#### **DOMESTIC**

#### TENDER ENQUIRY DOCUMENT

## FOR PURCHASE OF GENERAL FURNITURE FOR 07 NEW MEDICAL COLLEGES IN MADHYA PRADESH

# On behalf of GOVT. OF MADHYA PRADESH DIRECTORATE OF MEDICAL EDUCATION

#### HITES/PCD/MP/05/FURNITURE/17-18

#### Through



#### HLL INFRA TECH SERVICES LIMITED

(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)
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#### **SECTION I**

#### **NOTICE INVITING TENDER (NIT)**

#### Tender Enquiry No.: HITES/PCD/MP/05/FURNITURE/17-18 Dated: 06.12.2017

(1) Procurement & Consultancy Services Division of **HLL Infra Tech Services Limited (HITES)**, a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of Govt. of Madhya Pradesh, Directorate of Medical Education, invites sealed tenders, from eligible and qualified tenderers for supply of Furniture to 07 upcoming Medical Colleges/ Institutes in Madhya Pradesh as mentioned in this Tender Enquiry Document:

Sch. No	RFx No	Equipments	Quantity	EMD	Tender Processing Fee
1		Government Medical College, Chhindwara,	1	20,00,000	
2		Government Medical College, Datia	1	20,00,000	
3		Government Medical College, Khandwa	1	20,00,000	
4	3000002300	Government Medical College, Ratlam	1	20,00,000	11,800
5		Government Medical College, Shahdol	1	20,00,000	
6		Government Medical College, Shivpuri	1	20,00,000	
7		Government Medical College, Vidisha	1	20,00,000	

<u>Note</u>: - EMD is kept same for all the sites as it will be the prerogative of the purchaser to allocate site to the responsive bidders on the basis of best benefit to the exchequer/least cost method mechanism (explained in Section IX —Qualification Criteria). Bidders are requested to submit EMD as per their eligibility, however, uniform price need to be quoted on the basis of site wise BOQ as per the list of requirement.

-The bidders have to quote for all the schedules while submitting their bids. The purchaser will have the right to award the work for any schedule(s)/site(s) considering bidders eligibility and considering the best benefit (at the least cost) to the purchaser. In case a Bidder intending to get qualified in more than one schedule they should submit EMD accordingly for such number of schedules on cumulative basis. Thus, the bidder must quote for all the schedules mandatorily; otherwise their bid will be summarily rejected.

- The EMD as indicated in e-tendering portal is the sum of EMDs for all above schedules. The bidder shall furnish the EMD only for the number of schedules offered by them.

#### (2) Tender timeline:

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Sl. No.	Description	Schedule	
a.	Last date for receipt of Pre-bid queries	11.12.2017,06.00 PM	
		12.12.2017, 02:00 P.M	
b.	Pre-bid meeting date, time, Venue	6 <sup>th</sup> Floor Conference Hall,	
		DME, Satpura Bhawan, Bhopal.	
c.	Closing date & time for submission of online bids	26.12.2017, 06:00 PM	
d.	Closing date & time for submission of <b>tender</b>	27.12.2017, 02:00 PM	
u.	processing fee and EMD in physical form*	27.12.2017, 02.00 FWI	
e.	Time and date of opening of online bids	27.12.2017, 02:30 PM	
	Venue for :-	HLL Infra Tech Services Limited,	
f.	• Submission of tender processing fee, EMD in	Procurement & Consultancy Services	
1.	physical form.	Division, B-14 A, Sector-62,	
	Tender Opening-Tech Bid	Noida-201307	

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

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

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

#### **IMPORTANT NOTE:-**

**Tender Processing Fee and EMD** (as applicable) should be deposited within the scheduled date & time in the Tender Box located at:

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

CEO HLL Infra Tech Services Limited

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#### A. PREAMBLE

#### 1. Definitions and Abbreviations

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

#### 1.2. **Definitions:**

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

#### 1.3 Abbreviations:

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

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

#### 2. Introduction

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

#### 3. Availability of Funds

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

#### 4. Language of Tender

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

#### 5. Eligible Tenderers

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

#### 6. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied. **This being domestic tender goods should be manufactured or sourced at India.** 

#### 7. Tendering Expense

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

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

#### 8. Content of Tender Enquiry Documents

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

Section II - General Instructions to Tenderers (GIT)
Section IV - Special Instructions to Tenderers (SIT)
- General Conditions of Contract (GCC)
Section V - Special Conditions of Contract (SCC)

Section VI - List of Requirements
Section VII - Technical Specifications
Section VIII - Quality Control Requirements

Section IX — Qualification Criteria

Section X — Tender Form Section XI — Price Schedules Section XII — Ouestionnaire

Section XIII – Bank Guarantee Form for EMD Section XIV – Manufacturer's Authorisation Form

Section XV — Bank Guarantee Form for Performance Security/CMC Security

Section XVI - Contract Forms A & B

Section XVII - Proforma of Consignee Receipt Certificate

Section XVIII – Proforma of Final Acceptance Certificate by the consignee

Section XIX - Consignee List

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

#### 9. Amendments to TE documents

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

#### 10. Clarification of TE documents

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

#### C. PREPARATION OF e-TENDERS

#### 11. Documents comprising the e-Tender

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

#### Note:

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

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

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

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorizationstrictly as per the prescribed format (Section XIV).
- vi) Power of Attorney issued by Competent Authority in favour of the person **who is digitally signing/ uploading the tender(s).**
- vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation.
- xi) Self-Attested copies of VAT registration certificate and PAN Card.
- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Self-Attested copies of quality certificates i.e. US FDA /CE Certificate issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.
- xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii) A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India).
  - xix) Copies of original product catalogues / data sheet must be enclosed of all quoted items.

#### B) Price Bid:

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

#### **Note:**

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

- (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- (iii) The bidders have to follow the steps listed in *Bidding Manual Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.
- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 A tender, which does not fulfill any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.
- 11.4 Tender sent by fax/telex/cable shall be ignored.

#### 12. Tender currencies

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

#### 13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 It is mandatory to quote for all the schedules. However, the purchaser will have the right to award the work to any number of schedule(s) as per the eligibility and to the best benefit of the exchequer. All sundry equipment, fittings, units assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
- 13.3 Deleted
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
  - a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and rawmaterial used in the manufacture or assembly of the goods quoted exfactory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
  - b) Any taxes and duties including Custom dutyand/or GST, which will be payable on the goods in India if the contract is awarded;
  - c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading& Unloading etc. would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;

- d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule;
- f) The rates quoted by the tenderer, shall be firm and fixed and inclusive of all taxes including work contract taxes, custom central duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing commissioning, etc. at site temporary construction of storage, risk, overhead charges general liabilities/obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work. Octroi duty shall be paid separately but the department on demand can furnish octroi exemption certificate. However the department is not liable to reimburse the octroi duty in case the concerned authorities do not honour exemption certificate;

#### 13.4.2 Deleted

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

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

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

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

13.5.5 Deleted

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

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

- 13.6 Deleted
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Deleted
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

#### 14. Indian Agent

14.1 Deleted.

#### 15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are

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

#### 16. Alternative Tenders

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

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

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

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

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

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

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small

Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification", etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

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

#### 20. Tender Validity

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

#### 21. Digital Signing of Tender

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

#### D. SUBMISSION OF TENDERS

#### 22. Submission of Tenders

- 22.1 The tender shall be submitted online only.
  - (i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format:
    - a) Scanned copies of tender processing fee and EMD
    - b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
    - c) Tender Form as per Section X.
    - d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc
    - e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/Agencies
    - f) Copy of PAN.
    - g) Certificate of Incorporation/ or a Declaration in case the firm isbeing a proprietary firm.
    - h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2016, in pdf format.
    - i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
    - j) Quality Control Requirements as per Section VIII
    - k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
    - Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
    - m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
    - n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
    - o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) 1 & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.

#### (ii) PRICE BID (ONLY ONLINE)

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

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

#### 23. Late Tender:

23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the etendering system. However, if the necessary Tender Processing Fee and EMD in original are not submitted within the scheduled time, the tender shall be declared as late tender and online tender shall not be opened and shall be ignored.

#### 24. Alteration and Withdrawal of Tender

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

#### E. TENDER OPENING

#### 25. Opening of Tenders

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

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

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

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

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

#### F. SCRUTINY AND EVALUATION OF TENDERS

#### 26. Basic Principle

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

#### 27. Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.

- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservation to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3 Deleted
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
  - (i) Tender validity is shorter than the required period.
  - (ii) Required EMD or its exemption documents have not been provided.
  - (iii) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section V "Special Conditions of Contract", for due performance of the contract.
  - (iv) Poor/ unsatisfactory past performance.
  - (v) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (vi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
  - (vii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/BOO for the quoted schedule.
  - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

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

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

#### 29 Discrepancies in Prices

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

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

Not applicable being e-Tender.

#### 31. Qualification Criteria

- 31.1 Tenders of the tenderers, which do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non responsive and will not be considered further.
- 31.2 The Purchaser reserves the right to relax the Norms on <u>Prior Experience</u> for Start-ups and Micro & Small Enterprises in Public Procurement.

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

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

http://www.finmin.nic.in/the\_ministry/dept\_expenditure/ppcell/RelaxNorms\_StarupMedEnterprise25072016.pdf

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

http://dipp.nic.in/English/Investor/startupindia/FAQs\_StartupIndia\_30March2016.pdf

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

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

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

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

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

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

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

32.1 Deleted,

#### 33. Schedule-wise Evaluation

33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have to quote for all the schedules and the purchaser will have the right to award the work to any number of schedule(s) as

per the eligibility established during the techno commercial evaluation and to the best benefit of the exchequer.

#### 34. Comparison of Tenders

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

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
  - i) In the case of goods manufactured in India or goods of foreign origin already located in India, GSTor any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
  - i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1<sup>st</sup> April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
  - ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
    - iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
    - iv. The Purchaser reserves the right to relax the Norms on <u>Prior Experience</u> for Start-ups and Micro & Small Enterprises in Public Procurement.
      - The Start-ups are defined in Annexure-A of the "Action Plan for Startups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

http://www.finmin.nic.in/the\_ministry/dept\_expenditure/ppcell/RelaxNorms\_StarupMedEnterprise 25072016.pdf

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

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

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

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

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

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

- 35.4 **Preference to Make in India**: As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:
  - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
    b.In cases of procurement for a value in excess of Rs. 10 crores. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The above-mentioned determination will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

#### 37. Contacting the Purchaser

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

#### G. AWARD OF CONTRACT

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

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

#### 39. Award Criteria

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

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

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

#### 41. Notification of Award

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

#### 42. Issue of Contract

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

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

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

#### 44. Return of EMD

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

#### 45. Publication of Tender Result

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

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

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
  - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

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

Sl. No.	<b>GIT Clause</b>	Topic	SIT Provision	Page No.
	No.			
A	1 to 7	Preamble	No Change	
В	8 to 10	TE documents	No Change	
С	11 to 21	Preparation of Tenders	Change	
D	22 to24	Submission of Tenders	Change	
Е	25	Tender Opening	No Change	
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	
G	38 to 45	Award of Contract	No Change	

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

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

#### SUBMISSION OF e-TENDERS

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

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

Sl. No.	Topic
1	Application
2	Use of contract documents and information
3	Patent Rights
4	Country of Origin
5	Performance Security
6	Technical Specifications and Standards
7	Packing and Marking
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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 TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC subclause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

#### 3. Patent Rights

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

#### 4. Country of Origin

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

#### 5. Performance Security

- 5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award
- The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
  - It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per

- Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Deleted.
- 5.6 Subject to GCC sub clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

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

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

#### 7. Packing and Marking

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

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

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

#### 8. Inspection, Testing and Ouality Control

- 8.1 The purchaser and/or its nominated representative(s) will, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract.
- 8.2 The Purchaser reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Purchaser as deemed fit shall resort to all these inspection or may waive off any of the inspection.
- 8.3 Stage Inspection: The Supplier shall offer semi-finished product without paint for stage inspection supported with invoice & test report of major raw material as per relevant specification standards.

- 8.4 Before resorting to Bulk Manufacturing, the supplier shall offer/send the prototype/actual finished sample for approval by Inspector. The approval of Samples shall be in respect of workmanship and finishing and shall be without prejudice to the rights of purchaser/user to get random testing of items during pre-dispatch inspection or from the actual lot offered. In the event of the failure of the supplier to deliver the sample by the date specified in the contract or any other date agreed by the purchaser or in the event of rejection of the sample second time, the purchaser shall be entitled to cancel the contract and purchase the stores at the risk and cost of the supplier
- 8.5 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.6 The Inspector shall have full and free access at any time during the execution of the contract to the Supplier's works for satisfying himself that the goods are being manufactured in accordance with the specifications mentioned in the Contract, and he may require the Supplier to make arrangements for inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-Supplier, he shall in his contract with the sub-Supplier, serve to the Inspector a similar right, provided, however, such inspection shall not preclude the purchaser/inspection authority form re-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/inspection authority in this regard shall be final and binding on the Supplier. All terms and conditions of the contract as they apply to the inspection shall also apply to the re-inspection.

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

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

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

- 8.7 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.8 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.9 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the

same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

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

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

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

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

#### 9. Terms of Delivery

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

#### 10. Transportation of Goods

- 10.1 Deleted.
- 10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:
  - In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

#### 11. Insurance:

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

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

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

#### 12. Deleted.

#### 13. Incidental services

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

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

#### 14. Distribution of dispatch documents for clearance/receipt of goods

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

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

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

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

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

#### 15. Warranty:

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract

shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 15.2 The on-site replacement/ repair warranty shall remain valid for a period of <u>36 Months</u> from the date of recording of acceptance of goods at site.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 10 days replace the defective goods free of cost, at the ultimate destination. The supplier shall take over the replaced goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced goods thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
- 15.5 In the event of replacement of defective goods during the warranty period, the warranty for the replaced goods shall be extended for a further period as mentioned under Clause 15.2 to the date such goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 10 days the purchaser may proceed to take such remedial action(s) as deemed fit at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit consignee site at least once in 4 months commencing from the date of delivery of the goods for preventive maintenance of the goods.
- 15.8 Deleted.
- 15.9 Deleted.
- 15.10 Deleted.

#### 16. Assignment

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

#### 18. Modification Of Contract

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

convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

#### 19. Prices

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

#### 20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

#### 21. Terms and mode of payment

#### 21.1 Payment Terms

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

#### a) On delivery:

75% payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:

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

#### b) On Acceptance:

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

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Deleted.
- 21.5 The payment shall be made in the currency /currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that,

in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

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

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

#### 22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
  - (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security and
  - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 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/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty and/or GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of

- the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- 22.6.1 Passing of Property:
- 22.6.2 The property in the goods shall not pass to the purchaser unless and until the goods havebeen delivered to the consignee in accordance with the conditions of the contract.
- 22.6.3 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.4 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

#### 23. Liquidated damages

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

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

#### 24. Termination for default

- 24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

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

#### 25. Termination for insolvency

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

#### 26. Force Majeure

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

#### 27. Termination for convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
  - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

#### 28. Governing language

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

#### 29. Notices

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

#### 30. Resolution of disputes

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

#### 31. Applicable Law

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

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

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

#### 33. General/ Miscellaneous Clauses

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

#### SECTION - V

## SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

The warranty period will be as mentioned in the list of requirement as per section VI of the tender enquiry.

## **SECTION - VI**

## LIST OF REQUIREMENTS

## Part I

S.			ITEM						
No		Shivpuri	Khandwa	Shahdol	Chindwara	Datia	Ratlam	Vidisha	Warranty
		, , , , , , , , , , , , , , , , , , ,	A. Table						
1		1	1	1	1	1	1	1	1
		1	1	1	1	1	1	1	
	0 : 0 /0.0 / 0 )	1	1	1	1	1	1	1	
	Category A (M.S. / Dean)	1	1	1	1	1	1	1	
		1	1	1	1	1	1	1	
		1	1	1	1	1	1	1	
2	Category B (HOD / Proffessor	28	28	28	28	28	30	30	
	/ Associate Proffessor / DMS / CMO / MO )	28	28	28	28	28	30	30	
3	Category C a (Assistant	43	43	43	43	43	45	45	
	Proffessor / Doctors / Sister								
_	In Charge / Senior Staff)								
4	Category C b	27	27	27	27	27	30	30	
5	Category D (Supervisors / Senior technicians / NS / DNS	53	53	53	53	53	60	60	
	/ Assistants / Managers/Tutors)								
6	MAIN RECEPTION TABLE	1	1	1	1	1	1	1	
7	RECEPTION COUNTER 6000X600x750	1	1	1	1	1	1	1	03 Years
8	BOOK ISSUE COUNTER WITH MSU DRAWER	1	1	1	1	1	1	1	-
9	Examination Room Table	252	252	252	252	252	500	500	
10	Cafeteria / Mess	45	45	45	45	45	60	60	
11	Reading hall 4 seater	180	180	180	180	180	180	180	1
12	Corner tipoy	30	30	30	30	30	30	30	1
13	Centre tipoy	35	35	35	35	35	35	35	
14	Lecture Table	480	480	480	480	480	720	720	
15	Workstations	130	130	130	130	130	135	135	
16	Dean / HOD/ MS Computer table Assistant:	10	10	10	10	10	10	10	1
17	Conference Table								-
_,	Type-1- with 12 chairs with 1	9	9	9	9	9	9	9	
	HIGH BACK								
	Type-2- with 28 chairs with 1 HIGH BACK	1	1	1	1	1	1	1	1
18	Podium	10	10	10	10	10	10	10	-
			B. Chai	rs					
1	Catagory A main (High had)	1	1	1	1	1	1	1	1
1	Category A main (High back rest Executive Chairs with arm rest for Category 'A')	1	1	1	1	1	1		03 Years
2	Category A visitor (Medium back Visitors Chairs for	8	8	8	8	8	8	8	-

S.		ı	ITEM	1	1			1	
No		Shivpuri	Khandwa	Shahdol	Chindwara	Datia	Ratlam	Vidisha	Warranty
	Category A Principal / M.D./					_ = = = = =			
3	G.M./ Dir./ Dire. Finance.)  Category B main (High back rest Executive Chairs with	28	28	28	28	28	30	30	
	arm rest for Category 'B'/ Conference Room Main Chairs)								
4	Category B visitor (Medium back Visitors Chairs for Category B H.O.D. / P.A. / Prof.Room)	56	56	56	56	56	60	60	
5	Category C main (Medium back rest Chairs with arm rest for Category 'C' /Dept. office./Workstation)	96	96	96	96	96	106	106	
6	Category C visitor (Low back Visitors Chairs for Category C Asso.prof.)	88	88	88	88	88	110	110	
7	Category D main (Medium back rest Chairs for Category 'D'/ Pre.tech/ Lab asst. / adm off.staff / Prep room / Record / Security/Reception.)	42	42	42	42	42	50	50	
8	Category D visitor (Low back Visitors Chairs for Category D Asst.prof / Tutor / Tech.)	53	53	53	53	53	60	60	
9	Demo Room	864	864	864	864	864	1100	1100	
10	Canteen	120	120	120	120	120	180	180	
11	Library Chair	822	822	822	822	822	1050	1050	
12	3 Seater Metal Chair	30	30	30	30	30	35	35	
13	2 Seater Metal Chair	20	20	20	20	20	20	20	
14	Lab Stool	600	720	720	660	720	800	800	
		C.	Storages &	lockers					
1	Office Almirah	60	60	60	60	60	60	60	
2	Glass Door Almirah	60	60	60	60	60	60	60	
3	Low Height Storage	26	26	26	26	26	26	26	
4	Lockers- 4 Door	30	30	30	30	30	30	30	
5	Library Stacks	250	250	250	250	250	300	300	
6	Slotted Angle Racks	169	169	169	169	169	169	169	
7	Periodical Display Rack	28	28	28	28	28	28	28	
D	Sofas	_	_	_	_	_	_	_	
1	Dean Cabin 3 Seater Sofa	2	2	2	2	2	2	2	
2	Dean Cabin/Suprin 2 Seater Sofa	2	2	2	2	2	2	2	
3	Hod/Asso.Prof/Librarian 3 Seater Sofa	10	10	10	10	10	10	10	03 Years
4	Hod/Asso.Prof/Librarian 2 Seater Sofa	10	10	10	10	10	10	10	
5	2 seater for Faculty Waiting	20	20	20	20	20	20	20	

S.			ITEM						
No		Shivpuri	Khandwa	Shahdol	Chindwara	Datia	Ratlam	Vidisha	Warranty
	D. Labs								
	Dissection Table	25	25	25	25	25	25	25	
	Semi Modular Lab	8	8	8	8		8	8	
	Modular Lab					07			
						Labs			
			E. Bed	S					
1	Single Bed including guest	210	210	210	210	210	300	300	
	House								
2	Double Bed	2	2	2	2	2	2	2	
3	Study Chair	200	200	200	200	200	280	280	
4	Wardrobe for Hostel Rooms	200	200	-	200	200	-	280	
5	Side Table	40	40	40	40	40	40	40	

## **Part II: Required Delivery Schedule:**

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

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

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

As specified in GCC Clause 13

Part IV:

Deleted

Part V: Deleted

Part VI:

Required Terms of Delivery and Destination

Free at Consignee's Site

Destination/Consignee details are given in Section XXI

## Section – VII Technical Specifications

#### A Tables

#### 1 Category A (M.S. / Dean)



Supplying and placing in position main desk of the following specifications. The main desk shall be of size 1800 Width mm x 900 Depth mm x 750 Height mm. The table top shall be 25 mm thick MFC (Melamine Faced Chipboard) also there should be 30 mm MDF (Medium density fiberboard) black pad. The modesty panel shall be of 18 mm thick MFC (Melamine faced chipboard). The leg of the main desk shall be of 25 mm MFC plus 30 mm MDF right and left pad. The main table should be of duck noise profile edge in order to enhance the workspace aesthetics.

Supplying and placing in position joining table of the following specifications. The joining table RHS shall be of size 1050 Width mm x 1200 Depth mm x 750 Height mm. The top panel shall be 25 mm thick with MFC (Melamine Faced Chipboard). The leg of the joining table shall be of metal. Polyurethane Coated joining table.

Supplying and placing in position mobile pedestal of the following specifications. The Mobile Pedestal size shall be 400 Width mm x 560 Depth mm x 560 Height mm. The top panel shall be 25 mm thick MFC (Melamine Faced Chipboard) plus all the other panels shall be 18 mm thick coated with MFC (Melamine Faced Chipboard). In Mobile pedestal all other panels shall be of 18 mm thick MFC (Melamine Faced Chipboard). In Mobile pedestal lock and Castors shall be Provided. The handle shall be of Metal.

Supplying and placing in position free standing return desk of the following specifications. The return desk size shall be 1200 Width mm x 600 Depth mm x 730 Height mm. The top panel shall 25 mm thick MFC (Melamine Faced Chipboard) . The Modesty panel shall be 18 mm thick MFC coated. The leg of the return desk shall be 25 mm thick MFC (Melamine faced chipboard) plus the right and left pad should be 30 mm thick MDF (medium density fiber) coated.

Supplying and placing in position bookcase of the following specifications. The bookcase size shall be 790 Width mm x 400 Depth mm x 2200 Height mm. The top panel shall be 25 mm thick MFC (Melamine faced chipboard) plus the bottom panel shall be 25 mm MFC coated. The wood door panels shall be 18 mm thick MFC . The glass door panels shall be of 5 mm thick plus all the other panels shoul be 18 mm thick MFC (melamine faced chipboard). The handles shall be of metal. The bookcase unit provides ample amount of storage.

The Supplying and placing in position back unit of the following specifications. back unit size shall be 1400 Width mm x 470 Depth mm x 760 Height mm. The top panel size shall be 25 mm thick MFC (Melamine faced chipboard). The door panels and all other panels should be 18 mm thick MFC (Melamine faced chipboard). The handle shall be of metal.

#### 2 Category B (HOD / Proffessor / Associate Proffessor / DMS / CMO / MO )



Supplying and placing in position main desk of the following specifications. The main desk RHS size shall be 2200 Width mm x 1190 Depth mm x 750 Height mm. Top panel should be of two layers of 18 mm thick MFC with 3 mm PVC edging ,the edging shall be of 2 colour tone. In the understructure the side panel legs shall be MFC covered with 45 mm MDF Profile at vertical edges , connected to the top panel by minifix & wooden dowels. Adjustable stud. The modesty shall be 18 mm thick MFC with curved shape. Connected to top & side panels with minifix fitting & wooden dowels.

Supplying and placing in position mobile pedestal of the following specifications. The Mobile Pedestal size shall be 406 Width mm x 550 Depth mm x 640 Height mm. Top panel should be of two layers of 18 mm thick MFC with 3 mm PVC edging ,the edging shall be of 2 colour tone. In the understructure the side panel legs shall be MFC covered with 45 mm MDF Profile at vertical edges , connected to the top panel by minifix & wooden dowels. Adjustable stud. The modesty shall be 18 mm thick MFC with curved shape. Connected to top & side panels with minifix fitting & wooden dowels. The mobile pedestal shall be having 2 drawers (1 personal drawer + 1 filing drawer with central lock). Top drawer is pencil tray 280 x 280 mm. Carcass 18 mm thick MFC and 25 mm thick Top panel with 2 mm PVC edging. Black Metallic handles 128 mm distance. 450 mm L runner. Castor of 50 mm in diameter x 4 nos.

Supplying and placing in position ERU with pedestal of the following specifications. The ERU with pedestal size shall be: 1380 Width mm x 480 Depth mm x 700 Height mm..Top panel should be of two layers of 18 mm thick MFC with 3 mm PVC edging, the edging shall be of 2 colour tone.In the understructure the side panel legs shall be MFC covered with 45 mm MDF Profile at vertical edges, connected to the top panel by minifix & wooden dowels. Adjustable stud. The modesty shall be 18 mm thick MFC with curved shape. Connected to top & side panels with minifix fitting & wooden dowels. The pedestal shall be having 4 drawers with central lock. Top drawer is pencil tray 280 x 280 mm. Carcass 18 mm thick MFC and 25 mm thick Top panel. Black Metallic Handles 128 mm distance. 450 mm L runner .55 mm diameter x 25 mm H . Plastic adjustable glide. Connected to top with 2 nos. of metallic support 109 mm H x 75 mm Diameter. The eru shoul be connected to top with metallic support tube of size 60 mm H x 75 diameter.

Supplying and placing in position cabinet of the following specifications. The Cabinet size shall be: 2410 Width mm x 425 Depth mm x 1215 Height mm. The top panel shall be of 25 mm thick MFC with 2 mm PVC edging. The medium cabinet shall be of carcass 18 mm thick MFC with PVC edging & back panel 8 mm thick .55 mm diameter x 25 mm H adjustable plastic glide. Door with locks. Black metallic handles 96 mm distance, 1 fixed shelf connected to side panels with minifix fittings & 1 adjustable shelf. Entire carcass connected with minifix fittings & wooden dowels. Fixing of top panel with side panels is with screws. Back panel is placed in the slut/groove provided on top, bottom & side panels. The glass doors shall be 5 mm thick polished edge glass, fixing using overlay glass hinges & a black metallic knob. The wooden doors should be 18 mm thick MFC with 2 mm PVC edging. Black metallic handles 128 mm. Square lock is provided plus fixing using full overlay hinges

#### 3 Category C a (Assistant Proffessor / Doctors / Sister In Charge / Senior Staff)



Supplying and placing in position Main Desk with ERU of the following specifications. Main Desk with ERU (RHS) size shall be 1650 Width x 700 Depth x 743 Height (Main Desk) 1000 Width X 450Depth X 743 Height (ERU). Top shall be of 18 mm thickness made of PLT board with 2 mm Edge banding. Wenge and savannah Maple PLT board shall be used. The Understructure shall be in pre-laminated panels made with PLT boards . 2- Drawerand 3 - Drawer storage units with different combinations to support tops made with 18 mm PLT boards of different colours. Modesty and back panels made with 18 mm PLT boards. The pedestals / storages shall be fitted with necessary locks.

#### 4 Category C b



Supplying and placing in position Main Desk of the following specifications. Main Desk size shall be 1804 Width x 750 Depth x 750 Height. Top shall be made up of PVC membrane pressed of 25 mm thick MDF - one side laminate board with 0.4 mm PVC membrane Pressed on to tops. The top shall be having duck nose and half round profile edges and top is made in only one finish which is European Ash.

#### 5 Category D (Supervisors / Senior technicians / NS / DNS / Assistants / Managers/Tutors)



Supplying and placing in position main desk of the following specifications. The main desk size shall be 1500 Width mm x 750 Depth mm x 740 Height mm. The side unit size shall be 1050 Width mm x 450 Depth mm x 705 Height mm.

#### 6 MAIN RECEPTION TABLE



RECEPTION TABLE COMPRISES WITH THE FOLLOWING SECTIONS:

Convex Table: - 1 500 (W) x 805 (D) x 750 (H) mm (60 degree convex)

StraightTable: - 1400 (W) x 700 (D) x 750 (H) mm

Counter Riser: - I 500 (W) x a60 @) x 350 (H) mm (60 degree convex)

Extension Top: - I400iW) x 300 (D) x 350 (H) mm

- 1. The tops of the counters shall be made of toughened glass & shall the countir with good quality fittings. Fitted on sides of 2. The front metal sheet above the top shall fitted with the glass & sides so as to make one unit & shall be very sturdy in constructions.
- 3. Both the front panels, top and bottom, of the counters shall be made of perforated Prime CR sheet of thickness 0.7 mm.
- 4. The worktops shall be made of 25mm thick BSL particle board and side shall be of 18 mm thick BSL particle board.
- 5. The worktops shall have 2 cable managers on both sides.
- 6. The toughened glass shall be of 8 mm thi, ', kness.
- 7. The overall appearance of the product shall be as per photograph.

#### 7 RECEPTION COUNTER 6000X600x750



RECEPTION COUNTER 6000X600X900MM, TOP MADE OF 25MM THICK PRE LAMINATED PARTICAL BOARD, LEG MADE OF 25,MM THICK PLPB. with 2 MSU Drawer, with 12 mm thick Corian front side, (Top area shall be measured for payment) Overall appearance of the product shall be as per photograph.

#### 8 BOOK ISSUE COUNTER WITH MSU DRAWER BOOK ISSUE COUNTER



I-7270mm, x W-900 x H-750mm, Top made of 25mm thick PLPB with Legs made of 25mm thick PLPB with 2 MSU Drawer, Overall appearance of the product shall be as per photograph.

#### 9 Examination Room Table



Classroom Desk Single seate Overall Dimensions: Seat :W600mm x D-950/450 mm x Ht 750/450mm Seat Structure: Made up of cold rolled close annealed MS Tube 50x25x1.25mm thk MIG welded to press formed MS cold rolled close annealed section 95x25x1.0 thk and MS cold rolled close annealed tube dia 25mm x1.2mm thk.Desk Structure: Made up of MS cold rolled close annealed Tube 50x25x1.25 thk MIG welded to press formed MS cold rolled close annealed section 95x25x1.0 thk .Seat & Desktop made of 18mm thick pre-laminated particle board. Side edges covered by teak wood polished rib. Provided book shelf below table top. All steel components are epoxy powder coated followed by seven tanks anti corrosion treatment of surface. The overall appearance of the product shall be as per photograph.

#### 10 Cafeteria / Mess



Supplying and placing in position Canteen table of the following specifications. 4 Seater Membrane size shall be 1135 Width mm  $\times$  1175 Depth mm  $\times$  750 Height mm  $\times$  750 He

#### 11 Reading hall 4 seater



- 1. Reading Tables for Library (in cluster of 4) shall be in desk based modular partition system with following specifications and provisions:
- 2. Main Legs: Main leg shall be made up of the Leg Frame, Fascia & Caps and tubes. Leg frame shall be made up of Mild Steel (M.S.) E. R. W tubes of following types and sizes Semicircular cross section of 30 x 60 Formed MS leg base with bottom 'C' channel (curved 1.5mm thick powder coated) Leg Fascia shall be made up of CRCA (Cold Rolled Cold Annealed)'D' grade 0.8mm thick m.s. sheet as per IS 513-1994, pretreated with 2 step single chemical spray phosphating process finally powder coated with average 50 to 60 micron thickness of epoxy powder coating.
- 3. Wire Mangers: These shall be made up of two 'C' sections back to back spot welded, shall be made up of CRCA 'D' grade 1.6mm thick. M.S. as per IS: 513-1994, pretreated finally powder coated with epoxy powder coating. These shall be fastened together with telescopic piece on spring washer and M.S. screws to get variety in length. A fascia of 9mm thickness PLB shall be snap-fitted on wire managers for mounting of switches.
- 4. Screens: Pre-laminated Sreen (Front) 759(W) X 450(H) (Rectangular) shall be made of 25mm thick Pre-laminated twin particle board interior grade of approved shade conforming to IS:12823:1990. The top edge of the screen shall be finished with new t-mould to give clean edge and the rest of the sides shall be finished with 0.5mm thick pvc lipping. Screens shall be fixed to Worksurfaces with screen holders of powder coated Aluminum extruded sections of square cross section 25.6 mm x 25.6 mm,1.8 mm thick (of grade He-9-63400). ABS caps shall be used on these extrusions.
- 5. Worktops: Rectangular work tops of sizes 750mm x 600mm shall be made of 25mm thick Pre-laminated particle board interior grade of approved shade conforming to IS:12823:1990. Bottom shall have a backing laminate of minimum 0.6 mm thickness. All the edges of work surface shall be provided with machine pressed 2 mm thick PVC lipping glued with hot melt EVA glue.

#### 12 Corner tipoy



Supplying and placing in position Corner table of following specifications. Overall Size: Width - 500 mm, Depth-500, Height - 428 mm. Material: Glass of 08 mm thk tempered, Solid rubber wood legs and frame, MS sheet as bottom shelf. PU Coated rubber wood parts with clear glass. Metal frames are powder coated in shade Black to the thickness of 40-80 microns.

#### 13 Centre tipoy



Supplying and placing in position Center table of following specifications. The overall size shall be: Width - 1000 mm, Depth-600, Height - 428 mm. Material: MDFof 20 mm thk tempered, Solid rubber wood legs and frame, MS sheet as bottom shelf. PU Coated rubber wood parts with a clear glass. Metal frames are powder coated in shade Black to the thickness of 40-80 microns.

#### 14 Lecture Table



Supply and placing Namaste Education seating . The Understructure shall be made with steel ERW tube section of size  $80 \times 40 \times 2.5$  mm thick with powder coat finish . Understructure shall consist of two welded leg assemblies connected by means of welded seat aide tube assy and welded desk side tube assy on both sides . Sturdy anchoring by anchor bolts on to base of 10 mm thick plate for proper resting of structure . Plastic clad & shoe main clad made of glass filled 30 % nylon -6 for covering anchor bolts . The side clads shall be two made of 35 mm thick PLT with 2 mm thick PVC lipping . Desk side clad made of 18 mm thick PLT & seat side clad & connecting clad made of 25 mm thick PLT . The Desklet shall have an opening and closing mechanism by means of desk slider and slider sleeve made of 30 % glass filled nylon - 6 . Desk compromises of PLT desk with aluminium section anodized finish on to sides and TPE rubber on to aluminium section outer side for cushioning effect for desk opening closing . Desk made of 18 mm thick PLT fixed with aluminium extrusion on to sides for desk opening closing . The seat shall have self closing mechanism which will operate by means of spring . Seat Understructure is a combination of welded fabricated structure made of  $19 \times 2 \text{ mm}$  thick ERW tube with powder coat finish which is covered by 0.8 mm thick sheetmetal cover and opholsted inside & leatherite cover . The Wire Carrier shall be made of 0.8 mm thick sheet metal for holding wire passings . The switch box shall be made of 1.2 mm thick sheet metal plate mounting suitable for anchor roma plates . The Front Clad Mounting shall be made up of 18 mm thick PLT with sheet metal cover and bracket for holding on to top and mounting box for holding of clad with seat side clad . Supplied as per seat in Choco Colour

#### 15 Workstations



Providing and placing in position panel based modular workstation of size 1350 mm(L)x600mm(D)withpanelthicknessas52.4mmthkandht-1200 including powder coated aluminum trims. Tiles: Combination of top tiles are fabric tile front and metal tile at back. Bottom tiles - Metal tile. Intermediate Blocks - Intermediate blocks are given in DL+DL finish. Wire Management-Wires shall be taken into the system through cable ducts from the junction boxes and it is carried upto the panels through concealed conduits inside the blocks. Worksurface - out of 25 mm thk prelam particle board with flat pvc lipping edge banding. Pedestals with legs - Nova pedestal flat metal front, Top Supporting central locking of size 390 mm w x 585 mm d x 720 mm ht 3dr = 2box+1file. CPU trolley-with castors,

Note: All partitions and side panels have leveling screws for adjustment incase of Uneven floor to take care of+/-10mm of uneven flooring. Should be provided with Drawers.

#### 16 Dean / HOD/ MS Computer table Assistant:



Table Size:- Length: 1300mm, Width:600MM, Height: 750mm C- Frame & Tubular cold rolled close annealed Steel Structure. Fabrication involves only MIG/TIG & Spot welding .Top & shelf made of 18mm thick pre-laminated particle board. Edge beading of edges by Through Feed Machine. Shelf adjustable on steel brackets. Removable tubular CPU stand and an embossed modesty panel below table top provided. Provision for wire management. Drum Type Leveler. Fitted with 3 drawer storage box. (W 350mm D 575mm H 430mm). All steel components are epoxy powder coated after seven tanks anti corrosion treatment of surface. The overall appearance of the product shall be as per photograph.

#### 17 Conference Table



**Type-1- with 12 chairs with 1 HIGH BACK:** Supplying and placing in position Conference table of the following specifications. Conference Table With Wire Manager size shall be Single seater 760 Width mm x 600 Depth mm , Two seater 1360 Width mm x 600 Depth mm , Half Round (2 Seater) R 713 + Quarter Round (1 Seater) R 713 . The top shall be 31.6 mm thick (18 mm + 12 mm + 0.6 mm DL (both sides) + 0.4 mm Membrane) Edge Profile shall be waterfall edge 10 mm radius on top edge and 5 mm at bottom. In Understructure the Legs shall be made from 25 mm PPB having a straight profile with half round edges and clad with 0.6 mm thick post Forming laminate. Overall thickness of leg shall be 26.2 mm The modesty panel in understructure shall be made from PLT (Pre laminated twin) boards of 18 mm thick. There shall be Wire Management wire carrier shall be made from 0.6 mm thick CRCA painted and carrier cover shall be made of 12 mm thick MDF painted all over.

**Type-2- with 28 chairs with 1 HIGH BACK**: Supplying and placing in position Conference table of the following specifications. Conference Table With Wire Manager size shall be Single seater 760 Width mm  $\times$  600 Depth mm , Two seater 1360 Width mm  $\times$  600 Depth mm , Half Round (2 Seater ) R 713 + Quarter Round (1 Seater ) R 713 . The top shall be 31.6 mm thick (18 mm + 12 mm + 0.6 mm DL (both sides ) + 0.4 mm Membrane ) Edge Profile shall be waterfall edge 10 mm radius on top edge and 5 mm at bottom . In Understructure the

Legs shall be made from 25 mm PPB having a straight profile with half round edges and clad with 0.6 mm thick post Forming laminate . Overall thickness of leg shall be 26.2 mm The modesty panel in understructure shall be made from PLT ( Pre laminated twin) boards of 18 mm thick . There shall be Wire Management wire carrier shall be made from 0.6 mm thick CRCA painted and carrier cover shall be made of 12 mm thick MDF painted all over.

#### 18 Podium:



Podium Overall Dimension: W-600mmX D-450mmX H-1260mm: - 200mm wide Leg section made of extruded Aluminum section and MS cold rolled close annealed covers for wire management. Top made up of 18mm the prelaminated partial board with teak wooden edge banded on edges. One edge protruded up, would be of teak wood to hold the paper / books. All metal section powder-coated with min. 45 micron DFT after anti corrosion surface treatment. Appearance of product as per Photograph.

#### B. Chairs:

#### 1 Category A main (High back rest Executive Chairs with arm rest for Category 'A')



The cushioned seat assembly shall consists of insert moulded polyurethane foam upholstered with foam laminated mesh fabric. the insert moulded foam is assembled over a load bearing plastic seat cover. The back shallmade up of two piece injection moulded frame. The inner frame shall be upholstered with mesh fabric and mounted on the main assembly. Size of back shall be (W)-48.5cm, (H)-62.0cm & size of seat shall be (W)-51.0cm x (D)-52.5cm.armrest shall be injection moulded with height adjustable up to 4.5+/-0.5cm in 3 steps and width adjustable up to 20mm. The mechanism of chair shall have following features:360 degree revolving type, Front pivot Synchro mechanism, Tilt tension adjustment, 3 position tilt limiter with Anti-Shock feature. Spine bracket shall made of Aluminium diecast piece connecting back with mechanism. Neck rest assembly shall made up of polyurethane foam upholstered with foam laminated mesh fabric. The neck rest assembly is mounted on the top of back, it can be adjusted up to 4.5+/-0.5cm up-down and has regular adjustment of 30 degree +/-2. The chair shall be provided with pneumatic height adjustment which shall have stroke of 9.0 +/- 0.3 cm. The pedestal shall be made of die-cast polished aluminium, it shall be fitted with 5 nos twin wheel castor. The size of the pedestal shall be 66.0 +/- 0.5 cm pitch-centre-dia (76.0 +/- 1.0 cm with castors). The twin wheel castors shall be injection moulded in black nylon. Overall dimensions of Chair shall be, Width of Chair - 76.0cm, Depth of Chair - 76.0 cm as measured from pedestal below. Height from ground - min 100.0 to max 109.0 cm. Seat height - min 45.0cm to max 54.0cm. Dimensions tolerance / variations shall be within +/- 1 cm.

#### 2 Category A visitor (Medium back Visitors Chairs for Category A Principal / M.D./ G.M./ Dir./ Dire. Finance.)



The cushioned seat assembly shall consists of insert moulded polyurethane foam upholstered with foam laminated mesh fabric. the insert moulded foam is assembled over a load bearing plastic seat cover. The back shallmade up of two piece injection moulded frame. The inner frame shall be upholstered with mesh fabric and mounted on the main assembly. Size of back shall be (W)-48.5cm, (H)-62.0cm & size of seat shall be (W)-52.7cm x (D)-54.0cm.armrest shall be injection moulded with height adjustable up to 4.5+/-0.5cm in 3 steps and width adjustable up to 20mm. The mechanism of chair shall have following features:360 degree revolving type, Front pivot Synchro mechanism, Tilt tension

adjustment, 3 position tilt limiter with Anti-Shock feature. Spine bracket shall made of Aluminium diecast piece connecting back with mechanism. The chair shall be provided with pneumatic height adjustment which shall have stroke of 9.0 + /- 0.3 cm. The pedestal shall be made of die-cast polished aluminium. it shall be fitted with 5 nos twin wheel castor. The size of the pedestal shall be 66.0 + /- 0.5 cm pitch-centre-dia (76.0 +/- 1.0 cm with castors). The twin wheel castors shall be injection moulded in black nylon. Overall dimensions of Chair shall be, Width of Chair - 55.0cm, Depth of Chair - 65.5 cm as measured from pedestal below. Height from ground - 98.0 cm . Seat height - 45.0cm. Dimensions tolerance / variations shall be within +/- 1 cm.

#### 3 Category B main (High back rest Executive Chairs with arm rest for Category 'B'/ Conference Room Main Chairs):



The seat/back shall be made up of 1.2 ±0.1cm thick hot pressed plywood measured as per QA method desaribed in OCP-QLTA-P14-18 and upholstered with fabric and moulded Polyurethane foam together with moulded seat and back covers. The back foam shall be designed with contoured lumbar support for extra comfort. The dimensions of back shall be-50.0 cm (W) x 72.0 cm (H) and of seat shall be-50.0 cm (W) x 46.5cm. (D). The HR Polyurethane foamshall be moulded with density 45±2kg/m3-and Hardness load 16 ±2 kgf as.per IS:.7888-for 25% compression. The seat cover shall be injection moulded in black co-polymer polypropylene and back cover is vacuum formed from ABS sheets. The one-piece armrests shall be made of black integral skin polyurethane with 50-70 Shore 'A' Hardness and reinforced with M.S. insert. The armrests shall be scratch and weather resistant. The armrests shall be fitted to the seat with seat/armrest connecting strip assembly made of 0.5 ±0.05-cm. thick HR steel. The center tilt mechanism shall be designed as-360° revolving type, 17° ±2° maximum tilt on pivot at center, Upright position locking, Tilt tension adjustment. The pneumatic height adjustment shall have an adjustment stroke of 12.0 ±0.3cm. The bellow shall be 3 piece telescopic type and injection moulded in black Polypropylene. The pedestal shall be injection moulded in black 33% glass-filled Nylon-66 and fitted with 5 nos. twin wheel castors. The pedestal shall be 66.3 ±0.5cm.(76.3±1.0 cm with castors). The twin wheel castors shall be injection moulded in Black Nylon. Overall Dimensions of Chair shall be Seat Height - min 44.2 to max 54.2cm, Height - min103.3 to max 115.3cm, Width & Depth of Chair as measured from pedestal - Width-76.3 cm and Depth-76.3 cm.

#### 4 Category B visitor (Medium back Visitors Chairs for Category B H.O.D. / P.A. / Prof.Room)



The seat/back shall be made up of 1.2  $\pm 0.1$ cm thick hot pressed plywood measured as per QA method described in OCP-QLTA-P14-18 and upholstered with fabric and moulded Polyurethane foam together with moulded seat and back covers. The back foam shall be designed with contoured lumbar support for extra comfort. The dimensions of back shall be-(W)50.0 cm x (H)49.0 Cm and of seat shall be-50.0 cm (W) x 46.5cm. (D). The HR Polyurethane foam shall be moulded with density  $45\pm2$ kg/m3-and Hardness load  $16\pm2$  kgf as.per IS:.7888-for 25% compression. The seat cover shall be injection moulded in black co-polymer polypropylene and back cover is vacuum formed from ABS sheets. The one-piece armrests shall be made of black integral skin polyurethane with 50-70 Shore 'A' Hardness and reinforced with M.S. insert. The armrests shall be scratch and weather resistant. The armrests shall be fitted to the seat with seat/armrest connecting strip assembly made of  $0.5\pm0.05$ -cm. thick HR steel. The tubular frame shall be cantilever type & made of  $0.5\pm0.05$ -cm. thick HR steel. The tubular frame shall be cantilever type & made of  $0.5\pm0.05$ -cm. Height -81.5cm, Width & Depth of Chair as measured from pedestal - Width-59.0 cm and Depth-63.0 cm.

#### 5 Category C main (Medium back rest Chairs with arm rest for Category 'C' /Dept. office./Workstation)



The seat/back shall be made up of 1.2 ±0.1cm thick hot pressed plywood measured as per QA method desirable in OCP-QLTA-P14-18 and upholstered with fabric and moulded Polyurethane foam together with moulded seat and back covers. The back foam shall be designed with contoured lumbar support for extra comfort. The dimensions of back shall be-50.0 cm (W) x 49.0 cm (H) and of seat shall be-50.0 cm (W) x

46.5cm. (D). The HR Polyurethane foam shall be moulded with density 45±2kg/m3-and Hardness load 16 ±2 kgf as.per IS:.7888-for 25% compression. The seat cover shall be injection moulded in black co-polymer polypropylene and back cover is vacuum formed from ABS sheets. The one-piece armrests shall be made of black integral skin polyurethane with 50-70 Shore 'A' Hardness and reinforced with M.S. insert. The armrests shall be scratch and weather resistant. The armrests shall be fitted to the seat with seat/armrest connecting strip assembly made of 0.5 ±0.05-cm. thick HR steel. The center tilt mechanism shall be designed as-360° revolving type, 17° ±2° maximum tilt on pivot at center, Upright position locking, Tilt tension adjustment. The tubular frame shall be cantilever type & made of dia 2.54 ±0.03cm. x 0.2 ±0.016cm.thk M.S. E.R.W. tube and black powder coated (DFT 40-60 microns). The pneumatic height adjustment shall have an adjustment stroke of 12.0 ±0.3cm. The bellow shall be 3 piece telescopic type and injection moulded in black Polypropylene. The pedestal shall be injection moulded in black 33% glass-filled Nylon-66 and fitted with 5 nos. twin wheel castors. The pedestal shall be 66.3 ±0.5cm.(76.3±1.0 cm with castors). The twin wheel castors shall be injection moulded in Black Nylon. Overall Dimensions of Chair shall be Seat Height - min 44.2 to max 54.2cm, Height - min78.5 to max 90.5cm, Width & Depth of Chair as measured from pedestal - Width-76.3 cm and Depth-76.3 cm.

#### 6 Category C visitor (Low back Visitors Chairs for Category C Asso. Prof.)



The seat/back shall be made up of 1.2  $\pm 0.1$ cm thick hot pressed plywood measured as per QA method desirable in OCP-QLTA-P14-18 and upholstered with fabric and moulded Polyurethane foam together with moulded seat and back covers. The back foam shall be designed with contoured lumbar support for extra comfort. The dimensions of back shall be-(W) 50.0 cm x (H)49.0 Cm and of seat shall be-50.0 cm (W) x 46.5cm. (D). The HR Polyurethane foam shall be moulded with density  $45\pm2$ kg/m3-and Hardness load  $16\pm2$  kgf as per IS:.7888-for 25% compression. The seat cover shall be injection moulded in black co-polymer polypropylene and back cover is vacuum formed from ABS sheets. The tubular frame shall be cantilever type & made of  $0.2.54\pm0.03$ cm x  $0.2\pm0.01$ 6cm.thk M.S. E.R.W tube and black powder coated (DFT 40-60 microns). Overall Dimensions of Chair shall be Seat Height -45.0cm, Height -81.5cm, Width & Depth of Chair as measured from pedestal - Width-52.5 cm and Depth-63.0 cm.

## 7 Category D main (Medium back rest Chairs for Category 'D'/ Pre.tech/ Lab asst. / adm off.staff / Prep room / Record / Security/Reception.)



The seat and back shall be made up of  $1.2 \pm 0.1$ cm. thick hot pressed plywood measured as per QA method described in OCP-QLTA-P14-18 and shall be upholstered with fabric and moulded Polyurethane foam with PVC lipping all around. The back foam shall be designed with contoured lumbar support for extra comfort. The dimensions of the back shall be 49.0 cm. (W) x 47.0 cm and of seat shall be 49.0 cm. (W) x 44.0 cm. (D). The HR Polyurethane foam shall be moulded with density=  $45 \pm 2 \text{ kg/m3}$  and Hardness load  $16 \pm 2 \text{ kgf}$  as per IS:7888 for 25% compression. The armrest tops shall be injection moulded from black Polypropylene. They shall be fitted to tubular armrest supports made of dia  $2.54 \pm 0.03$ cm. x  $0.16 \pm 0.0128$ cm.thk. M.S. E.R.W. tube and black powder coated (DFT 40-60 microns). The tubular armrest supports should hold together the seat and back. The mechanism shall be designed with  $360^\circ$  revolving type,  $1r \pm 2^\circ$  maximum tilt on pivot at center, Upright position locking, Tilt tension adjustment. The pneumatic height adjustment shall have an adjustment stroke of  $11.0 \pm 0.3$ cm. The bellow shall be 3 piece telescopic type and injection moulded in black Polypropylene. The pedestal shall be fabricated from  $0.2 \pm 0.02$  cm thick HRsheet (IS:DD 1079/ HR), powder coated .(DFT 40-60 microns) and fitted with an injection moulded black Polypropylene hub cap and 5 nos. twin wheel castors. The pedestal shall be  $60.0 \pm 0.5$ cm. pitch-centre dia. ( $70.0 \pm 1.0$  cm. with castors). The twin wheel castors shall be injection moulded in Black Nylon. Overall Dimensions of Chair shall be Seat Height - min 42.4 to max 53.4cm, Height - min 79.9 to max 90.9cm, Width & Depth of Chair as measured from pedestal - Width-70.0 cm and Depth-70.0 cm.

#### Category D visitor (Low back Visitors Chairs for Category D Asst.prof / Tutor / Tech.)



The seat and back shall be made up of  $1.2 \pm 0.1$ cm. thick hot pressed plywood measured as per QA method described in OCP-QLTA-P14-18 and shall be upholstered with fabric and moulded Polyurethane foam with PVC lipping all around. The back foam shall be designed with contoured lumbar support for extra comfort. The dimensions of the back shall be 49.0 cm. (W) x 47.0 cm and of seat shall be 49.0 cm. (W) x 47.0 cm and of seat shall be 49.0 cm. (W) x 47.0 cm and of seat shall be 49.0 cm. (W) x 47.0 cm and 49.0 cm. (W) x  $49.0 \text{$ 

#### 9 Demo Room

8



Chair half tablet with Wooden Seat & Back, Size:-Overall H: 830mm, Seat h: 460mm, D: 580mm, W: 535mm: Under Structure made of 19mm dia MS cold rolled close annealed tube 1.2 mm thick, duly powder coated after anti corrosion treatment of surface. Seat and back are made of 12mm thick Hot pressed ply wood. Arms Tubular. Tablet made of 18mm thick Pre-laminated Particle Board.

#### 10 Canteen



The seat and back shall be one piece injection moulded in high impact strength polypropylene. The dimensions of seat shall be 52.5 cm (W) X 53.2 cm (D) and of back shall be 51.6 cm (W) X 40.5 cm (H). The Tubular welded frame is made from Dia  $2.22 \pm 0.03 \times 0.12 \pm 0.0128$  cm and  $3.5 \pm 0.03$  cm x  $1.5 \pm 0.03$  cm x  $0.12 \pm 0.0128$  cm SS 202 grade tube. The tubes are buff polished to give shiny finish. Overall Dimensions of Chair shall be Seat Height - 45.0 cm, Height - 84.5cm, Width & Depth of Chair as measured from pedestal - Width-52.5cm and Depth-55.8 cm.

#### 11 Library Chair



The seat and back shall be made up of 1.2 ±0.1cm. thick hot pressed plywood measured as per QA method described in OCP-QLTA-P14-18 and shall be upholstered with fabric and moulded Polyurethane foam with PVC lipping all around. The back foam shall be designed with HITES/PCD/MP/05/FURNITURE/17-18 Dated: 06.12.2017

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contoured lumbar support for extra comfort. The dimensions of back shall be 49.5cm. (W) X 45.5cm. (H) and of seat shall be 49.5cm. (W) X 43.0cm. (D). The HR polyurethane foam shall be moulded with density  $=45\pm$ /-2 kg/m3 and hardness load  $16\pm$ 2 kgf as per IS:7888 for 25% compression. The one-piece armrests shall be made of black-integraL skin polyurethane with 50-70 Shore Hardness and reinforced with M.S. insert. The armrests shall be scratch and weather resistant. The armrests shall be fitted to the seat with seat armrest connecting bracket made of  $0.3\pm0.022$ cm. thk.HR steel. The understructure shall be made of dia  $2.54\pm0.03$ cm. x  $0.2\pm0.016$ cm.thk. M.S. E.R.W. tube and black powder coated (DFT 40-60 microns). Overall Dimensions of Chair shall be Seat Height - 45.0cm, Height -84.0cm, Width & Depth of Chair as measured from pedestal - Width-55.0 cm and Depth-58.0 cm.

#### 12 3 Seater Metal Chair



Premium Visitor Bench 3 Seater Size: Total length: 1800mm, Total Height: 750 mm, Total Depth: 630 mm and Seat height: 410mm. Made of MS cold rolled close annealed press formed Sheet components duly seamless welded to get proper finish. Powder coating Handles & BASE. Steel perforated MS molded one piece seat and back fitted in molded . Powder coating side strips. three individual seats fitted on MS tube support of 75mm x 35mm. seat and bottom support are Powder coated. Over all appearance as per Photograph.

#### 13 2 Seater Metal Chair



Premium Visitor Bench 2 Seater Size: Total length: 1200mm, Total Height: 750 mm, Total Depth: 630 mm and Seat height: 410mm. Made of MS cold rolled close annealed press formed Sheet components duly seamless welded to get proper finish. Powder coating Handles & BASE. Steel perforated MS molded one piece seat and back fitted in molded .Powder coating side strips. three individual seats fitted on MS tube support of 75mm x 35mm. seat and bottom support are Powder coated. Over all appearance as per Photograph.

#### 14 Lab Stool



It shall be circular type  $0.30.0\pm0.5$ cm and made up of  $0.1\pm0.012$ cm thk CR Steel. it shall be welded to the understructure and black powder coated ( DFT 40-60 microns ). The understructure shall be made of MS tube  $0.2.2\pm0.03$ cm x  $0.16\pm0.0128$ cm thk MS ERW tube. It shall be welded to the MS fabricated circular seat assembly and black powder coated ( DFT 40-60 microns ) . The understructure shall be provided with black PP injection moulded ferrules.

#### C Storages & lockers

#### 1 Office Almirah



Office Almirah Size:-height:1980mm, width:910mm depth:485mm Body part made-up of prime quality cold rolled close annealed Sheet Use only MIG/TIG & Spot welding for fabrication.4 adjustable shelf .Three way locking device with six levers superior quality lock for Door . Doors are mounted on steel hinge brackets. Body 22 Gauge, Door 20 Gauge. All steel components are epoxy powder coated followed by seven tanks anti corrosion treatment of surface.

#### 2 Glass Door Almirah



Glass Door Almirah Size:-height:1980mm, width:910mm depth:380mm Body part made-up of prime quality cold rolled close annealed Sheet Use only MIG/TIG & Spot welding for fabrication.5 adjustable shelf .Three way locking device with six levers superior quality lock for Door . Doors made of press formed MS cold rolled close annealed sections with 4mm glass. Doors are mounted on steel hinge brackets. All steel components are epoxy powder coated followed by seven tanks anti corrosion treatment of surface.

#### 3 Low Height Storage



Supplying and placing in position storage of the following specifications.

The overall size of the storage should be 750mm (H) x 450mm (D) x 900mm (W). The storage should be made of 18mm thick particle board. The storage should be provided with shelf each of which shall have a load bearing capacity of 80kgs. The shelf shall also be made of 18mm thick particle board.

#### 4 Lockers- 4 Door



Overall size of 4 - Door PLU - Lkr (Base) shall be 380mm(W)x450mm(D)x1830mm(H). DMX Drg.- PL 13-A4-33797,R1 - 4 Sheets(Cam Lock) DMX Drg.- PL-13-A4-36467,R1-4 Sheets(Hasp.) Stackability shall have add - on units that can be stacked width wise to form bank of

lockers having common side panel. Locking shall have 10 Lever cam lock with lock lever plus option of hasp arrangement. Material shall be CRCA 0.6 mm thickness. Construction shall be Rigid Knockdown construction, shelf shall be uniformly distributed load capacity per each shelf level is 35 Kg maximum. Finish shall be epoxy polyester powder coated to the thickness of 50 microns. Handle/Label holder shall be Aesthetically appealing Snap fit ABS plastic handle. Ventilation shall be attractive punched pattern for ventilation.

#### 5 Library Stacks



Overall Dimensions of Single Sided Wood & Steel Book Rack Base Unit shall be 925mm(W)x300mm(D)x1890mm(H). Rigid Knock down construction Back panel up to the bottom of third rack for additional rigidity. Racks, Back panel & Skirting: CRCA 0.8 mm thickness. Side panels: 25 mm thick pre laminated particle board (PLB) with laminate on both sides. Stackability shall have add-on units width wise to form a bank of racks having common side panel. Bottom plus four fixed racks plus five storage levels. Each rack is provided with stiffener at bottom for strength. Uniformly distributed load capacity per each full shelf is 80 Kg maximum. Rack back stiffener shall be there at the rear side of the racks back stiffener s are provided. These are to support books on the rear side. Label Holder on each main unit to insert labels for identification. Finish shall be Epoxy polyester powder coated to the thickness of 50 microns

#### 6 Slotted Angle Racks



Supply and placing of Slotted Angle Rack of single set dimension of 1980mm H x 915 mm W x 457 mm D

#### 7 Periodical Display Rack



Overall Dimensions of All Steel Periodical Display Rack shall be 900mm(W)x450mm(D)x1830mm(H). Rigid Knockdown construction, Panels shall be made from CRCA 0.6 mm thick and front frame shall be made from CRCA 0.8 mm thick. CRCA D grade as per IS 513. There shall be 5 level racks, Display tray shall be suitable for full scape size magazines, periodicals, aesthetically appealing metal tray at an angle for easy viewing. Receding facility to access the storage behind. Sliding on plastic rollers. Behind storage shelving each of 5 level has a behind storage shelf. Uniformly Distributed Load capacity per each shelf is 40 kg. Leveler shall be screw type with hex plastic base and finish shall be epoxy polyester powder coated to the thickness of 50 microns.

#### D Sofas

#### 1 DEAN CABIN 3 SEATER SOFA



Deluxe Sofa 3 Seater Overall - Size-H-870 mm, L-1940 mm, D-840 mm. Structure made of treated agro wood, fitted with 50mm wide rubberized belts 50mm wide with high density PU foam as per design, Upholstered with premium quality PU cloth with help of stitching, where ever necessary. Overall appearance as per photograph. Tapestry- 06 Mtr.

#### 2 DEAN CABIN/SUPRIN 2 SEATER SOFA



Deluxe Sofa 2 Seater Overall- Size-H-870 mm, L-1450 mm, D-840 mm. Structure made of treated agro wood, fitted with 50mm wide rubberized belts 50mm wide with high density PU foam as per design, Upholstered with premium quality PU cloth with help of stitching, where ever necessary. Overall appearance as per photograph. Tapestry- 05 Mtr

#### 3 HOD/ASSO.PROF/LIBRARIAN 3 SEATER SOFA



Straight-line Sofa 3 Seater Overall- Size-H-700 mm, L-1730 mm, D-800 mm. Structure made of treated agro wood, fitted with 50mm wide rubberized belts 50mm wide with high density PU foam as per design, Upholstered with premium quality PU cloth with help of stitching, where ever necessary. Overall appearance as per photograph. Tapestry- 6 Mtr

#### 4 HOD/ASSO.PROF/LIBRARIAN 2 SEATER SOFA



Straight-line Sofa 2 Seater Overall- Size-H-700 mm, L-1290 mm, D-800 mm. Structure made of treated agro wood, fitted with 50mm wide rubberized belts 50mm wide with high density PU foam as per design, Upholstered with premium quality PU cloth with help of stitching, where ever necessary. Overall appearance as per photograph. Tapestry- 5 Mtr

## 5 2 seater for Faculty Waiting:



Supplying and Placing 2 str sofa. The LH/RH side frame shall be fitted to the two ends of the seat/back mounting frame to form the leg assembly. It shall be made of SS J4 Grade tube dia 4.44 cm. x 1.5mm thk. The seat/back mounting frame assy. shall holds the two side frames together. The mounting frames, 2nos shall be used to connect the side frames. The mounting frame shall be made of MS. E.R.W.tube dia 5.08±0.03cm. x 3.15±0.0252cm thk. black painted. The seat /back shall be mounted on 4.0±0.03cm x 2.0±0.02cm x 0.2±0.016cm thk M.S. rectangular tube which shall be welded on the beam of seat/back mounting frame. The seat/back assembly shall consists of 1.2±0.1cm thk plywood insert with Polyurethane foam having density= 45+/-2 Kg/m3 and hardness of the P. U. foam= 18 to 22 kg on Hampden m/c for 25% compression of the foam. The complete moulded seat/back assembly shall be covered with a replaceable fabric upholstery cover. The dimensions of seat and back shall be: 54.5 cm. (W)x46.7cm. (D)x 12.5cm. (T). The side frames shall be fitted with front and rear bottom shoes

made of injection moulded polypropylene. The sofa shall be upholstered with stain repellant ""Velvetine plus" fabric as a standard offering. The velvet fabric should be vacuum cleaned in order to remove dirt & grit from the fabric surface. Upholstery covers made from Velvetine fabric should not be soap washed or dry cleaned. Overall Dimensions shall be Seat Height - 41.5 cm, Height - 74.5cm, Width & Depth as measured from pedestal - Width-125.7cm and Depth-77.5 cm.

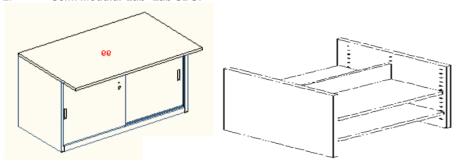
#### E. LABS

#### 1. Dissection Table



DISSECTION TABLE Size:- L-2100mmx D-900mmxHt-900mm: Frame made of MS CRCA tube, 30mm x 30mm. Fitted with SS top 304 grade with Blood collection dramn. Made of 22 gauge MS CRCA Tube. MS Components must be powder coated.

#### 2. Semi Modular Lab "Lab SDU:



Size:-Length:1200mm, Width:- 750mm, Height:-750mm, Storage depth is 560 mm & top overhang by 190mm at front. Body part made-up of prime quality cold rolled close annealed Sheet Use only MIG/TIG & Spot welding for fabrication. Top made of 25mm thick pre-laminated particle board. Side Edges covered with PVC edge band on edge bending machine. One adjustable shelf inside storage. Locks Ebco / Doorset cylindrical. All steel components are epoxy powder coated followed by seven tanks anti corrosion treatment of surface. The overall appearance of the product shall be as per photograph.

Lab Rack Both Side (Main Unit):

Size:- Length: 1000mm, Depth:300mm, Height: 600mm. Bottel Rack Structure made up of prime quality MS cold rolled close annealed sheet 20G & 22G thk 3 fold press form side panel with dia 9mm holes in each panel throughout the height at 25mm pitch for adjustability of shelves. All steel components are epoxy powder coated after seven tanks anti corrosion treatment of surface. Powder coating thk. 50-60 micron. Price may be quoted in Running Metre in Length after site visit.

#### 3. Modular Lab



Supply and Installation of Laboratory Workbenches/Storage units/Island tables including granite worktops and other supporting structures/hardware's based on the specified areas of various sizes in the layout. This includes delivery to the site, unloading the consignment and transporting it from the place of storage to the installation site. The steel laboratory furniture manufacturer shall provide work tops and casework all manufactured & shipped with proper packing & should take the full responsibility of the entire Scope of Works as specified in the tender. Furniture shall meet the performance requirements and should follow SEFA 8 guidelines. All C-Frames assemblies should be manufactured from standard hollow metal sections; confirming to I.S. Code 7138:1973 (Indian Standard specification for steel tubes for

furniture) and all sheet metal components should be of CRCA confirming to IS Code 513:1994. The suspended under-bench welded units should be supported on heavy-duty steel frames fully carrying the load of worktops. Its superior strength combined with aesthetically appealing end caps shall give maximum flexibility and modularity while making a layout. C-frame should be constructed from a rectangular pipe with a cross section of 60mm x 30mm and should be 2 mm thick and should be without a vertical front leg to give a clean look. This shall provide more knee space or leg space and would facilitate uninterrupted lateral movement of the under-bench units within the bench run. The C-frame legs should be supplied with adjustable feet (tolerance from -5mm to +20mm) to correct the unevenness of flooring. The tubular enclosed type construction shall discourage dust accumulation and unwanted development of bacteria & fungus. Drainage gradient should be well adjusted throughout the length of table and should have horizontal supports for drainage systems. The structure should have a removable back panel to provide access for maintenance throughout the length of table. The C-frame shall also have skirting at back bottom side. It should be suitable for sitting and standing nominal heights of 750mm & 900mm respectively. The nominal table depths should be 620 mm, 770 mm and 920 mm for wall side and 1240mm, 1540mm, 1840mm for Island tables. The Corner Units shall fit well with 770mm & 920mm table depths. All framework is should be pre-treated with superior pure epoxy powder coated finish.

The C-Frames should be for suspended storage cabinets or for cabinets that can slide through-and-through from one end of the workbench to the other through C-Frames (configuration depends upon the Schedule of Quantities as per the layout). Proper Inspection of site /measurements to be done before execution of the work .Fixed-Type reagent shelves should be provided. It should be complete modular design consisting of 2 stage horizontal storage shelves made of CRCA MS with pure epoxy powder coating and having cutouts for electrical switches and sockets. It should have provision for placing Granite pieces (as per requirement in BOQ).Depending upon BOQ requirement, height adjustable shelves should be provided between uprights with 1" of height adjustability. Complete modular design consisting of 2 stage horizontal storage shelves. The ends and intermediate vertical supports should be 2mm thick aluminum extrusion with MS brackets of 2 mm thick.Toughened glass should be put-on over these shelves for taking care of bottle marks/corrosion. Provision of WELDED UNDER-BENCH STORAGE/ OVERHEAD CABINETS must be there as per the requirement while execution

#### F Beds

#### 1 Single Bed including guest House



Supplying and placing of bed of the following specifications. The overall size of the bed should be 1131mm (W) x 2060mm (L) x 930mm (H) x . Bed structure should consist of metal frames made of M.S. Channels in 1.0 mm Thickness. Bed shall be made of 18 mm thick Prelaminated Particle Board with all the exposed edges are edge banded with 0.8 mm thick PVC edge banding. 18mm thick Prelaminated Particle Board in Walnut Shade. Metals frames should be powder coating in shade Mat Black to the Thickness of 50 microns (+ -10). The bed shall be provided with one coir mattress of 4 mm inch thickness. Brands for Mattress: Dunlop, Godrej, Sleepwell. The work shall be carried out as per the instructions received from engineer in charge.

#### 2 Double Bed



BED 1800X1200 With Side table 600x600x450, Bed made of 18mm thick pre lamimated particle board.

### 3 Study Chair



Study Chair Overall Size:-Overall H: 830mm, Seat h: 460mm, D: 580mm, W: 535mm: Under Structure made of 19mm dia MS cold rolled close annealed tube 1.2 mm thick, duly powder coated after anti corrosion treatment of surface. Seat and back are made of 12mm thick Hot pressed

ply wood with high density PU foam, upholstered with fine quality fabric. Arms Tubular. Steel components are epoxy powder coated followed by seven tanks anti corrosion pretreatment of surface. Overall appearance as per photograph. Upholstery 0.6 Mtr.

#### 4 Wardrobe for Hostel Rooms



Wardrobe of approx. Dimension (2400 x 1500 x 600 mm)

Shelves to be fabricated as per design using 20mm stone slab, fitted with flat hard chrome coat hanger bar.

Powder coated CR sheet shutters to be fitted as per the actual dimension of wardrobe at site; frame to be made of 22 gauge 3"wide CR sheet with chrome plated latch handle.

#### 3 Side Table



Providing and Placing Bed Side table of overall depth=450mm, width=440mm,height=510mm. Body and drawer panels of Bed side table are made of 18 mm thick Prelaminated Particle Board. All the exposed edges are edge banded with 0.8 mm thick PVC edge banding. Side panels are made of 18 mm thick Prelaminated Particle board with imported H.D.F. foil wrapped decorative trim fixed on to it. Colour - walnut shade. The work shall be carried out as per the instructions received from engineer in charge.

#### GENERAL TECHNICAL SPECIFICATIONS

#### **GENERAL POINTS:**

- **Note 1:** Tenderer's attention is drawn to GIT clause 18 and clause 11. The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.
- Note 2: All metal Structure would be treated by seven tanks process for Powder Coating Paint i.e. Digressing (1<sup>st</sup> Tank), Water Rinsing(2<sup>nd</sup> Tank), Dirusting By Acid (3<sup>rd</sup> Tank), Water rinsing (4<sup>th</sup> Tank), Phosphating (5<sup>th</sup> Tank), Water Rinsing (6<sup>th</sup> Tank), Passivation (7<sup>th</sup> Tank) respectively with non electrolytic deep process to produce a protective oxide coating for smooth surface with matt finish anticorrosive automated powder Coating Paint of thickness 40-60 microns and over baked for high resistance to scratch, Chemical, thermal ad mechanical stress. Open ends of the steel pipes would be covered by Nylon caps and buffers.
- **Note 3:** Wherever plywood are required BWR termite proof ISO 9000:14001 grade ISI marked hot pressed commercial ply of the desired thickness should be used.
- **Note 4:** Wherever springs are required the suppliers should supply this furniture with Heavy Duty springs of desired thickness.
- **Note 5:** The picture if provided in the specification is for illustration purposes only and not to scale.

#### **Note 6: Warranty:**

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

#### **Note 7: After Sales Service:**

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

#### Note 8: Watch and Ward

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

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

IS 2202	Wooden flush door shutters (solid core type) particle board face
	rd (part 2) board face panels.
(Part-I)	Operations and workmanship
(Part 2)	Schedule
IS 2380	Methods of test for wood particle boards.
IS 5437	Figured, rolled and wired glass
IS 14900	Transparent float glass-specifications.
IS 277	Galvanized steel sheets (Plain or corrugated).
IS 737	Specification for wrought aluminium and aluminium alloy sheet and
strips t	for general engineering purpose.
IS 801	Code of practice for use of cold formed light gauge steel structural
membe	ers in general building construction.
IS 7178	Technical supply conditions for tapping screw.
IS8183	Bonded mineral wool.
IS 12118	Two parts polysulphide.

IS 12823, 1990 PLB, Pre-laminated particle board.

IS 13871, 1993 Powder coating specification.

IS 3087, 1985 Specification for wood particle boards for general purpose.

IS 2046, 1995 Decorative thermosetting synthetic resin banded laminated sheets specification.

#### INTERNATIONAL STANDARDS

AS1365 Standards for steel manufacturing

AS 1397 A steel sheet & steel hot-dipped zinc coated or aluminium zinc

coated.

AS/NZS 2728 Pre finished/pre painted sheet metal product for interior/exterior

building applications-performance requirement.

AS3566 Self drilling screws for building and construction industry.

BIFMA The Business and Institutional Furniture Manufacturers' Association

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

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

#### Section - VIII

## **Quality Control Requirements**

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

- Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - c. telegraphic address
  - d. telex number
  - e. telephone number
  - f. fax number
- O2 Plant and machinery details
- Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
  - a. normal
  - b. maximum
- O5 Total annual turn-over (value in Rupees)
- Quality control arrangement details
  - a. for incoming materials and bought-out components
  - b. for process control
  - c. for final product evaluation
- 07 Test certificate held
  - a . type test
  - b . BIS/ISO certification
  - c . any other
- 08 Details of staff
  - a. technical
  - b skilled
  - c unskilled

Signature and seal of the Tenderer

#### Section - IX

#### **Qualification Criteria**

- 1. **Status:** The Bidder should be a Manufacturer or its authorized Agent.
- 2. **Turnover:** Eligible Bidders should have a minimum cumulative average annual turnover in the past three financial years (i.e. for 2014-15, 2015-16, 2016-17) to qualify for the number of schedule as mentioned in **Eligibility Table.**
- 3. **Minimum Work of Similar Nature:** Eligible bidders should have successfully executed in last five years from the date of tender opening, similar project of value, equivalent to or exceeding 50% of the estimated schedule/ tender value. Out of total 50% value, at least one single order for similar work of minimum 10% of the estimated schedule/ tender value should have been executed globally. The details of requirement of cumulative schedule values for MWSN (minimum work of similar nature) are mentioned in Eligibility Table. The value of the executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of tenders.

Example/Clarification: Similar Project means that Supply of Furniture meeting major technical parameters irrespective of material of construction.

4. (a) Average Net Worth: Eligible bidders should have an Average Net Worth (i.e. Assets minus Liabilities) for the last five years (i.e. from 2012-13 to 2016-17) of not less than 10% of the cumulative estimated value of work to qualify for the number of schedule as mentioned in **Eligibility Table**.

#### Or

- **(b) Solvency Certificate:** Eligible bidders should submit a solvency certificate issued by a Nationalized / Scheduled bank anytime during the last six month from the date of tender opening, for a value of not less than 30% of the cumulative estimated value of work to qualify for minimum number of schedule as mentioned in **Eligibility Table.**
- 5. **Financial Status:** Eligible Bidders should not have incurred any loss in more than 2 years during the last five years ending 31<sup>st</sup> March 2017 or 30<sup>th</sup> June 2017 or 30<sup>th</sup> September 2017 Audited Profit & Loss account and Balance Sheet (duly notarized copies) for the immediate last five consecutive financial years should be submitted along with the bid.
- 6. **Bid for Complete Schedule/Part Schedule:** Bidder cannot choose to submit bid for part schedule/part sub schedule. If the bid is submitted for part schedule/sub schedule, the same will be termed as non-responsive. A bidder intending to get qualified and considered for award of work for more than one schedule will be required to meet the above qualification criteria on cumulative basis related to experience as well as financials, for such number of schedules.

Eligibil	ity Table:										
e/ dules	Require Schedules	Requirement of Minimum Cumulative Values (In INR) to determine number of Eligible Schedules									
Cumulative Schedule/ Eligible Number of Schedul	Estimated Cost	EMD to be submitted	Average Annual Turnover	Similar Projects executed in last five years for meeting 50% of the estimated cost	Single order executed in last five years for meeting 10% of estimated cost	Avg. Net Worth in last five years for meeting 10% of the estimated cost	Solvency for meeting 30% of the estimated cost				
1	100,000,000	2,000,000	50,000,000	50,000,000	10,000,000	10,000,000	30,000,000				
2	200,000,000	2,000,000	100,000,000	100,000,000	20,000,000	20,000,000	60,000,000				
3	300,000,000	2,000,000	150,000,000	150,000,000	30,000,000	30,000,000	90,000,000				
4	400,000,000	2,000,000	200,000,000	200,000,000	40,000,000	40,000,000	120,000,000				
5	500,000,000	2,000,000	250,000,000	250,000,000	50,000,000	50,000,000	150,000,000				
6	600,000,000	2,000,000	300,000,000	300,000,000	60,000,000	60,000,000	180,000,000				
7	700,000,000	2,000,000	350,000,000	350,000,000	70,000,000	70,000,000	210,000,000				

<u>Important Note</u>: The bidders have to quote for all the schedules while submitting their bids. The purchaser will have the right to award the work for any schedule(s)/site(s) considering bidders eligibility and considering the best benefit (at the least cost) to the purchaser. <u>In case a Bidder intending to get qualified in more than one schedule they should submit EMD accordingly for such number of schedules on cumulative basis. Thus, the bidder must quote for all the schedules mandatorily; otherwise their bid will be summarily rejected.</u>

**Least Cost Method:** - Least cost method to the purchaser means award of work that has least cost to the purchaser.

#### Sample Examples

The below examples have taken only six schedules into consideration for the purpose of demonstrating the method. Actual evaluation will be done for Seventeen (7) schedules.

	Example No	0.1	(I)	(II)	(III)	(IV)	(V)	(VI)
	Bidder	s	Sch. 01	Sch. 02	Sch. 03	Sch. 04	Sch. 05	Sch. 06
	Qualified in No. of Schedules	L1 for sites (Nos.)	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr
A	1	1	14	15	16	19	18	12
В	3	2	12	13	18	18	15	14
C	1	1	16	14	15	16	13	18
D	2	2	18	17	14	15	16	13
Е	1	-	15	20	17	21	19	16
F	3	-	13	14	16	17	14	15
L1 bidder and cost Sch. Wise		B(12)	B(13)	D(14)	D(15)	C(13)	A(12)	
Award to Bidder (based on least cost)		B(12)	B(13)	D(14)	D(15)	C(13)	A(12)	

In this example, the no(s) of schedules for which each bidder is L1 is equal to or less than the no. of schedules for which it is qualified. Therefore, Bidders will be awarded the work on L1 basis for each schedule as per the above table.

	Example N	No.2	(I)	(II)	(III)	(IV)	(V)	(VI)
	Bidders		Sch.	Sch.	Sch.	Sch.	Sch.	Sch.
			01	02	03	04	05	06
	Qualified in No. of schedule s	L1 for sites (Nos.)	Rs. Cr					
Α	1	1	14	15	16.5	19	18	12
В	3	2	12	13	18	18	15	14
С	1	1	16	14	17.5	16.5	13	18
D	1	2	18	17	14	15	16	13
Е	1	-	15	20	17	21	19	16
F	3	-	13	14	16	16	14	15
	bidder and ise	cost Sch.	B(12)	B(13)	D(14)	D(15)	C(13)	A(12)
	Award to E (based on cost)	least	B(12)	B(13)	D(14)	F(16)	C(13)	A(12)

Bidder D is eligible for only one site. However, D is L1 for two sites, i.e. Sch. 03 and Sch. 04.

Case 1: D(L1) for Sch. 03 and F(L2) for Sch. 04 =(14+16)=30.

Case 2: D(L1) for Sch. 04 and F(L2) for Sch. 03 = (15+16)=31.

Thus, by least cost method, D will be awarded Sch. 03 and F will be awarded Sch. 04.

	Example N	[0.3	(I)	(II)	(III)	(IV)	(V)	(VI)
	Bidder	rs	Sch. 01	Sch. 02	Sch. 03	Sch. 04	Sch. 05	Sch. 06
	Qualified in No. of schedule s	L1 for sites (Nos)	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr
A	1	1	14	15	16.5	19	18	12
В	3	2	12	13	18	18.5	15	14
С	1	1	16	14	15	15.5	13	18
D	1	2	18	17	14	15	16	13
Е	1	-	15	20	17	21	19	16
F	3	-	13	14	16	18	14	15
	L1bidder and cost Sch. Wise		B(12)	B(13)	<b>D</b> (14)	D(15)	C(13)	A(12)
	Award to Bidder (based on least cost)		B(12)	B(13)	D(14)	C(15.5)	F(14)	A(12)

Bidder D is eligible for only one site. However, D is L1 for two sites, i.e. Sch. 03 and Sch. 04.

Case 1: D(L1) for Sch. 03, C(L2) for Sch. 04 and F(L2) for Sch. 05 = (14+15.5+14) = 43.5.

Case 2: C(L2) for Sch. 03, D(L1) for Sch. 04 and F(L2) for Sch. 05 = (15+15+14) = 44.

Case 3: D(L1) for Sch. 03, F(L3) for Sch. 04 and C(L1) for Sch. 05=(14+18+13) = 45.

Case 4: F(L3) for Sch. 03, D (L1) for Sch. 04 and C (L1) for Sch. 05 = (16+15+13) = 44

Thus, by least cost method, D will be awarded Sch. 03, C will be awarded Sch. 04 and F will be awarded Sch. 05.

# The above are only sample examples and do not cover all situations. In any and all situations the method and principle of least cost to the purchaser will be followed.

#### Notes:

In support of 2 (a), the bidder shall furnish Performance statement in the enclosed Proforma 'A'

The bidder shall furnish Satisfactory Performance Certificate in respect of above (i.e. Section IX, Qualification Criteria of TED) in case not from India, duly translated in English and duly endorsed by country's Embassy present in India, along with the tender.

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

#### Note:

Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser. The Purchaser reserves the right to ask for a free demonstration of the quoted Goods/Stores at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

## PROFORMA 'A' PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No.	<b>:</b>
Date of opening	:
Time	:
Name and address of the Tenderer	:
Name and address of the manufacturer	:

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

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

#### Signature and seal of the Tenderer

- \*\* The documentary proof will be a certificate from the consignee/end user with crossreference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.
- \*\* The bidders are requested to submit the latest purchase order copies supplied to Government Institutions like AIIMS, PGIMER, JIPMER, Institute of National importance for the specific model quoted along with the price bid.

## Section – X TENDER FORM

Date	
Date	
Date	

To CEO HLL Infra Tech Services Limited Procurement and Consultancy Division B-14 A, Sector -62, Noida -201307, Uttar Pradesh.
Ref. Your TE document Nodated
We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No, dated (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (Description of goods and services) in conformity with your above referred document for the sum as shown in the price schedules attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.
We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section V – "Special Conditions of Contract", for due performance of the contract.
We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.
We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any
(Signature with date) (Name and designation)

Duly authorised to sign tender for and on behalf of

## SECTION – XI PRICE SCHEDULE

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

## SECTION – XII QUESTIONNAIRE

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

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

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

## SECTION - XIII

## BANK GUARANTEE FORM FOR EMD

Wher	eas	(hereinafter called the '	'Tender	er") has submit	ted its quota	ation date	d
	for the	supply of		(hereinafte	r called the	"tender"	)
again	st the purchaser's tender end	uiry No	]	Know all person	is by these pr	resents tha	ιt
we _		_ of		(Hereinafter cal	led the "Ban	k") having	g
	registered office at				_ are bou	und unto	
		_ (hereinafter called	l the	"Purchaser)	in the	sum o	f
		or which payment will an	•				
	binds itself, its successors a				ommon Seal	of the said	d
Bank	thisday of	20 The condition	s of this	obligation are:			
1) 2)	If the Tenderer withdraws the period of validity of th If the Tenderer having bee period of its validity:-	is tender.			_		
	or fails or refuses to a	urnish the performance secept/execute the contracte that the information/door forged	t or	-			
witho note t	andertake to pay the Purcha out the Purchaser having to that the amount claimed by if fying the occurred condition	substantiate its demand, t is due to it owing to the	provideo	l that in its den	nand the Pure	chaser wil	11
•	guarantee will remain in for emand in respect thereof sho	<u> </u>	•		d of tender v	alidity and	d
		(Signature	with da	 te of the authori	sed officer of	f the Bank	.)
				Name and d			r
		••••		s of the Bank an			h

#### **SECTION – XIV**

#### MANUFACTURER'S AUTHORISATION FORM

HLL Infra Tech Services Limited
Procurement and Consultancy Division
B-14 A, Sector -62, Noida -201307, Uttar Pradesh.
Dear Sir,
Ref: Your TE document No dated
We, who are proven and reputable manufacturers of (name and description of the goods offered in the tender) having
of(name and description of the goods offered in the tender) having
factories at, hereby authorise Messrs(name and address
of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.
We also state that we are not participating directly in this tender for the following reason(s):
here).
We further confirm that no supplier or firm or individual other than Messrs.
We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent
We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"
Yours faithfully,
[Signature with date, name, designation and Email] for and on behalf of Messrs
[Name & address of the manufacturers]

## *Note*:

**CEO** 

- (1) This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- (2) Original letter may be sent.
- (3) The purchaser reserves the right to verify this document with its signatory.

## **SECTION - XV**

## BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

HLL Infra Tech Services Limited	
Procurement and Consultancy Divis	sion
B-14 A, Sector -62, Noida -201307,	
2 1 1 1 2, 200001 02, 1 (01000 201007,	
WHEREAS	(Name and address of the supplier) (Hereinafter
called "the supplier") has undertal	(Name and address of the supplier) (Hereinafter ken, in pursuance of contract no
	(description of goods and services) (herein after called "the
contract").	(westing of goods and sortions) (across arior cancer and
,	lated by you in the said contract that the supplier shall furnish
	eduled commercial bank recognised by you for the sum specified
•	with its obligations in accordance with the contract;
· · · · · · · · · · · · · · · · · · ·	o give the supplier such a bank guarantee;
_	firm that we are guarantors and responsible to you, on behalf of
	(Amount of the guarantee in words and
figures), and we undertake to pay y	you, upon your first written demand declaring the supplier to be
in default under the contract and w	rithout 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 specifie	ed therein.
We hereby waive the necessity of y	our demanding the said debt from the supplier before presenting
us with the demand.	
· ·	addition to or other modification of the terms of the contract to
¥ .	of the contract documents which may be made between you and
	e us from any liability under this guarantee and we hereby waive
notice of any such change, addition	
	ch time to cover two months beyond the warranty period from the
date of Notification of Award i.e. up	o to (indicate date).
	(C'
	(Signature with date of the authorised officer of the Bank)
	Name and designation of the officer
	Name and designation of the officer
	Seal, name & address of the Bank and address of the Branch

CEO

#### SECTION - XVI

#### **CONTRACT FORM - A**

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

(Address of the Purchaser/ Office issuing the contract	•		
Contract No	dated		
This is in continuation to	this office's Notification	on of Award No	dated
1. Name & address of the	Supplier:		
2. Purchaser's TE docume No, date	nt No dated_ d (if any), issu	and subued by the purchaser	sequent Amendment
3. Supplier's Tender No dated connection with this ten	(if any), exc	and subsequent changed between the	communication(s) supplier and the purchaser in
	aphs 2 and 3 above, sha		ch are included in the document form and be read and construct
(ii) Special Co (iii) List of Re (iv) Technical	Specifications;		
, , -	ontrol Requirements;	nlier	

- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

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

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

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

## HLL Infra Tech Services Limited

Any other additional services (if ap	plicable) and cost thereof:
	(In words)
(ii) Delivery schedule	
(iii) Details of Performance Security	
(iv) Quality Control	
(a) Mode(s), stage(s) and place(s) of	<b>U</b> 1
(b) Designation and address of purch	aser's inspecting officer
(v) Destination and despatch instructions	
(vi) Consignee, including port consignee, in	fany
6. Warranty clause	
7. Payment terms	
8. Paying authority	
	(Signature, name and address
	of the Purchaser's/Consignee's authorised official) For and on behalf of
Received and accepted this contract	
(Signature, name and address of the supplier's exe	cutive
duly authorised to sign on behalf of the supplier)	
For and on behalf of	
(Name and address of the supplier)	
(Seal of the supplier)	
Date:	
Place:	

## SECTION - XVII

<u>CONSIGNEE RECEIPT CERTIFICATE</u>
(To be given by consignee's authorized representative)

The to	ollowing store (s) has/have been received in g	ood condition:
1)	Contract No. & date	:
2)	Supplier's Name	:
3)	Consignee's Name & Address with telephone No. & Fax No.	:
4)	Name of the item supplied	:
5)	Quantity Supplied	:
6)	Date of Receipt by the Consignee	:
7)	Name and designation of Authorized Representative of Consignee	:
8)	Signature of Authorized Representative of Consignee with date	:
9)	Seal of the Consignee	

## SECTION - XVIII **Proforma of Final Acceptance Certificate by the Consignee**

No	
Date	
To M/s	
Subject: Certificate of commissioning of equipment/plant.	
This is to certify that the Goods/Storesas detailed below has/have been received in goo conditions along with all the standard and special accessories and in accordance with th contract/ specifications. The same has been	
(a) Contract No dated	
(b) Description of the equipment(s)/plants:	
(c) Quantity:	
(d) Receipt/ Goods Consignment Note no dated	
(e) Name of the Transporters:	
(f) Name of the Consignee:	
(g) Date of acceptance:	
(h) Remarks if any:	
Signature	
Name	
Designation with Stamp/Seal	

## Section - XIX

## **Consignee List**

Sl. No.	Name of Hospital and Address	State
1	Government Medical College Chhindwara, Near T. B. Sanatorium, Chhindwara, M.P.	Madhya Pradesh
2	Government Medical College, Datia Thandi Sadak, Near 29 <sup>th</sup> Batallian, NH – 75, Datia, 475661,M.P	Madhya Pradesh
3	Government Medical College, Khandwa Love Kush Nagar, Khandwa, 450001 Madhya Pradesh	Madhya Pradesh
4	Government Medical College, Ratlam Village- Banjali Sailana Road, Ratlam, M.P.	Madhya Pradesh
5	Government Medical College, Shahdol Village Champa, Kudri Road, Near New Bus stand, Shahdol, MP.	Madhya Pradesh
6	Government Medical College, Shivpuri Gwalior Highway, Near Katha mil, Shivpuri (M.P).	Madhya Pradesh
7	Government Medical College, Vidisha Sanchi Road, Vidisha (M.P).	Madhya Pradesh