rate of the closest matching size of stiched linen among those listed in Annexure 4 on mutual agreement basis.

**Annexure-5****Daily record of all the chemical tests done on water**

Name of Test	Date of the test	pH Recorded (Using a pH meter/pH Paper/Titration)	Signature and Name of Personnel conducting the test	Report verified by (Name & Signature)
pH				
Hardness of water				

**Quarterly record training given to all personnel**

Topic:			Date:
Name of the trainer:			
S.No	Name of the trainees	Signature	
Signature of the trainer			

**Record of Immunization of all employees against Hepatitis-B**

S.No	Name of the employee	Date of doses			Name of the Doctor/Hospital where immunization was done	Certificate provided for the same	Verified by (Name and Signature)
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>			

**Weekly Record of Lint Removal**

Date	Time	Name and Signature of person carrying out lint removal	Verified by (Name & Signature)

**Record of Transportation of Linen from Laundry to wards and vice versa**

Date	Time	Name of Item	Quantity	Received by (Name & Signature)	Delivered by (Name & Signature)

**Daily record of cleaning of the trolley used for transportation Linen**

Trolley/Vehicle number	Date	Time	Done by (Name & Signature)	Received by (Name & Signature)

**Monthly Record of Quality of linen being received by the user department**

Date	Parameters	Comments	Given by (Name & Signature)	Received by (Name & Signature)
	Stained linen			
	Torn/tears/Cuts on linen			
	Patched Linen			
	Delayed Supplies			
	Greying of linen			
	Odor			

**Equipment Status**

S.No	Name of the Equipment	Number	Working Status	Not Working Reasons
1	Washing Machine (100 kg)	6		
2	Washing Machine (50 kg)	6		
3	Hydro-extractor (50 kg)	6		
4	Drying Machine	12		
5	Calendaring Machine	2		
6	Steam Press	2		
7	Tailoring Machine	2		
8	Boilers (Electric + Diesel operated)	2 + 1		

**Chemical Status**

S.No	Name of the Washing Material	Availability	Amount consumed
1			
2			

**General Cleanliness of the Laundry:** Satisfactory/Unsatisfactory

**Equipment & Safety:**

S.No	Parameter	Comments
1	Water Hardness	
2	Water pH	
3	Is Personal Protective Equipment being used	

**Any other Comments:**

-----

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**Name & Signature of the Supervisor**

**Daily Plumbing Report**

S.No	Date	Plumbing Compliant	Seen and rectified by (Name & Signature)	Verified by (Name & Signature)

**Logbook for Washer Machine**

S.No	Parameters	Cycle 1	Cycle 2	Cycle 3
1	Wash Temperatures			

2	Duration of Cycle - Start Time: End Time:			
---	---	--	--	--

**Any other Comments:**

-----  
-----  
-----  
-----

**Monthly record of De-scaling of machines:**

S.No	Date	Name of the Machine	De-scaling done by (Name & Signatures)	Verified by (Name & Signature)

**ANNEXURE – 6**  
**(Manpower Requirement)**

S. No	Category of staff in laundry	Morning Shift	Evening Shift	Leave reserve
1	Laundry Manager			
2	Supervisor in laundry			
3	Staff working inside the laundry premises			
4	Staff for collection and distribution of linen from various ares of the institute.			

**B. GENERAL POINTS:****1. Warranty:**

- a) The bidders must quote for Five years Comprehensive Warranty as per Conditions of Contract of the bidding document for complete equipment (Including all spares, labour and third party items) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- b) The warranty charges shall not be quoted separately.
- c) All software updates should be provided free of cost during Comprehensive Warranty period.
- d) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

**2. After Sales Service:**

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

**3. Training:**

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

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

- a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include preventive maintenance including testing & calibration as per technical/service/operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period may be quoted for next five years on yearly basis for complete equipment including third party items as per Price Schedule.
- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPB basis.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5% of the cost of the equipment (as per Performa given in bidding document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakh.
- e) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.

- f) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.
- g) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

**5. Uptime & Downtime Penalty Clause:**

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period Complaints should be attended properly, maximum within 8 hrs.

**6. Turnkey Work:**

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Bidders are required to quote separately for the equipment and Turnkey Work as per Price Schedule. The Turnkey Work costs may be quoted in Indian Rupee and the same will be added for Ranking Purpose.

The Turnkey Work should completely comply with AERB requirement, wherever required.



**SECTION - VIII**  
**QUALIFICATION CRITERIA**

- I. Minimum Work of Similar Nature:** Eligible bidder(s) should be
- a. In the business of running a mechanized\*(in-house/ centralized/ outsourced) laundry and providing laundry services from the said laundry to hospitals/ railways/ hotels/ institutes, etc. for the last three years.
  - b. The bidder must have an annual turnover for past three years (ending 31<sup>st</sup> March 2018) of at least Rs. 1.2 Cr. or a cumulative sum of Rs. 3.6 cr during the last three years in the business as described at point 'a' above.
  - c. An average annual billing for laundry services in any of the past three financial years (ending 31<sup>st</sup> March 2018) of at least Rs. 50 lakhs from any one of the clients or at least Rs. 35 lakhs each from any of the two clients or at least 20 lakhs each from any of the three clients in businesses as described at point 'a' above.
- II.** In case manufacturer(s) is/are not quoting directly and bids are offered by their authorized agent, in such cases, '**Exclusive MAF**' as per format at '**Section - XIII-A**)' to be submitted for major items:
- a) Sluicing Machine
  - b) Barrier Washer Extractor
  - c) Drying Tumbler
  - d) Flatwork Ironer

**Note:**

Bidder(s) should submit the following documents:

- Copy of order along with performance certificate in support of mechanized (in-house/ centralized/ outsourced) laundry operations duly certified by the issuing hospitals/ railways/ hotels/ institutes, etc.
- Proof of Annual Billing and Annual turnover should be CA certified.
- Bidder must upload photographic evidence of the mechanized laundry (\*Mechanized laundry refers to the laundry having atleast one number of commercial Washer extractor, dryer and mechanized ironing). The purchaser reserves the right to visit and verify the said premises/mechanized laundry.

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

(For the period of last five / seven years)

TE No. : \_\_\_\_\_

Date of Bid Opening : \_\_\_\_\_

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

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

Order placed by (full address)	Order no. and date ##	Description (Model no.) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name \_\_\_\_\_

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

Signature of Bidder \_\_\_\_\_

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

Seal of the Bidder \_\_\_\_\_

\*\* The documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date

## The bidders are requested to submit the purchase order copies for the specific model quoted along with the Techno-commercial Bid.

**SECTION – IX**

**BID FORM**

To  
CEO  
HLL Infra Tech Services Limited  
B-14A, Sector-62  
Noida – 201 307

Ref. Your TE No. \_\_\_\_\_ due for opening on \_\_\_\_\_

We, the undersigned have examined the above mentioned bidding document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bidding documents, in accordance with the delivery schedule specified in the List of Requirements.

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

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid 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 bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

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

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

Name\_\_\_\_\_

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

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

Signature of Bidder\_\_\_\_\_

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

Seal of the Bidder\_\_\_\_\_

**SECTION - X**  
**PRICE SCHEDULE**

**Price to be filled in the relevant field strictly as per the Price Format provided in the e-tender portal '<https://etender.lifecarehll.com/irj/portal>' under the RFx No. as per terms of the tender.**

**SECTION - XI****CHECK LIST**

The bidders should furnish specific answers to all the questions/issues mentioned in the Checklist detailed below:

Name of Bidder: \_\_\_\_\_

Name of Manufacturer: \_\_\_\_\_

<b>Sl. No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. of the Bids submitted</b>	<b>Remarks</b>
1. a.	Have you enclosed Bid Security of required amount for the quoted schedules?			
b.	In case Bid Security is furnished in the form of Bank Guarantee, has it been furnished as per standard format of the bidding document?			
c.	In case Bank Guarantee is furnished, have you kept its validity 45 days beyond the validity of Techno Commercial Bid?			
2.a.	Are you exempted for furnishing bid security being MSE as defined in MSE procurement policy issued by department of MSME.			
b.	If yes, have you enclosed certificate of registration issued by department of MSME.			
c.	Does such certificate clearly mention the quoted item?			
3. a.	Have you enclosed duly filled bid form as per bidding document?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
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 given in the bidding document?			
b.	Have you submitted the documentary proof that goods have been functioning Satisfactorily?			
c.	Have you submitted latest purchase order copies?			

Sl. No.	Activity	Yes/ No/ NA	Page No. of the Bids submitted	Remarks
6.	Have you submitted Manufacturer's Authorization Certificate as per bidding document?			
7.a.	Have you quoted prices of goods, turnkey (if any), CAMC etc. in the Price Schedule as per bidding document?			
b.	If the ATE calls for buy back, have you quoted buy back prices along with applicable GST?			
8.	Have you kept validity of 270 days from the Techno Commercial Bid Opening date as per the bidding document?			
9. a.	In case of Indian Bidder, have you furnished GST No.?			
b.	In case of Foreign Bidder, have you furnished GST No. of your Indian Agent?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number, IFSC Code etc.?			
11.	Have you furnished documents establishing your eligibility & qualification criteria as per bidding documents?			
12.	Have you accepted all the terms and conditions of this bidding document?			
13.	Have you submitted the duly signed copy of <b>Integrity pact (At Appendix-A) on non-judicial stamp paper?</b>			

N.B.

- All pages of the Bid should be page numbered and indexed.
- The Bidder may go through the checklist and ensure that all the documents/ confirmations listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA.
- It is the responsibility of bidder to go through the bidding document to ensure furnishing all required documents in addition to above, if any.
- Wherever necessary and applicable, the bidders shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
- In case a bidders furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its bids will be liable to be ignored.

Name \_\_\_\_\_

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

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

Signature of Bidder \_\_\_\_\_

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

Seal of the Bidder \_\_\_\_\_

**SECTION - XII**

**BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (Name and address of the Bidder)  
(Hereinafter called the "Bidders")  
Has submitted its Bid dated \_\_\_\_\_ for the supply of \_\_\_\_\_  
(Hereinafter called the "Bid")  
Against the purchaser's ATE No. \_\_\_\_\_

Know all persons by these presents that we \_\_\_\_\_ having  
our registered office at \_\_\_\_\_  
(Hereinafter called the "Bank")  
Are bound unto HLL Infra Tech Services Ltd., Noida (for and on behalf of AIIMS)  
(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 Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
  - a. if the bidder fails or refuses to furnish the performance security for the due performance of the contract or
  - b. if the bidder fails or refuses to accept/execute the contract or
  - c. if it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or 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 more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force upto \_\_\_\_\_ (insert date of additional forty-five days after Bid validity) and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature with date of the authorized officer of the Bank)  
.....  
(Name and designation of the Officer )  
.....  
.....  
(Seal, name & address of the Bank and address of the Branch)

**SECTION – XIII**

**A) MANUFACTURER’S AUTHORISATION FORM (Exclusive)**

The CEO  
HLL Infra Tech Services Limited  
B-14A Sector-62  
Noida, Uttar Pradesh-201307

Dear Sir,

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

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

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

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (name and address of the above agent) is authorised to submit a bid, 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, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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

Yours faithfully,

[Signature with date, name 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.



**B) MANUFACTURER'S AUTHORISATION FORM (Non-Exclusive)**

The CEO  
HLL Infra Tech Services Limited  
B-14A Sector-62  
Noida, Uttar Pradesh-201307

Dear Sir,

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

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

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

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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

Yours faithfully,

[Signature with date, name 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 – XIV**

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

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called “the supplier”)

has undertaken, in pursuance of Purchase Order/ Contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply \_\_\_\_\_ (*insert description of goods and services*) (Hereinafter 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 recognized 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 \_\_\_\_\_ (*insert 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 will remain in force upto \_\_\_\_\_ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security*) and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature with date of the authorised officer of the Bank)  
.....  
Name and designation of the officer  
.....  
.....  
Seal, name & address of the Bank and address of the Branch

**SECTION – XV****CONTRACT FORM - A****CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS****ALL INDIA INSTITUTE OF MEDICAL SCIENCES***(Insert Name of concerned Centre/Hospital/Department/Section)***ANSARI NAGAR, NEW DELHI-110 029**

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

To \_\_\_\_\_

*(insert name of Supplier with address)***This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. ATE No of Bidding Documents: \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the Purchaser
3. Supplier's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this Bidding Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Bidding 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) Bid Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its Bid;
  - (viii) Manufacturers' Authorisation Form (if applicable);
  - (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 Bidders" of the Bidding 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 of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_  
Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedule: \_\_\_\_\_
- (iii) Details of Performance Security required: \_\_\_\_\_
- (v) Destination and despatch instructions: \_\_\_\_\_
- (vi) Consignee: \_\_\_\_\_

6. Warranty clause:

7. Payment terms:

\_\_\_\_\_  
(Signature, name and designation of the Purchaser authorised official)  
For and on behalf of Director, AIIMS

---

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 \_\_\_\_\_  
(Insert Name and address of the supplier)

(Seal of the Supplier)

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

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

**CONTRACT FORM – B****CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE  
CONTRACT (CAMC)**

Comprehensive Annual Maintenance Contract No. \_\_\_\_\_  
Dated \_\_\_\_\_

Between

Director, AIIMS

And

*(insert Name & Address of the Supplier)*

Reference: Contract/ Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ for supply, installation & commissioning, Training and CAMC of goods & services.

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

1	2	3	4					5	6
Items Sr. No./ RFx no.	Brief descriptio n of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs					GST Value in Rs (___ %)	Total CAMC Cost for 5 Years with GST (3) $X[(4a+4b+4c+4d+4e)$ + (5)]
			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 CAMC 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 CAMC)
- c) The cost of Comprehensive Annual Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC 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 3 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 CAMC period.

- g) The Bank Guarantee valid till \_\_\_\_\_ [(fill the date) 3 months after expiry of entire CAMC 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 XIV of the Bidding Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be en-cashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

\_\_\_\_\_  
(Signature, name and designation of the Store Officer/ASO of the Purchaser)

\_\_\_\_\_  
(Signature, name and designation of the F&CAO of the Purchaser)  
For and on behalf of Director, AIIMS

(Seal of the Purchaser)  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_  
(Insert Name and address of the supplier)

(Seal of the Supplier)  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

*Note:- The contract will be prepared on Non-judicial Stamp paper(currently of value of Rs. 100).*

**SECTION – XVI**

**CONSIGNEE RECEIPT CERTIFICATE**

(To be given by consignee’s authorized representative)

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

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

**SECTION – XVII**

**CONSIGNEE ACCEPTANCE CERTIFICATE**

(To be given by consignee's authorized representative)

This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

- 1) Contract/Purchase Order No. & date:\_\_\_\_\_
- 2) Supplier's Name:\_\_\_\_\_
- 3) Consignee's Name & Address: \_\_\_\_\_
- 4) Name of the item Supplied :\_\_\_\_\_
- 5) Quantity Supplied :\_\_\_\_\_
- 6) Date of Receipt by the Consignee :\_\_\_\_\_
- 7) Date of Installation/Commissioning and Acceptance of Equipment: \_\_\_\_\_
- 8) The supplier has fulfilled its contractual obligations satisfactorily

OR

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

- i)
- ii)
- iii)
- iv)
- 9) The amount of recovery on account of failure of the supplier to meet his contractual obligations is\_\_\_\_\_ (here indicate the amount).
- 10) Signature of Authorized Representative of Consignee with date:\_\_\_\_\_
- 11) Name and designation of Authorized Representative of Consignee:\_\_\_\_\_
- 12) Seal of the Consignee:\_\_\_\_\_



**APPENDIX-A**

**INTEGRITY PACT**

**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ Year \_\_\_\_\_

**Between**

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

**And**

M/s. \_\_\_\_\_, with office at \_\_\_\_\_ represented by Shri \_\_\_\_\_, \_\_\_\_\_ (Designation) (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

**Preamble**

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Clause.1. Commitments of HITES**

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

**Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.

- 
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
  - 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
  - 2.5 The Bidder(s) will promote and observe ethical practices within its Organization and its affiliates.
  - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.7 The Bidder(s) will not make any false or misleading allegations against HITES or its Associates.
  - 2.8 BIDDER(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture or its authorised agent/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether

formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

**Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts**

- 3.1** The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

**Clause.4. Equal treatment of all Bidders/Contractors / Subcontractors**

- 4.1 The Bidder(s)/Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Clause.5. Consequences of Violation / Breach**

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
  - iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
  - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
  - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
  - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
  - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.

- xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

**Clause.6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

**Clause .7. Independent External Monitor(s)**

7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora  
Independent External Monitor (IEM)

Office: HLL Infra Tech Services Ltd  
B-14-A, sector 62, Noida 201307, U.P  
Tel: 0120 4071500

Residence: B-333, Chittaranjan Park  
New Delhi – 110019  
Tel: 011 26273406

Mobile: +91 8130588577  
Email: iem@hllhites.com

7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

**Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL

**Clause.9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Clause.10. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

**Clause.11. Other legal Actions**

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**Clause.12. Validity and Duration of the Agreement**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES/Consignee and the BIDDER/Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of HITES.

**Clause. 13. Other provisions**

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

**HLL Infra Tech Services Ltd.**

**Bidder**

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

1.....

1.....

2.....

2.....

\* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.