

**TENDER DOCUMENT**

**FOR**

**SUPPLY OF OFFICE FURNITURE AT SURGERY  
HALL (BLALOCK THEATRE), 2<sup>ND</sup> FLOOR  
HOSPITAL BLOCK & MEDICINE SEMINAR HALL,  
3<sup>RD</sup> FLOOR HOSPITAL BLOCK,  
JIPMER, PUDUCHERRY**

**TENDER NO: HLL/IDD/CHN/18-19/19**

**Dated: 14.12.2018**



**HLL LIFECARE LTD**  
**(A GOVT. OF INDIA ENTERPRISES)**

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Dhanvantari Nagar,  
Puducherry – 605006  
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**SECTION - I NOTICE INVITING TENDERS (NIT)****HLL LIFECARE LIMITED****Tender Enquiry No: HLL/IDD/CHN/18-19/019****Dated: 14.12.2018**

1. HLL Lifecare Limited, (HLL) on behalf of Jawaharlal Institute of Post Graduate Medical Education and Research (JIPMER) Puducherry invites bids from firms / contractors of repute in two envelope system for the following procurement/work:

| <b>Item No.</b> | <b>Description of Items</b>   | <b>Estimated cost.</b> | <b>E.M.D. Amount</b> |
|-----------------|---|------------------------|----------------------|
| 1               | Supply of office furniture at Surgery Seminar hall (Blalock Theatre), 2 <sup>nd</sup> floor Hospital block and Medicine Seminar hall, 3 <sup>rd</sup> floor Hospital block, JIPMER, Puducherry. | Rs. 23,54,800 /-       | Rs. 47,096 /-        |

2. Tender No.: HLL/IDD/CHN/18-19/019

| <b>Sl No.</b> | <b>Description</b>   | <b>Schedule</b>  |
|---------------|--|--|
| i.            | Starting dates & closing date of downloading the documents | 14.12.2018 to 21.12.2018   |
| ii.           | Cost of the Tender Enquiry Document                        | Rs. 2360 /- (Rs.2000+18% GST)<br><b>as Demand draft or Banker's Cheque in favour of HLL Infra Tech Services Limited payable at Thiruvananthapuram (to be enclosed in the Techno-commercial tender)</b> |
| iii.          | Closing date & time for receipt of Tender                  | 21.12.2018, 15:00 Hrs. (IST)   |
| iv.           | Time and date of opening of Techno – commercial tenders    | 21.12.2018, 15:30 Hrs. (IST)   |
| v.            | Venue of Opening of Techno - Commercial Tender             | HLL Lifecare Limited,<br>JIPMER, Puducherry  |

3. Tenderer may download the tender enquiry documents (a complete set of document is available on website) from the web site [www.lifecarehll.com](http://www.lifecarehll.com) , [www.jipmer.edu](http://www.jipmer.edu) and CPP portal and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 2 above.
4. Tenderers shall ensure that their tenders, complete in all respects, are submitted at **HLL Lifecare Limited, JIPMER, Dhanvantri Nagar, Gorimedu, Puducherry-605006, Telephone: 04132298295** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
5. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organization, the tenders will be sold/received/opened on the next working day at the appointed time.
6. All Tenders must be accompanied by EMD as specified in Para 1 above. Tenders without EMD shall be rejected.
7. The purchaser reserves the right to accept or reject any tender either in full or part without showing any reason.

For and on behalf of **JIPMER**

**DGM (Civil),  
HLL Lifecare Limited,  
JIPMER Campus, Dhanvantri Nagar,  
Gorimedu, Puducherry - 605006.**

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

### A -PREAMBLE

#### 1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) **“Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) **“Tenderer”** means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, scientific/laboratory equipments, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (v) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) **“Earnest Money Deposit” (EMD)** means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) **“Consignee”** means the Hospital/Dispensaries/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 dispatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.

- (x) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) **“Day”** means calendar day.

### 1.3 Abbreviations:

- (i) **“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) **“GST”** means Goods and Service Tax
- (xvii) **“RR”** means Railway Receipt
- (xviii) **“BL”** means Bill of Lading
- (xix) **“FOB”** means Free on Board
- (xx) **“FCA”** means Free Carrier
- (xxi) **“FOR”** means Free On Rail

(xxii) Deleted

(xxiii) Deleted

(xxiv) “**DDP**” means Delivery Duty Paid named place of destination (consignee site)

(xxv) “**INCOTERMS**” means International Commercial Terms as on the date of Tender Opening

(xxvi) “**JIPMER**” means Jawaharlal Institute of Post Graduate Medical Education and Research (JIPMER) Puducherry .

## **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 quantity, delivery schedule, terms and place of delivery.

2.2 This section (Section II - “General Instructions to Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

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

## **3. Deleted**

## **4. Language of Tender**

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

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

**7. Tendering Expense**

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

**B. TENDER ENQUIRY DOCUMENTS**

**8. Content of Tender Enquiry Documents**

- 8.1** In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:
- A) Section II – General Instructions to Tenderers (GIT)
  - B) Section III – Special Instructions to Tenderers (SIT)
  - C) Section IV – General Conditions of Contract (GCC)
  - D) Section V – Special Conditions of Contract (SCC)
  - E) Section VI – List of Requirements
  - F) Section VII – Technical Specifications
  - G) Section VIII– Quality Control Requirements
  - H) Section IX – Qualification Criteria
  - I) Section X – Tender Form
  - J) Section XI – Price Schedules
  - K) Section XII– Questionnaire
  - L) Section XIII– Bank Guarantee Form for EMD
  - M) Section XIV– Manufacturer’s Authorization Form

- N) Section XV – Bank Guarantee Form for Performance Security
- O) Section XVI– Contract Forms A, B & C
- P) Section XVII – Proforma of Consignee Receipt Certificate
- Q) Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- R) Section XIX – deleted
- S) Section XX – Check List for the Tenderers
- T) Section XXI– Consignee List

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

## **9. Amendments to TE Documents**

- 9.1** At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE Documents by issuing suitable amendment(s) to it.
- 9.2** Such an amendment will be notified in website [www.lifecarehll.com](http://www.lifecarehll.com), [www.jipmer.edu.in](http://www.jipmer.edu.in) and CPP portal only.
- 9.3** In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## **10. Clarification of TE Documents**

- 10.1** A tenderer requiring any clarification or elucidation on any issue of the TE Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the purchaser receives the same

## **C. PREPARATION OF TENDERS**

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

- 11.1** The Two Tender System, i.e. “Techno-Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:
- A) Techno-Commercial Tender (Unpriced Tender)
    - i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.

- ii) Tender Form as per Section X
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Balance sheet and profit & loss account for the last 3 years. Turn over for the last 3 years attested by Chartered accountant.
- v) Power of Attorney/Authorization in favor of signatory of TE documents
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of purchase orders and end users satisfaction certificate.
- viii) Deleted.
- ix) Certificate of Incorporation of the bidder wherever applicable.
- x) Checklist as per Section XX.
- xi) Copies of GST registration certificate and PAN Card.
- xii) Statement of deviations parameter wise from tendered technical requirement, if any.
- xiii) Statement of deviations para wise from tendered commercial conditions, if any.

**B) Price Tender:** Price Schedule(s) as per Section XI filled up with all the details including Make, Model, Name of manufacturer, etc. of the goods offered with indicating prices In case of imported goods Manufacturer's Original Proforma Invoice should also be submitted.

**N.B:**

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

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

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

- i) A "Sole Proprietor" of the firm or constituted attorney of such Sole Proprietor.

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

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

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

## **12. Tender currencies**

**12.1** The tenderer 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. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.

**13.2** If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules.

**13.3** The price quoted by the tenderer for indigenous goods shall not be higher than the lowest

price charged for the goods of the same nature, class or description to an individual/ firm/ organization or department of Govt. of India.

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

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

A) 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:

- i) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- ii) Deleted
- iii) charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- iv) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- v) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- vi) Deleted.

B) Deleted.

**13.5** The Purchaser will pay the necessary taxes wherever applicable, which will be included in the total price.

**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** Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

- A) 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.
- B) The ownership of the Furniture/supplies/equipment/goods belongs to JIPMER, Puducherry.

**14. Indian Agent – 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.
- 15.2** However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

**16. Alternative Tenders**

- 16.1** Alternative Tenders are not permitted.
- 16.2** Deleted

**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 authorized 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 misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

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

**19.1** Pursuant to GIT clauses 8.1 and 11.1(B), 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 tenderers unwarranted conduct as amplified under sub-clause 19.7 below. The earnest money deposit lying with HLL in respect of other tenders awaiting approval or rejection will not be adjusted towards earnest money for fresh tender.

**19.2** The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

**A) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.**

**B) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME**

**19.3** The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Banker's cheque and

iii) Bank Guarantee

- 19.4** The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favor of the **"HLL Lifecare Limited"** payable at Thiruvananthapuram. 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 tenderers 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 opening of techno-commercial tenders prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2** In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

- 20.3** In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
- 21. Signing and Sealing of Tender**
- 21.1** The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2** Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as “Original” and “Duplicate”. Duplicate tenders may contain all pages including Technical Literature/Catalogues as in Original tenders.
- 21.3** The original and duplicate copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.4** All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.
- 21.5** The tenderer is to seal the original and copy of the tender in separate envelopes, duly marking the same as “Original”, “Duplicate” and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope along with envelope containing EMD, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6** TE document seeks quotation following two Tender System, in two parts. First part will be known as “Techno - Commercial Tender”, and the second part “Price Tender” as specified in clause 11 of GIT. Tenderer shall seal Techno - Commercial Tender (along with envelope containing EMD) and “Price Tender” separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

## **D. SUBMISSION OF TENDERS**

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

**22.1** Unless otherwise specified, the tenderers are to be submitted by the tenderer to DGM (Civil) or his nominee, **HLL Lifecare Limited, 26/4, JIPMER Campus, Dhanvantri Nagar, Gorimedu, Puducherry - 605006. Telephone: 0413-2298295.** The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

**22.2** The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on/ is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

### **23. Late Tender**

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

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

**24.1** The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

**24.2** No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

## **E.TENDER OPENING**

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

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

**25.2** Authorized representatives of the tenderers, who have submitted tenders on time may

attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative's names & signatures and corresponding tenderers names and addresses.

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

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

### **26. Basic Principle**

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

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

- 27.1** The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2** Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the responsiveness of each Tender to the TE Document. For purposes of these clauses, a responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of

a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

**27.3** 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.

**27.4 The following are some of the important aspects, for which a tender shall be declared non- responsive and will be summarily ignored;**

- i) Tender form as per Section X (signed and stamped)
- ii) All pages of Tender enquiry document is unsigned.
- iii) Tender validity is shorter than the required period.
- iv) Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.
- v) Deleted
- vi) Tenderer has not agreed to give the required performance security.
- vii) Goods offered are not meeting the tender enquiry specification.
- viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period.
- ix) Poor/ unsatisfactory past performance.
- x) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
- xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- xii) Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements.
- xiii) Tenderer has not submitted the tender fee as mentioned (except exempted cases as specified in Section II – 19.2)

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

**28.1** If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such „minor“ issues to the tenderer by

registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

- 28.2** The purchaser may seek clarifications of historical nature from the tenderers, which has no bearings on prices.

**29. Discrepancies in Prices**

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

- 29.2** If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

- 29.3** If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

- 29.4** If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

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

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

**31. Qualification Criteria**

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

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

- 32.1** 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 the option to quote for any one or more schedules & offer discount for combined schedules. Such discounts wherever, applicable will be taken into account to determine the lowest evaluated cost for the purchase in deciding the successful tender for each schedule subject to tender(s) being responsive.

**34. Comparison of Tenders**

**34.1** Unless mentioned otherwise in Section-III (Special Instructions to Tenderers) and Section-VI (List of Requirements), the comparison of the responsive tenders shall be carried out based on the terms of delivery as asked for in bid document. The quoted prices will added for comparison/ranking purpose for evaluation.

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

**35.1** Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:

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

**35.2** The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

**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" without any change in the unit price and other terms & conditions quoted by the tenderer.

**40.2** If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract 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 fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding

prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

**41.2** The Notification of Award shall constitute the conclusion of the Contract.

**42. Issue of Contract**

**42.1** Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

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

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

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

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

**44. Return of EMD**

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

**45. Publication of Tender Result**

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

**46. Corrupt or Fraudulent Practices**

**46.1** It is required by all concerned to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

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- i) defines, for the purposes of this provision, the terms set forth below as follows:
- ii) “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
- iii) “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;

- iv) 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;
- v) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**47. Integrity Pact (IP)**

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

**47.2** Integrity Pact has to be signed and submitted by the Tenderer along with the filled up Tenders, failing which the Tender is liable to be rejected.

### **SECTION – III SPECIAL INSTRUCTIONS TO TENDERERS (SIT)**

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

#### **No Change**

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

## **SECTION – IV GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Application**

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

### **2. Use of contract documents and information**

- 2.1** The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2** Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3** Except the contract issued to the supplier, each and every other document mentioned in GCC sub- clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

### **3. Patent Rights**

- 3.1** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, 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 Days (21) days from date of the issue of notification of award, the supplier shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations initially valid for a period of minimum 30 months from the date of Notification of Award..
- 5.2** The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- i) It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favor of the Purchaser. The validity of the Bank Guarantee will be for a period up to 02 (two) months beyond Warranty Period.
  - ii) Deleted.
- 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 security as per Proforma, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4** In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5** 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.

**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 to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no 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 in SCC. 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:
- 7.4** Unless otherwise mentioned in the Technical Specification and in SCC, 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:
- i) contract number and date
  - ii) brief description of goods including quantity
  - iii) packing list reference number
  - iv) country of origin of goods
  - v) consignee’s name and full address and
  - vi) supplier’s name and address

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

- 8.1** The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in

the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's program for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

- 8.2** The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3** If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4** In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.
- 8.5** If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6** The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's

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

- 8.7** Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

## **9. Terms of Delivery**

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

## **10. Transportation of Goods**

- 10.1** Deleted.

- 10.2** Deleted.

- 10.3** Deleted.

- 10.4** Supplies being on DDP basis, the delivery inclusive of all expenses at site shall be arranged by the supplier agent as per the terms of the contract.

- 10.5** The supplier shall take proactive measures before arrival of furniture/equipment/stores/goods to obtain necessary statutory documents, wherever required from the concerned authority to avoid any hold up and/ or delay in supplies.

- 10.6** 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. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting dispatch or delivery.

## **11. Insurance**

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

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be

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

ii) Deleted.

## **12. Spare parts**

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

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

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

## **13. Incidental services**

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

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

- iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- iv) Supplying required number of operation & maintenance manual for the goods

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

The supplier shall send all the relevant dispatch documents well in time to the Purchaser/Consignee.

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

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

- i) Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- iii) Two copies of packing list identifying contents of each package;
- iv) Inspection certificate issued by the nominated Inspection agency, if any.
- v) Certificate of origin;
- vi) Insurance Certificate as per GCC Clause 11.
- vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- viii) 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** This comprehensive warranty shall remain valid for 2 (Two) years after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.

- i) No conditional warranty will be acceptable.

- ii) Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories.
- iii) Replacement and repair will be under taken for the defective goods.
- iv) Proper marking has to be made for all spares for identification like printing of installation and repair dates.

**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 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.

**15.5** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of 24 months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced free of any charge with a new one and fresh warranty as per Clause 15.2 above shall be applicable. The decision of the purchaser in this respect shall be final and binding on the supplier.

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

**15.7** During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.

**15.8** Deleted.

**15.9** 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. Sub Contracts**

**17.1** The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

**17.2** Sub contract shall be only for bought out items and sub-assemblies.

**17.3** Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

**18. Modification of contract**

**18.1** If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- i) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- ii) Mode of packing,
- iii) Incidental services to be provided by the supplier
- iv) Mode of dispatch,
- v) Place of delivery, and
- vi) 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 authorized 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/consignee.

**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 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:

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

- Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee/HLL Project in charge;
- Two copies of packing list identifying contents of each package;
- Manufacturer's/Supplier's warranty certificate, if applicable.
- Insurance certificate as per GCC clause 11.

ii) **On Acceptance:** Balance 20 % 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 Indian Rupees.

**21.6** The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.

- 21.7** While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8** Deleted.
- 21.9** Deleted.
- 22. Delivery:**
- 22.1** The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.
- 22.2** Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- i) imposition of liquidated damages,
  - ii) forfeiture of its performance security and
  - iii) termination of the contract for default.
- 22.3** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- i) 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.
  - ii) 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 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.

- iii) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

**22.5** The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

### **23. Passing of Property:**

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

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

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

### **24. Liquidated damages**

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

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

**25. Termination for default**

- 25.1** 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.
- 25.2** 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.
- 25.3** Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

**26. Termination for insolvency**

- 26.1** 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.

**27. Force Majeure**

- 27.1** 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.
- 27.2** For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight

embargoes.

**27.3** 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.

**27.4** 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.

**27.5** 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.

## **28. Termination for convenience**

**28.1** 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 inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

**28.2** The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- i) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- ii) 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.

## **29. Governing language**

**29.1** 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.

**30. Notices**

- 30.1** 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.
- 30.2** 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.

**31. Resolution of disputes**

- 31.1** 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.
- 31.2** If the parties fail to resolve their disputes of differences 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. Such dispute or difference shall be referred to the sole arbitrator appointed by the CMD of HLL Lifecare Limited. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000)
- 31.3** Venue of Arbitration: The venue of arbitration shall be at Thiruvananthapuram, Kerala.

**32. Applicable Law**

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

**33. Withholding and Lien in respect of sums claimed**

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

on any account in respect of such withholding or retention.

**34. General/ Miscellaneous Clauses**

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

## **SECTION – V SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

**Warranty for the items mentioned in BOQ shall be for 2 years from the date of installation and handing over of the items.**

## SECTION – VI LIST OF REQUIREMENTS

### Part I:

| Item No.  | Description of Items |
|---|----------------------|
| <b>As per Specification mentioned in Price Schedule<br/>Section - X</b> |                      |
|   |                      |

### Part II: Required Schedule & Part III: Scope of Incidental Services:

Within 60 days from date of Letter of Award or handing over of the site by Engineer In-Charge, whichever is later. The delay on the part of the supplier to install and commission the furniture will attract the provisions as contained in the liquidated damage clause.

### Part IV: Deleted

### Part V: Deleted

### Part VI: Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods supplied from India: **60 days** from the award of work for S/I & handing over at the Consignee Site. Destination/Consignee details are given in Section XXI.

### Part VII: Inspection

a) For Indigenous goods or for imported goods if supplied from India: At consignee site by the respective project In-charge of HLL or his authorized representative.

### Part VIII: Other special conditions:

1. Required size, model, type & design shall be approved by concerned officer/Engineer-in-charge before the actual delivery for installation.
2. All the items including for this works shall be provided by the supplier & shall of best quality approved by the Engineer in charge.
3. The color options shall, if any be confirmed with HLL Engineer In charge/
4. Measurements in drawings are indicative only. Site Measurements shall be taken before production and approvals shall be taken from HLL before starting the work.
5. All the necessary accessories/required items should be provided at the time of installation.

## SECTION – VII TECHNICAL SPECIFICATIONS

**Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it's tender is liable to be ignored.

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

**TECHNICAL SPECIFICATIONS: As per BOQ Specification**

### **GENERAL POINTS OF TECHNICAL SPECIFICATIONS**

**1. Warranty:**

a) **Two year** Comprehensive Warranty as per Conditions of Contract of the TE document for complete furniture and work including wiring and all related items from the date of satisfactory installation & handing over of furniture to Consignee.

**2. After Sales Service:**

After sales service should be available at the place of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs.

**3. Deleted**

**4. Annual Comprehensive Maintenance Contract (CMC):** Not required.

## **SECTION – VIII QUALITY CONTROL REQUIREMENTS**

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

Tender Reference No: HLL/IDD/CHN/18-19/019 dt. 13.12.2018

Date & Time of Bid opening:

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - c. Email ID
  - d. telephone number
  - e. fax number
- 02 Total annual turn-over (value in Rupees):
- 03 Deleted

**Signature and seal of the Tenderer**

## SECTION – IX QUALIFICATION CRITERIA

1. The applicant should have a minimum average annual turnover **Rs. 24 lakhs** during the last three financial years ending 31st March 2018. Also the firm shall be profit making for at least two years in the last three financial years ending 31st March 2018.
2. The applicant shall have the eligibility criteria and experience as follows:  
Experience in similar work during the last 5 years ending last day of the month of July 2018.  
Three similar works of value 40% or more of the estimated cost of work  
Or  
Two similar works of value 60% or more of the estimated cost of work  
Or  
One similar work of value 80% or more of the estimated cost of work

**The applicant should submit successful completion certificate for the above works.**

3. The firms should be registered with Income Tax and Service Tax Authorities and copies of PAN and GST Registration have to be submitted along with application.
4. Deleted.
5. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.

**Note: “If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”**

**SECTION – X TENDER FORM**

To  
DGM (Civil)  
HLL Lifecare Limited,  
JIPMER Campus, Dhanvantri Nagar,  
Gorimedu, Puducherry – 605006

Date:

**Ref. Your TE document No.            dated**

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver            (Description of goods and services) in conformity with your above referred document, attached herewith and made part of this tender.

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

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 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 statutory Authorities as per govt. rules/procedures.

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

**(Signature with date)**

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

**SECTION – XI PRICE SCHEDULE**

| Sl No                               | Item | Make & Model | Unit | Qty | Unit Price in Rs. | Total price in Rs. |
|-------------------------------------|------|--------------|------|-----|-------------------|--------------------|
| Attached Separately as Annexure – I |      |              |      |     |                   |                    |

**SECTION – XII QUESTIONNAIRE**

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

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

## SECTION – XIII BANK GUARANTEE FORM FOR EMD

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

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

fails or refuses to furnish the performance security for the due performance of the contract or

fails or refuses to accept/execute the contract or

if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

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

.....  
Name and designation of the officer

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

## SECTION – XV BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To  
DGM (Civil)  
HLL Lifecare Limited,  
JIPMER Campus, Dhanvantri Nagar,  
Gorimedu, Puducherry - 605006

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

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

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

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

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

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

This guarantee shall be valid up to 14(Fourteen) months from the date of Notification of Award i.e. up to ----- (indicate date)

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

.....  
Name and designation of the officer

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

## SECTION – XVI CONTRACT FORM

### **CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, & WARRANTY OF GOODS**

THIS AGREEMENT made on this ..... Day of ..... 2016

BETWEEN

HLL Lifecare Limited (a Government of India Enterprise) on behalf of JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL EDUCATION AND RESEARCH (JIPMER) PUDUCHERRY a Company incorporated under the Companies Act 1956 having Corporate & Registered Office at “HLL Bhavan” Poojapura, Thiruvananthapuram, Kerala-695012 India hereinafter called “HLL/ CLIENT”, which expression shall unless repugnant to the context thereof include its successor) of the one part

AND

\_\_\_\_\_ (Supplier) of the second part:  
HLL and ----- are individually referred as “party” and collectively referred as “parties”.

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

This is continuation to this office’s Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
  - i. General Conditions of Contract.
  - ii. Special Conditions of Contract
  - iii. List of Requirements
  - iv. Technical Specifications
  - v. Quality Control Requirements
  - vi. Tender Form furnished by the supplier
  - vii. Price Schedule (s) furnished by the supplier in its tender
  - viii. Manufactures’ Authorization Form (if applicable for this tender);
  - ix. Purchaser’s Notifications 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 Sections II- ‘General instructions to Tenderers’ of the Purchaser’s TE documents shall also apply to this contract.

2. In consideration of the payments to be made by the Client, the Supplier hereby covenants to provide the services for the specified \_\_\_\_\_ in conformity in all respects with the provisions of the Contract.
3. The Client hereby covenants to pay the Supplier in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

4. The bank guarantee valid till \_\_\_\_\_ [(fill the date) for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to \_\_\_\_\_ % of the cost of the contract value] shall be furnished in the prescribed format given in the TE document within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.

IN WITNESS WHERE OF parties hereto set hands, through their authorized representatives on this deed on date, month and year first above written.

(.....)

For and on behalf of  
Supplier.

In Presence of witnesses

1

2

(.....)

For and on behalf of  
HLL Lifecare Limited

In Presence of witnesses

1

2

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

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

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

## SECTION – XVIII PROFORMA OF FINAL ACCEPTANCE CERTIFICATE BY THE CONSIGNEE

No \_\_\_\_\_ Date \_\_\_\_\_

To \_\_\_\_\_

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

**Subject:** Certificate of Installation of Furniture.

This is to certify that the furnitures as detailed below has/have been received in good conditions (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and positioned in respective areas.

- (a) Contract No \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the Furniture: \_\_\_\_\_
- (c) Furniture nos.: \_\_\_\_\_
- (d) Quantity: \_\_\_\_\_
- (e) Name of the Consignee: \_\_\_\_\_
- (f) Date of Handing Over: \_\_\_\_\_

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
- b) He has not completed the supply/installation & handing over in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation.

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

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

(Signature)

(Name)

(Designation with stamp)

## Explanatory notes for filling up the certificate:

- i) He has adhered to the time schedule specified in the contract in dispatching the

documents/drawings pursuant to 'Technical Specification'.

- ii)** He has completed the supply/installation & handing over of the furniture(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation
- iii)** In the event of documents/drawings having not been supplied or installation of the furniture(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

**SECTION – XX CHECKLIST**

Name of Tenderer:

Name of Manufacturer:

| Sl No. | Activity  | Yes/ No/ NA | Page No. in the TE document | Remarks |
|--------|---|-------------|-----------------------------|---------|
| 1. a.  | Have you enclosed EMD of required amount for the quoted schedules?  |             |                             |         |
| b.     | In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?  |             |                             |         |
| c.     | In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?   |             |                             |         |
| 2. a.  | Have you enclosed duly filled Tender Form as per format in Section X?   |             |                             |         |
| b.     | Have you enclosed Power of Attorney in favour of the signatory?   |             |                             |         |
| 3.     | Are you a MSME unit, if yes have you enclosed certificate of registration issued by MSME?   |             |                             |         |
| 4. a.  | Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?  |             |                             |         |
| b.     | In case of Technical deviations in the compliance statement, have you identified and marked the deviations?   |             |                             |         |
| 5. a.  | Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?   |             |                             |         |
| b.     | Have you submitted copy of the order(s) and end user certificate?   |             |                             |         |
| 6.     | Have you submitted manufacturer's authorization as per Section XIV?   |             |                             |         |
| 7.     | Deleted   |             |                             |         |
| 8.     | Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?   |             |                             |         |
| 9. a.  | In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India? (Self-attested copies of VAT registration certificate and PAN Card.) |             |                             |         |
| b.     | In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?  |             |                             |         |
| 10.    | Have you intimated the name and full address of your Banker (s) along with your Account Number  |             |                             |         |
| 11.    | Have you fully accepted payment terms as per TE document?   |             |                             |         |

| Sl No. | Activity   | Yes/ No/ NA | Page No. in the TE document | Remarks |
|--------|--|-------------|-----------------------------|---------|
| 12.    | Have you fully accepted delivery period as per TE document?  |             |                             |         |
| 13.    | Have you submitted the certificate of incorporation?   |             |                             |         |
| 14.    | Have you accepted the warranty as per TE document?   |             |                             |         |
| 15.    | Have you accepted terms and conditions of TE document?   |             |                             |         |
| 16.    | Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?   |             |                             |         |
| 17.    | Have you furnished Audited Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?   |             |                             |         |
| 18.    | Non conviction / no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.   |             |                             |         |
| 19     | Self-Attested copies of quality certificates i.e US FDA / CE Certificate issued by competent authority, if applicable.   |             |                             |         |
| 20     | 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 |             |                             |         |
| 21     | Product catalogues / original Data Sheet must be enclosed of all quoted items  |             |                             |         |
| 25     | Proforma of guarantee for supply of spares during post warranty period   |             |                             |         |
| 26     | Have you signed and sealed the Integrity Pact as per section XXI of the tender   |             |                             |         |

*N.B.*

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

---

(Signature with date)

---

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

---



---

(Name, address and stamp of the tendering firm)

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**SECTION – XXI CONSIGNEE**

**Consignee Addresses:**

**THE DIRECTOR  
JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL EDUCATION AND  
RESEARCH (JIPMER), PUDUCHERRY**

## SECTION – XXII PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 20...

Between

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

And

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

Preamble

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

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

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

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

### Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.
  - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
  - 2.4 The Bidder (s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
  - 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
  - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.
  - 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has

not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

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

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

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

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

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

Clause.5. Consequences of Violation / Breach

- a. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
- b. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- c. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- d. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- e. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- f. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- g. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by

the BIDDER, in order to recover the payments already made by HITES, along with interest.

- h. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- i. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
- j. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- k. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
- l. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

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

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

#### Clause.6. Fall Clause

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

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

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

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

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

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

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

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

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

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

**Clause.9. Facilitation of Investigation**

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

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

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

**Clause.11. Other legal Actions**

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

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

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

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

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL Infra Tech Services Ltd.

Bidder

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

1.....

1.....

2.....

2.....

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