Amendment No.3

Date: 06/09/2016

Sub: Amendment to the Tender Enquiry Document

Ref: NIT No.: HLL/BME/EMI-EMC-01/16-17 Dated 22.06.2016 and subsequent amendment(s)

The following changes are being incorporated in the referred tender enquiry.

For:

SECTION I

NOTICE INVITING TENDERS (NIT)

Sl. No.	Description	Schedule
i.	End Date of download of tender enquiry document	09.09.2016
v.	Closing date & time for submission of tender fee and EMD in physical form	09.09.2016, 1300 Hrs (IST)
vi.	Due date & time for submission of tender in e-Portal	09.09.2016, 1500 Hrs (IST)
vii.	Date and Time of opening of Techno – Commercial tenders	09.09.2016, 1600 Hrs (IST)

Note: If EMD is submitted in the form of BG, then the validity of the BG should be at least 165 days from the date of tender opening, i.e. up to 21.02.2017.

Read As:

Sl. No.	Description	Schedule
i.	End Date of download of tender enquiry document	23.09.2016
v.	Closing date & time for submission of tender fee and EMD in physical form	23.09.2016, 1300 Hrs (IST)
vi.	Due date & time for submission of tender in e-Portal	23.09.2016, 1500 Hrs (IST)
vii.	Date and Time of opening of Techno – Commercial tenders	23.09.2016, 1600 Hrs (IST)

Note: If EMD is submitted in the form of BG, then the validity of the BG should be at least 165 days from the date of tender opening, i.e. up to 07.03.2017.

For:

<u>IMPORTANT NOTE</u> :-Tender fee (Rs.10,000/-) and EMD (As applicable) should be deposited in the Tender Box located at HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before 09.09.2016, 1300 Hrs (IST).

Read as:

IMPORTANT NOTE :-Tender fee (Rs.10,000/-) and EMD (As applicable) should be deposited in the Tender Box located at HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before 23.09.2016, 1300 Hrs (IST).

SECTION – IV GENERAL CONDITIONS OF CONTRACT (GCC)

For:

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

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

Read As:

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

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

For:

11. Insurance:

ii) supply of the imported goods **DDP basis**, the supplier shall arrange and pay for marine/air insurance making the consignee as beneficiary. The additional extended Insurance (local transportation and storage) would also be borne by the Supplier from the port of entry to the consignee site for a period including 6 months beyond date of delivery. The insurance shall be taken for an amount equal to 110% of overall expenditure to be incurred by the purchaser for receiving the goods at consignee's site.

Read As: 11. Insurance:

ii) in case of supply of the imported goods on **CIP** Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 6 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

For:

• The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire turnkey system being offered, at short notice during the warranty and post warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within 1 working days' notice.

Read As:

• The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire turnkey system being offered, at short notice during the warranty and post warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within 3 working days' notice.

Troubleshooting and rectification of failure or maintenance issue should not be extended more than 1 week. Extension more than a week will incur penalty as per CMC or warranty agreement terms and condition.

For:

15.4 Upon receipt of such notice, the supplier shall, within **1 working day** on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. A 95% uptime warranty is required. Supplier should maintain a logbook during warranty period. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.

Read As:

15.4 Upon receipt of such notice, the supplier shall, within **3 working day** on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. A 95% uptime warranty is required. Supplier should maintain a logbook during warranty period. The supplier shall take over the replaced parts/goods after providing their replacements and no claim,

whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.

For:

15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within **1 working day** hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

Read As:

15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within **3 working day** hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

For:

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

Payment shall be made in Indian Rupees as specified in the contract in the following manner: a) **On inspection:** Twenty Five (25) % payment of the delivered goods price shall be paid upon the submission of the following documents:

- Inspection certificate issued by the client

b) On delivery:

Fifty (50) % payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

(vii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

(viii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;

(ix) Two copies of packing list identifying contents of each package;

(x) Inspection certificate issued by the nominated Inspection agency, if any.

(xi) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;

(xii) Certificate of origin.

(vii) Manufacturer's warranty certificate

c) Twenty Five (25) % payment of the delivered goods price shall be paid on installation and commissioning upon submission of following document:-

'Final Acceptance Certificate' (FAC) as per Section XVIII issued by the end user.

FAC need to be issued by the designated consignee after installation, commissioning, testing and

one month of successful trial run of the equipment.

B) Payment for Imported Goods:

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

a) On inspection:

Twenty Five (25)% of the net CIP price (CIP price less Indian Agency commission) of the goods shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- Inspection certificate issued by the client

b) On Shipment:

Fifty (50)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

(x) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

(xi) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;

(xii) Four Copies of packing list identifying contents of each package;

(xiii) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;

(xiv) Manufacturer's/Supplier's warranty certificate;

(xv) Manufacturer's own factory inspection report and

(xvi) Certificate of origin by the chamber of commerce of the concerned country;

(xvii) Deleted

(xviii)Consignee Receipt Certificate

c) Twenty (25)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country **after Testing, Installation and commissioning** and upon submission of the following document

'Final Acceptance Certificate' (FAC) as per Section XVIII issued by the end user.

FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

Read As:

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) On delivery:

Seventy (70%) payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Manufacturer's warranty certificate
- b) Twenty (20%) payment of the delivered goods price shall be paid on installation and commissioning upon submission of following document:-

Installation and commissioning certificate in original issued by the consignee

c) On Acceptance:

Balance Ten (10%) payment of the delivered goods value would be made against 'Final Acceptance Certificate'(FAC) 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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

d) Payment of Other services, installation commissioning charges:- Payment of other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee.

B) Payment for Imported Goods:

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

a) On Shipment:

Seventy (70)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;

- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VARITUS and TUV prior to despatch.
- (ix) Consignee Receipt Certificate
- b) Twenty (20)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of the following document

i) Installation and commission certificate issued by the end user

c) On Acceptance:

Balance payment of 10% of net CIP price of goods would be made against 'Final Acceptance Certificate'(FAC) as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

SECTION - VI

LIST OF REQUIREMENTS

For:

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

4 months from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

Installation & commissioning shall be completed within 6 months of receipt of stores/goods at site or within 6 months of handing over the site of installation (complete in all respect) by the consignee, whichever is later. The date of handing over the site has to be intimated by the supplier to the purchaser.

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

b) For Imported goods directly from foreign:

4 months from date of opening of L/C for delivery at consignee site. (Tenderers may quote the earliest delivery period).

Installation & commissioning shall be completed within 6 months of receipt of stores/goods at site or within 6 months of handing over the site of installation (complete in all respect) by the consignee, whichever is later. The date of handing over the site has to be intimated by the supplier to the purchaser.

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

Read As:

Part II: Required Delivery Schedule:

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

11 months from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

Installation & commissioning shall be completed within **4 months** of receipt of stores/goods at site or within **4 months** of handing over the site of installation (complete in all respect) by the consignee, whichever is later. The date of handing over the site has to be intimated by the supplier to the purchaser.

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

b) For Imported goods directly from foreign:

11 months from date of opening of L/C for delivery at consignee site. (Tenderers may quote the earliest delivery period).

Installation & commissioning shall be completed within **4 months** of receipt of stores/goods at site or within **4 months** of handing over the site of installation (complete in all respect) by the consignee, whichever is later. The date of handing over the site has to be intimated by the supplier to the purchaser.

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

Part VII:

For:

b) For Imported goods directly from abroad: The foreign tenderers are required to quote their rates on DDP basis at consignee site.

Read As:

b) For Imported goods directly from abroad: The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

Section – VII Technical Specifications

For:

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 1 working day. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

Read As:

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within **3 working days**. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

	For: B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD													
1	2	3	4						5					
Schedule/	Brief	Country of	Quantity					Pr	ice per unit (C	urrency)				
Items	Description	Origin	(Nos.)											
	of Goods			Gross FOB price	Amount and	Net FOB	Insurance	Net	Custom	Custom	Loading/	Installation	Unit price on I	DDP basis
				at sea/air port of	percentage of	(excluding	& Freight	CIP	Duty	Clearance	unloading,	commissioning,	at consignee's	site
				Lading (inclusive	Agency	Agency	-	by	amount as	&	inland	supervision.	-	
				of Agency	Commission	Commission)		Air/	% of Net	Handling	transportation,	Demonstration		
				Commission)	**	(a-b)		Sea at	CIP	Charges	insurance as per	& training at		
								the	(amount	**	Clause 11 of	the consignee's	(i) In Indian	(ii) In
								port of	with		GCC &	site	Rupees	foreign
								entry	CDEC or		incidental cost	**	(b+f+g+h+i)	currency
								(c+d)	as		till consignee's			(e)
									applicable)		site			
									**		**			
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	

Total price at Consignee's site

column 4 x (b+f+g+h+i) Rs (In figures and words) ** (i) In Indian Rupees

column (4 x e) (In figures and words) (ii) In foreign currency

Note: -

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of DDP and INCOTERMS

2. The bidders break up of prices under various columns are for comparison of prices up to delivery of goods at consignee's site for tender evaluation.

3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.

4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.

5. The prices quoted in foreign currency in column (e) shall be converted in Rupees at the selling rate of exchange applicable on the date of price tender opening. The customs duty at a uniform rate of 16.27% on net CIP value in rupees will be added to CIP price for evaluation and equitable comparison of tenders on DDP basis.

Place:_____

Date:

Seal of Tenderer

Name

Business address

Signature of Tenderer

<u>Read As -B</u>) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4		5						6	5
Schedul e	Brief Description		Quantity (Nos.)		x 1'		Price per uni				Total pric	ce on CIP
	of Goods		. ,	FOB price at port/ airport of Lading		Net FOB (b)	Freight & Insurance (port of loading to port of	Unit Price on CIP named port of Destination (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and	of entry to the consignee site for a	Named Destin 4X S	Port of nation 5 (e)
					(a)		entry) and other Incidental costs		Training) at the Consignee's site** (e)	period including 6 months beyond date of delivery**	In foreign currency	In Indian Rupees
							(c)			(f)	4*d	4*(a+e+f)

** To be paid in Indian Currency (Rs.)

(A) Total Tender price in foreign currency:

In words: _____

(B) Total Tender price in Indian Rupees:

In words:

Note: -

- 1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
- 2. The charges for Annual CMC after warranty shall be quoted separately as per Section XI Price Schedule C
- 3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable

4. Custom duty @ 16.27% and 2% C& F charges will be added to the CIP price to arrive at the DDP price for evaluation purpose.

Indian Agent:

Indian Agency Commission - ___% of FOB Signature of Tenderer_____%

Place: _	
Date:	

 Name______

 Business Address______

 Signature of Tenderer______

 Seal of the Tenderer______

All other contents of the tender enquiry including terms & conditions remain unaltered.

<u>Note:</u> i) Prospective Bidders are also advised to check the website regularly prior to the closing date and time of online submission of bids.

Clarification on the representation made by the bidders for HLL/BME/EMI-EMC-01/16-17 tender.

Sl.no.	Tender Specification	Representation	Decision by the committee
1.	Performance Statement as per section IX along with relevant copies of orders and end users'	We can provide Performance statement along with PO copies hiding the price part. Due to contractual obligation we are not supposed to expose other vendor pricing.	Performance statements and PO copies may exclude/hide the prices in Techno- commercial bid.
2.	Along with price bid recent purchase order copies for the same model and technical Configuration issued by institute of National importance / reputed central / state government institute should be uploaded in pdf form for price reasonability.	Due to contractual Obligation we are not supposed to share PO copies of other Customer. We can give reference details.	
3.	Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 6 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;	For indigenous items, delivery terms will be FOR, HLL, Noida. However HLL should provide suitable storage area to store the Materials till the installation is completed. Requirement of storage area will be shared accordingly	Storage Area will be provided by HLL. However Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 6 months beyond date of delivery.
4.	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,	We will not be responsible for storage construction etc. HLL to provide suitable Storage area.	

	I	[,,
	insurance, freight and		
	delivery, installation, testing		
	commissioning etc at site		
	including 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		
1	completion of work. Octroi		
1	duty shall be paid separately		
1	but the department on		
1	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; and		
	ii) Providing required jigs and		Vendors are required to check
	tools for assembly, minor		the site for installation (civil
	civil works required for the		construction, electrical etc in
	completion of the installation.		the area planned for
			EMI/EMC). All tools, jigs etc
			required by vendor during
			installation has to be informed
1			
1			to HLL in advance and a
			consensus for the same has to
			be obtained.
1	Complete system including	Consumables such as	List of consumable and cost
	labour & spares should have	catriges, Battery etc will	for the same, shall be provided
1	comprehensive onsite	not be covered under	till end of CMC.
	warranty for one year	warranty. Please clarify	HLL need Accredited
1	extendable upto 3 yrs ;	whether to quote	Calibration during warranty
	commencing from the date of	Accredited or traceable	period and CMC period.
1	issue of installation certificate	calibration certificate for	Calibration interval for
1	(FAC) by the institute. The	extended Warranty	Systems part is as per OEM
1	price for extendable warranty	period	Recommendation
	should be quoted separately		
1	for next 2 yrs with year wise		
	break up post one year		
	warranty Post guarantee		
1	annual comprehensive		
L		1	

maintenance contract (CMC) to cover main equipment/ civil construction including all accessories supplied with the unit should be quoted separately for additional five years with year wise break up. The price comparison shall be made taking into account on basic price and post warranty CMC.		
No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.	Our warranty conditions will be provided along with the proposal. However Mishandling cannot be included in warranty. Manufacturing defects are covered under warranty.	Agreed on mishandling issues, conditionally. The vendor should certify the HLL designated experts and facility in charge are trained to avoid mishandling issues.
Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work. No conditional warranty will be acceptable.	Consumable and wear and tear materials will not be covered under warranty	Consumables may be removed for CMC or warranty. Consumables shall only include items that can be replenished by HLL operator/technical/engineer for day to day operation of equipment. The quality assurance of consumables shall be the responsibility of vendor.

In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main Equipment.	Not clear. Total warranty will be 1yrs. After rectification of any items the warranty of the particular items will be covered within the standard 3 yrs warranty itself. No extended warranty will be provided apart from the standard warranty of 1 Years. In any case the total warranty (including any repair within this time) will be 1 Years from the date of Dispatch pof materials	In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main Equipment. Clarification: All rectified/replaced defective goods or parts shall be covered under CMC taken on equipment or device. Warranty should be present for atleast 1 year after dispatch of material used for replacement of defective part or goods.
Plastic & Glass Parts against any manufacturing defects.	Not covered under warranty	May not be changed
UPS including the replacement of batteries.	Batteries are consumables hence not covered under warranty	May not be changed
The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.	Due to contractual obligation and Company confidentiality the internal information cannot be shared.	Supplier or vendor shall inform purchaser in writing the name, contact person and roles and responsibility handed over to sub- contractors. But the financial agreement made with the sub- contractor is not required to be be shared with the purchaser.
Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.	Supplier shall be responsible for all Taxes, duties, Fee Levies outside India. All taxes,duties, fees, levies etc incurred within India will be HLL responsibility	For Indigenous goods supplier is responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser. However for imported items delivery may be consider on CIP basis.
FAC as per Section XVIII issued by end user. FAC need to be issued by the designated Consignee after installation ,commissioning, testing and	FAC will be issued by the designated consignee after installation, commissioning, testing of the equipment	FAC as per Section XVIII issued by end user. FAC need to be issued by the designated Consignee after installation ,commissioning, testing and

one months of successful trail		one months of successful trail
run of the equipment		run of the equipment
The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract valid till 2 months after expiry of entire CMC period.	 Bank guarantee will be for an amount Equivalent to 2.5% of the cost of CMC Value valid for 2 months after expiry of entire CMC Period. Please clarify below points under warranty and CMC period . Do HLL need Accredited Calibration or Factory traceable calibartion during warranty period and CMC period . Calibration interval for instrument will be as per OEM Recomendation . Please mention the calibartion interval for Chamber as its not defined in any standard or by any OEM. 	HLL need Accredited Calibration during warranty period and CMC period. Calibration interval for Systems part is as per OEM Recommendation
 The price for extendable warranty should be quoted separately for next two years (inclusive of calibration Charges) with year wise break up post one year warranty. Calibration charges beyond 2.Calibration - Accredited Calibration during warranty period shall be offered free of cost. Beyond the warranty period provide the schedule of calibration listing following: item name, calibration frequency, time taken for calibration. Cost of calibration will not be taken in the price bid evaluation. 	It is not clear from the above statements whether the calibration charges (under extendable warranty up to 3 years) are required to be quoted separately and/or will be taken into price bid evaluation. Please clarify. Please clarify whether to quote accredited calibration or Non Accredited / traceable calibration during standard warranty period also clarify the same for extended warranty and CMC period. Calibration interval for Systems part is as per OEM Recommendation,	Price for extendable warranty should be quoted separately for next two years (inclusive of calibration charges) with year wise break up post one year warranty. calibration charges Beyond the warranty period will not be taken in the price bid evaluation HLL need Accredited Calibration during warranty period and CMC period. Calibration interval for Systems part is as per OEM Recommendation

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		However Chamber	
		Calibration interval	
		should be decided by	
		vendor as there is no	
		fixed interval for	
		Chamber . We	
		Understand that	
		Accredited Chamber	
		Calibration should be	
		performed during Project	
		handover as per	
		standards mentioned in	
		tender ie EN 50147-1(
		Shielding test), CISPR	
		16-1-4(NSA and	
		SVSWR), EN 61000-4-	
		3(Field Unifirmity),	
		ANSI	
		C latest editions Please	
		clarify. Request you to	
		also clarify wethere	
		Chamber accredited or	
		non accredited	
		Calibration is required as	
		per the standards	
		mentioned ie EN 50147-	
		1(
		Shielding test), CISPR	
		16-1-4(NSA and	
		SVSWR), EN 61000-4-	
		3(Field Unifirmity),	
		ANSIC latest editions	
		during extended	
		Warranty and CMC also	
		mention the intervals for	
		the same along with	
		duration	
		uulanon	
	Warranty period as per details		
	in general technical		
	specification and as specified		
	in Part I above. Warranty	Warranty period will	
	period will be 1 year from the	start from the date of	May not be changed
	date of installation,	dispatch of materials	May not be changed
	commissioning and	unsparen of matchais	
	acceptance extendable upto		
1	three years.		