

# **TENDER DOCUMENT**

**SUPPLY OF KITCHEN EQUIPMENTS (PART I) &  
COOKING GAS LINE AND KITCHEN FRESH AIR SYSTEM (PART II) &  
INSTALLATION, TESTING AND COMMISSIONING OF COOKING GAS LINE AND  
KITCHEN FRESH AIR SYSTEM (PART III) AT AKKULAM FACTORY**

**HLL/ID/12/56**

**July 2013**



**एचएलएल लाइफ़केयर लिमिटेड**  
(भारत सरकार का उद्यम)

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**HLL Lifecare Limited**  
(A GOVERNMENT OF INDIA ENTERPRISE)

**Tender No.: HLL/ID /12/56**

**Dated 12.07.2013**

**NOTICE INVITING TENDERS (NIT)**

Infrastructure Development Division of HLL Lifecare Limited (a Govt of India Enterprise), invites sealed tenders, from eligible tenderers for the Supply of Kitchen Equipments (Part I) & Cooking Gas Line and Kitchen Fresh Air System (Part II) & Installation, Testing and Commissioning of Cooking Gas Line and Kitchen Fresh Air System (Part III) at Akkulam Factory

SI No.	Description	Schedule
i.	Estimated cost of work	Rs. 20,49,000/- (Rupees twenty lakhs and forty nine thousand only)
ii.	Starting and last Dates for sale of the tender documents	15.07.2013 – 22.07.2013
iii.	Address for purchase of Tender Documents	Tender Documents can be downloaded from <a href="http://www.lifecarehll.com">www.lifecarehll.com</a> or Central Public Procurement Portal. The cost of document in the form of DD shall be submitted along with tender document otherwise the tender may summarily be rejected.
iv.	Cost of Tender form (Non-refundable)	Rs. 1575/- (Rs. One Thousand five hundred and seventy five Only) payable by a Demand Draft drawn on a scheduled bank in India in favour of "HLL Lifecare Limited" at Thiruvananthapuram.
v.	Earnest Money deposit	Rs. 40,980/- (Rupees forty thousand nine hundred and eighty only).
vi.	Pre bid meeting	18.07.2013 at 11.30 hrs
vii.	Closing date & time for receipt of Tender	22.07.2013 at 15.00 hrs
Viii.	Time and date of opening of Techno - Commercial tenders	23.07.2013 at 15.30 hrs
ix	Completion period of work	2 months from the date of issue of letter of acceptance

3. Tenders, complete in all respects, along with requisite EMD may be submitted at the address given below on or before the closing date and time indicated in the Para 2 above.

4. In the event of any of the above mentioned dates being declared as a holiday, the tenders will be received/opened on the next working day at the appointed time.
5. TE document seeks quotation following **two Tender System**, in two parts. First part will be known as **'Techno - Commercial Tender'**, and the second part **'Price Tender'** as specified in clause 11 of GIT. Tenderer shall seal **'Techno - Commercial Tender'** and **'Price Tender'** separately and covers will be suitably super scribed.
6. All Tenderers are hereby cautioned that tenders containing any material deviation or reservation as described in Clause 27.5 of "General Instructions to Tenderers"(GIT) and/or without quoting the cost shall be considered as non-responsive and shall be summarily rejected.

**Deputy Vice President (Tech)**  
**HLL Lifecare Limited**  
**Infrastructure Development Division**

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

### A. PREAMBLE

#### 1. Definitions and Abbreviations

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

#### 1.2. Definitions:

- (i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) "Goods" means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, 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, loading & unloading, 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/Institute (Akkulam factory) person to whom the goods are required to be delivered as specified in the Contract.
- (x) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) "Day" means calendar day.

### 1.3 Abbreviations:

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

## 2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section - V - "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction 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. Availability of Funds**

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

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

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

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

### **5. Eligible Tenderers**

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

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

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:

- Section II – General Instructions to Tenderers (GIT)
- Section III – General Conditions of Contract (GCC)
- Section IV – Special Conditions of Contract (SCC)
- Section V – List of Requirements
- Section VI – Technical Specifications
- Section VII – Quality Control Requirements
- Section VIII – Qualification Criteria
- Section IX – Tender Form
- Section X – Price Schedules
- Section XI – Check List
- Section XII – Bank Guarantee Form for EMD
- Section XIII – Bank Guarantee Form for Performance Security/ AMC Security
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Contract Form ‘A’
- Section XVI – Contract Form ‘B’
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Consignee address postponed

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

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

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

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

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

## **C. PREPARATION OF TENDERS**

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

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

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

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section IX (Un priced).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/ Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer’s Authorisation Form
- 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) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- viii) Certificate of Incorporation in the country of origin.
- ix) Checklist as per Section XI.
- x) Technical data/compliance sheets and pamphlets if any of all equipments

#### **B) Price Tender:**

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

#### **N.B.**

- 1. All pages of the Tender should be page numbered and indexed.
  - 2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- 11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

## **12. Tender currencies**

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

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 X 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 item in the List of Requirements, the tenderer has the option to submit its quotation for any one or more item. However, while quoting for an item, the tenderer shall quote for the complete requirement of goods and services as specified against a particular item.
- 13.3 The quoted prices for goods from are to be indicated in the applicable Price Schedules attached under Section X.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
  - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
  - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
  - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;

- e) the price of AMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

13.5.1 The price will be taken inclusive of all duties and taxes and no claim for the same will be entertained later.

#### 13.5.2 Excise Duty:

- a) Tenderer should quote a price inclusive of excise duty. If he desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price.
- b) Subject to sub clauses 13.5.2 (a) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

#### 13.5.3 Sales Tax, Service Tax and Works Contract Tax

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

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

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

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

#### 13.5.5 Customs Duty:

The Supplier will pay the Customs duty wherever applicable. The duty shall be specified in the quote and exemption if any will be passed on to the purchaser.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 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.

**The quoted price shall be inclusive of all taxes and duties whether payable by the contractor or to be deducted at source. This shall include those applicable among VAT, Sales Tax, Income Tax, Customs Duty, Excise Duty, Turnover Tax, Service Tax, Work Contract Tax, Octroi, Labour Welfare Cess or any other Taxes and Duties prevailing in respect of this contract. ANY BID STATING THAT TAXES ARE EXTRA WILL BE SUMMARILY REJECTED.**

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

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, shall also furnish the following information:
  - a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
  - b) The details of the services to be rendered by the agent for the subject requirement.
  - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and AMC period.

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

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

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

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

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

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VIII in these documents.
  - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including payment of duties, taxes, levies, clearance of goods, freight, transport, insurance after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

## **18. Documents establishing Good's Conformity to 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(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.6 below.

- 19.2 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12. The earnest money shall be furnished in one of the following forms:
- 19.3 **Earnest Money (EMD) of Rs. 40,980/-has been deposited along with the technical bid as follows. Either the full amount of Rs.40,980/- shall be submitted in the form of a Demand Draft/ Fixed Deposit Receipt (FDR)/ Banker's cheque of a scheduled bank issued in favour of HLL Lifecare Limited, Thiruvananthapuram or Rs.20,490/- shall be submitted in the form of a Demand Draft/ Fixed Deposit Receipt (FDR)/ Banker's cheque of a scheduled bank issued in favour of HLL Lifecare Limited, Thiruvananthapuram. Remaining amount of Rs.20,490/- shall be submitted in the form of an irrevocable guarantee bond of any scheduled bank or State Bank of India, which should be placed in a separate sealed cover marked "Earnest Money" shall be submitted along with the tenders.**
- 19.4 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.
- 19.5 Unsuccessful tenderers' earnest money will be returned to them without any interest, not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.6 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 50 % of 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.
- 19.7 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

## **20. Tender Validity**

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (one hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity

period of the EMD accordingly. A tenderer, 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 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.
- 21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.4 The tenderer is to seal the original tender in a separate envelope, duly marking the same as "Techno- commercial tender", and so on and writing the address of the purchaser and the tender reference number on the envelope. The sentence "NOT TO BE OPENED" before \_\_\_\_\_ (The tenderer is to put the date & time of tender opening) are to be written on this envelope. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.5 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as '**Techno - Commercial Tender**', and the second part '**Price Tender**' as specified in clause 11 of GIT. Tenderer shall seal '**Techno - Commercial Tender**' and '**Price Tender**' separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.4 followed. **Name of equipment quoting shall be encrypted on the tender envelope.**

## **D. SUBMISSION OF TENDERS**

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

- 22.1 Tenders shall be submitted to **DVP (Tech)** or his nominee at **HLL Lifecare Limited, Infrastructure Development Division, 'Adarsh', TC 6/1718, Vettamukku, Thirumala P.O., Trivandrum - 695006** on the due date and time of **22.07.2013 at 3.00 pm**. 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, 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 returned to the concerned tenderer in unopened condition.

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

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

## **E. TENDER OPENING**

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

- 25.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.  
In case the specified date of tender opening falls on/ is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

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

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

any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

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

### **26. Basic Principle**

- 26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders. For evaluating the Techno commercial bid, the purchaser may at its discretion call for demonstration/ presentation/ samples etc at Trivandrum.

### **27. Responsiveness**

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions 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 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not the meet the basic requirements, are liable to be treated as non - responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non - responsive and will be summarily ignored;
- (i) Tender form as per Section IX (signed and stamped) not enclosed
  - (ii) Tender is unsigned.
  - (iii) Tender validity is shorter than the required period.
  - (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
  - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIII.
  - (vi) Tenderer has not agreed to give the required performance security.
  - (vii) Goods offered are not meeting the tender enquiry specification.

- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.

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

- 28.1 If during the preliminary examination, the purchaser find any minor infirmity 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/Courier etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **29 Discrepancies in Prices**

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

## **30. Qualification Criteria**

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

## **31. Tender currency (Indian Rupees)**

- 31.1 The TE document permits the tenderers to quote their prices in Indian Rupees only and should be inclusive of all taxes and duties.

## **32. Item-wise Evaluation**

- 32.1 The List of Requirements contains more than one item, the responsive tenders will be evaluated and compared separately for each item. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more item

### **33. Comparison of Tenders**

- 33.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – Technical specification, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted AMC prices will also be added for comparison/ranking purpose for evaluation.

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

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

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 by the tenderer

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

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

- 35.1 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 item in the List of Requirements, then, such determination will be made separately for each item.
- 35.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

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

- 36.1 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.
- 36.2 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**

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

- 37.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and

reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

### **38. Award Criteria**

- 38.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser as follows :  
Only those bidders who qualify at the techno- commercial stage will be considered for opening of price bids.

**Total Price = Price with all accessories as per technical specification (Rate for 3 year AMC after warranty period with year wise split up shall be quoted Separately. Failing to the same, the bidder is liable to be rejected)**

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

- 39.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer. However, if already indicated in this TE document, the purchaser can vary the quantity as indicated without applying the above limit.
- 39.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

### **40. Notification of Award**

- 40.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which 50 % of EMD will forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 40.2 The Notification of Award shall constitute the conclusion of the Contract.

### **41. Issue of Contract**

- 41.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XIV and XV), in duplicate, to the successful tenderer

- 41.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 42. Non-receipt of Performance Security and Contract by the Purchaser/Consignee**
- 42.1 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 50% of EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC - Termination of default.
- 43. Return of E M D**
- 43.1 The earnest money of the unsuccessful tenderer will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.
- 44. Publication of Tender Result**
- 44.1 The successful tenderer(s) receiving the contract(s) will be informed through telephone/web site of the purchaser.
- 45. Corrupt or Fraudulent Practices**
- 45.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
  - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**SECTION - III**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**  
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## **SECTION - III**

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

#### **1. Application**

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

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

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

#### **3. Patent Rights**

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

#### **4. Country of Origin**

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

#### **5. Performance Security**

- 5.1 Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

5.2 The Performance security shall be denominated in Indian Rupees

- a) It shall be in any one of the forms namely Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

5.3 In the event of any failure / default of the supplier with or without any quantifiable loss to the consignee/government the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into AMC as required by the consignee as per the 'Contract Form - B' in Section XVI with HLL, 3 (three) months prior to the completion of Warranty Period. The AMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub - clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for AMC security in favour of HLL as per the format in Section XV.

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

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

## **7. Packing and Marking**

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VI and VII and in SCC under Section IV. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

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

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

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

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that

the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 If required by the purchaser, Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 For details of final inspection please refer section IV, special conditions of Contract.

## **9. Terms of Delivery**

Goods shall be delivered by the supplier in accordance with the terms of delivery as follows:

- a) The goods shall be supplied, unpacked, and installed and commissioned at Akkulam Factory within 2 months of receipt of order. All costs including insurance, loading, unloading etc shall be borne by the supplier.

## **10. Transportation of Goods**

The supplier shall at their own expenses, arrange transport (including air/sea/land), of goods upto the consignee address . Loading/Unloading charges if any has to be borne by the supplier.

## **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 arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till installation, testing and commissioning and handing over of the equipment.

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

## **12. Spare parts**

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

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

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

## **13. Incidental services**

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

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

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

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

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

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

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

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

## 15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for **2 (two) years** followed by a CMC for a period of 3 Years for all the equipments 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. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- 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 8 hours on a 24 (hrs) x 7 (days) x 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per 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 twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) x 7 (days) x 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

- 15.7 During Warranty period, the supplier is required to visit consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VI, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the AMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the AMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

## **16. Assignment**

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

## **17. Sub Contracts**

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

## **18. Modification of contract**

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

Purchaser/Consignee in writing within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

## **19. Prices**

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

## **20. Taxes and Duties**

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

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

### **21.1 Payment Terms**

#### **Part I & II -LOA for Supply portion**

**80% pro rata basis against delivery of material at site**

**20% pro rata basis against acceptance by HLL authorities against certificate of final inspection.**

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract and upon the submission of the following documents:

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

**The quoted rate should be inclusive of all the taxes applicable for the supply.**

**Part III - Work order/ LOA for Installation, testing and Commissioning portion/ turnkey works**

- a) 70 % of the amount after satisfactory installation of equipments/ turnkey works and on pro rata basis.
- b) 20 % after successful testing commissioning of the equipments and completion of work and on trial run of the system on pro rata basis.
- c) 10 % against final acceptance by HLL authorities.

**The quoted rate should be inclusive of all the taxes applicable for the erection including Service Tax.**

**Payment for AMC contract Charges:**

- 21.1 The consignee will enter into AMC with the supplier at the rates as stipulated in the contract. The payment of AMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.
- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.5 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 respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

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

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.
- 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, interalia contain the following conditions:

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

## **23. Liquidated damages**

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

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

## **24. Termination for default**

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

## **25. Termination for insolvency**

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

## **26. Force Majeure**

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

26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. Termination for convenience**

27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

## **28. Governing language**

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

## **29. Notices**

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

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

## **30. Resolution of disputes**

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

30.2 If the party fail to resolve their dispute or difference by such mutual consultations within twenty one days of its occurrence the same shall be referred by the purchaser to the sole arbitration of an Officer, decided by HLL. In the event of the Arbitrator neglecting or refusing to act or resigning or being unable to act for any reason, or his

award being set aside by the court for any reason, it shall be lawful for the purchaser to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

- 30.3 It is further a term of contract that no person other than the person appointed by the purchaser as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- 30.4 The arbitrator may from time to time with the consent of all parties to the contract enlarge the time for making the award.
- 30.5 Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- 30.6 Subject as foresaid the Arbitration Act amended up to date and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
- 30.7 The arbitrator shall be requested to give reasoned award.
- 30.8 The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the purchaser at his discretion may determine.

### **31. Applicable Law**

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

### **32. General/ Miscellaneous Clauses**

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

## SECTION -IV SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

## SECTION - V LIST OF REQUIREMENTS

Sl. no	Equipment Name	Estimated cost (Rs)	EMD (Amount in Rs)
1	<b>SUPPLY OF KITCHEN EQUIPMENTS (PART I) &amp; COOKING GAS LINE AND KITCHEN FRESH AIR SYSTEM (PART II) &amp; INSTALLATION, TESTING AND COMMISSIONING OF COOKING GAS LINE AND KITCHEN FRESH AIR SYSTEM (PART III) AT AKKULAM FACTORY</b>	20,49,000/-	40,980/-

**Part a: Required Delivery Schedule: 2 months from the date of issue of LOA/ date of handing over of site**

**Note:** The Purchaser/Consignee reserves the right to extend the delivery period up to one year from the date of NOA at its discretion.

**Part b: Scope of Incidental Services:**

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

**Part c:**

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

**Part D:**

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

**Part E:**

**Required Terms of Delivery and Destination.**

At Consignee Site – Specified in the List of Requirements

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

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

**SECTION-VI**  
**Technical specification**

**Material specifications**

- a. All work tops by 16 SWG Stainless Steel Sheet – SS 304
- b. All under shelves and over shelves by 18 SWG Stainless Steel Sheet
- c. All side paneling and Spill trays by 20 SWG Stainless Steel Sheet
- d. All legs by 38 mm dia 16 SWG Stainless Steel pipes
- e. All burners and Gas line Fitting items should be ISI branded products from standard companies
- f. All inner supporting frames by using 25x25x3mm SS Angles.
- g. All Equipments should be mounted on height adjustable Nylon bullets.
- h. All sheets should be plastic coated mat finish (company finish) materials
- i. Kitchen hoods by 20 SWG SS Sheets and filters by 26 SWG SS Sheets
- j. All duct supports should be 8 mm threaded rods and 25x1.2 slotted rails, and joining with plat form packing by 25x6 mm GI bolts
- k. Exhaust fans should be of Almonard make or equivalent

### **General Requirements**

- 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 which it's tender is liable to be ignored.
- Note 2:** General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer /Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs /Electronics Test and Development Centres across the country on every preventive maintenance call.
- Note 3:** OPTIONAL ITEMS: Bidders are requested to quote for all the available options as asked in the bidding document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose. If the firm has not quoted for any optional item (except the items of turnkey) their offer will be treated as TECHNICALLY RESPONSIVE if otherwise meeting the specification.

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### **Other Conditions**

1. Two years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
  - a) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
  - b) All software updates should be provided free of cost during Warranty period.
2. All electric components such as motors/ compressors should have a minimum warranty of atleast 3 years.
3. After Sales Service:

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

4. Training:

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

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

**Turnkey:**

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Turnkey details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Tenderers to quote prices indicating break-up of prices of

the Machine and Turnkey Job of each Hospital/Institution/Medical College. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

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

## **Section - VII**

### **Quality Control Requirements**

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

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

**Signature and seal of the Tenderer**

## **Section – VIII**

### **Qualification Criteria**

01. The Tenderer must be a Manufacturer or its authorized Agents.
02. The Manufacturer or its authorized Agent should have supplied, installed and completed satisfactorily atleast **two** works each costing not less than Rs. 16.00 lakhs each in last **Five** years ending March 2013 and having similar scope of work on turn key basis.
03. (a) The tenderer should have an average annual turnover of Rs. 06:00 lakhs in the last three financial years ending 31<sup>st</sup> March 2013.
  - i. The firm should be in profit for atleast two years in the last 3 three financial years. The relevent pages of balance sheet showing annual turn over and profit and loss account duly certified by Chartered Accountant shall be enclosed– Proforma ‘A’- I.
04. The tenderer should quote for all the items and submit the compliance for technical specfications and requirement as given in Section V and VI.

#### **Note:**

- (1) All Manufacturers /supplier should have a standing of 5 years in the Indian Market for a similar product line. – Proforma ‘A’ I
- (2) Any false submission of information or false interpretation of specification will automatically disqualify the tenderer
- (3) The original Literature or the relevant part of the user/service manual should be attached as proof.
- (4) The suppliers should give two years warranty.
- (5) Demo of equipments and sample of instruments should be arranged when asked for  
- Proforma for warranty submitted undertaking to give AMC for 03 years.
- (6) All electrical components such as motors/ compressors should have a minimum warranty of atleast 3 years.
- (7) All refrigeration equipments including cold chamber & weighing scale, Dish washers etc. should be branded items from reputed manufacturers and not assembled ones.

**The supplier should give AMC for the quoted items for 3 years after warranty period.**

#### **Note**

1. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
2. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

3. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.
  
4. **The quoted price shall be inclusive of all taxes and duties whether payable by the contractor or to be deducted at source. This shall include those applicable among VAT, Sales Tax, Income Tax, Customs Duty, Excise Duty, Turnover Tax, Service Tax, Work Contract Tax, Octroi, Labour Welfare Cess or any other Taxes and Duties prevailing in respect of this contract. ANY BID STATING THAT TAXES ARE EXTRA WILL BE SUMMARILY REJECTED.**

**Section – IX**  
**TENDER FORM**

Date\_\_\_\_\_

To

---

**DVP (Tech), HLL Lifecare Limited, Infrastructure Development Division, 'Adarsh', TC  
6/1718, Vettamukku, Thirumala P.O., Trivandrum – 695006.**

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

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

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

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

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

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

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

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

---

**(Signature with date)**

---

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

**Section – IXB**  
**TENDER FORM (for price bid)**

Date\_\_\_\_\_

To

---

**DVP (Tech), HLL Lifecare Limited, Infrastructure Development Division, 'Adarsh', T.C  
6/1718, Vettamukku, Thirumala P.O., Trivandrum – 695006.**

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

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

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

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

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

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

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

---

**(Signature with date)**

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

## SECTION - X PRICE SCHEDULE

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

#### Part I Supply of Kitchen Equipments at Akkulam Factory

#### Part II Supply of Cooking Gas Line and Kitchen Fresh Air System at Akkulam Factory

Supply of Kitchen Equipments at Akkulam Factory (Part I)					
SI No	Description of item	Unit	Qty	Rate(in words and figures)	Amount (in words and figures)
	<b>DISH WASH EQUIPMENTS</b>				
1	SOILED DISH RECEIVING TABLE-Front sunk in top with three side splash back and one under shelf: 170x70x(85+15) cm	Each	1.00		
2	SOILED DISH RECEIVING TABLE-Sunk in top with splash back, chute and bottom three side cross bars: 100x60x(85+15) cm	Each	1.00		
3	THREE SINK UNIT(Sink : 45x45x30 cm)- Three side sunk in top with splash back and bottom four side cross bars: 165x60x(85+15) cm	Each	1.00		
4	DRAINING TABLE-Three side sunk in top with splash back and One under shelf: 90x60x(85+15)	Each	1.00		

5	CLEAN DISH STORAGE RACK-Four shelves with 18 SWG SS Sheet and 38 mm SS round pipe legs: 110x50x150 cm	Each	2.00		
	<b>SETTING AREA EQUIPMENTS</b>				
6	SETTING TABLE-One under shelf:180x75x85 cm	Each	2.00		
	<b>MAIN KITCHEN EQUIPMENTS</b>				
7	THREE BURNER RANGE-Top, side panelling, spill trays by using SS sheets, 25x25x3 mm SS angle inner frame, three HP burners, pigtails, CI grids and one under shelf: 180x60x(85+15) cm	Each	2.00		
8	WORK TABLE WITH SINK(Sink : 45x45x30 cm)-Three side sunk in top with splash back and one under shelf:135x60x(85+15) cm	Each	1.00		
9	MASALA TABLE- Back splash and two under shelves:60x60x(85+15) cm	Each	1.00		

10	WORK TABLE FOR HOT PLATE-Back side splash, Work Top with 12 mm Marine Plywood packing and one under shelf:60x75x(85+15) cm	Each	1.00		
11	HOT PLATE(110x60x16 mm)-Top, side panelling by SS sheets, 25x25x3 mm SS Angle inner frame, pigtails, legs by 38 mm and one under hself, two V-900 burners, valves, pigtails:135x75x(85+15) cm	Each	1.00		
12	WORK TABLE FOR HOT PLATE-Back side splash, Work Top with 12 mm Marine Plywood packing and one under shelf:165x75x(85+15) cm	Each	1.00		
13	SINGLE BURNER RANGE-Top, side panelling, spill trays by using SS sheets, 25x25x3 mm SS angle inner frame, HP burner, pigtail and CI grid:60x60x45 cm	Each	2.00		
	<b>STEAM COOKING AREA EQUIPMENTS</b>				
14	WORK TABLE-Back splash and One under shelf:150x75x(85+15) cm	Each	1.00		
15	IDLY STEAMER(240 Nos capacity)	Each	1.00		

16	Double Jacketed Vessel of size 26" dia x 26" H with a capacity of 225 litres at a working pressure of 15 PSI. The inner vessel is fabricated by 304 grade 2mm thickness stainless steel sheet,the inner bottom is made of 2.5mm thickness SS sheet,outer vessel made up of 1.6mm thick 304 grade stainless steel sheet. The bottom of the vessel is made up of 2mm thick, vessel lid made up of 1.25 304 grade 2 B finish SS sheet.The Accessories included are steam trap valve,p valve, side support 'U' clamp, vessel sides are supported by dia 65 mm SS rod with steam inlet connection 25 x 3 mm SS pipe tilting handle with locking arrangements.	Each	4.00		
	<b>POT WASH EQUIPMENTS</b>				
17	POT RACK FOUR TIER-Legs with 38 mm, four shelves outer frame by 32 mm and inner supporting by 25 mm SS Square tubes:175x55x160 cm	Each	1.00		
18	POT RACK THREE TIER-Legs with 38 mm, three shelves outer frame by 32 mm and inner supporting by 25 mm SS Square tubes:175x55x160 cm	Each	1.00		
	<b>PRE-PREPARATION AREA EQUIPMENTS</b>				

19	WORK TABLE-Two side sunk in and two side splash back and One under shelf:105x50x(85+15) cm	Each	1.00		
20	TWO SINK UNIT(Sink:45x45x30 cm)-Two side sunk in top with two side splash back and one under shelf :150x70x(85+15)	Each	1.00		
21	WORK TABLE-Sunk in top with three side splash back and One under shelf:175x60x(85+15) cm	Each	1.00		
22	BUTCHERY WORK TABLE WITH SINK (Sink:45x45x30cm)-Front side sunk in top with three side splash back and one under shelf: 180x70x(85+15) cm	Each	1.00		
23	BUTCHERY CHOPPING BLOCK WITH STAND: (Block dia 50x5cm thick) dia 50x85 cm	Each	1.00		
24	SS TABLE FOR COCONUT SCRAPER-Splash back and One under shelf:150x60x(85+15) cm	Each	1.00		

	<b>STORE AREA EQUIPMENTS</b>				
26	MS STORAGE RACK-Five shelves with 18 MS Sheet and 14 SWG SS sheet legs:100x50x180 cm	Each	9.00		
27	SS SQUARE TUBE PLATFORM-By 32 mm SS Square tubes:220x70x20 cm	Each	1.00		
28	SS STORAGE RACK -Legs with 38 mm, four shelves outer frame by 32 mm and inner supporting by 25 mm SS Square tubes:130x55x160 cm	Each	3.00		
	<b>Total for Supply Part I</b>				
<b>Supply of Cooking Gas Line and Kitchen Fresh Air System at Akkulam Factory (Part II)</b>					
	<b>COOKING GAS LINE SYSTEM</b>				
29	Cooking gas line with 20 mm OD 14 SWG SS pipe, high pressure brass adaptors, supporting clamps, (8+8) manifold with double bottle connection, click on adaptors, SS cylinder pigtails, burner pigtails, shut off ball valve, pressure gauge, non return valves, etc.	Each	1.00		

30	KITCHEN HOOD:200x170x50 cm	Each	2.00		
31	KITCHEN HOOD: 170x110x50 cm	Each	3.00		
32	GI ducting by 0.63 mm thick 120 GSM sheets for exhaust system.	sqm	178.44		
33	5 H P CENTRIFUGAL BLOWER (3 phase)	Each	2.00		
	<b>KITCHEN FRESH AIR SYSTEM</b>				
34	FRESH AIR GRILLS (35x20 cm)	Each	18.00		

35	GI ducting by 0.63 mm thick 120 GSM sheets for fresh air system.	sqm	76.21		
36	AXIAL FLOW FAN-24", 1 H P, 3 phase	Each	2.00		
	<b>Total for Supply Part II</b>				
	<b>Grant Total for Supply(Part I + Part II)</b>				

- The quoted rate should be inclusive of all the taxes applicable for the supply (Part I & Part II)

**Part III\_ Installation,Testing and Commissioning of Cooking Gas Line and Kitchen Fresh Air System at Akkulam Factory**

	<b>Installation,Testing and Commissioning of Cooking Gas Line and Kitchen Fresh Air System at Akkulam Factory (Part III)</b>				
37	AXIAL FAN ERECTION CHARGES	Each	2.00		
38	BLOWER ERECTION CHARGES	Each	2.00		
	<b>Total for Installation Part III</b>				

**The quoted rate should be inclusive of all the taxes applicable for the erection (Part III) including Service Tax.**

Total tender price in rupees\_\_\_\_\_

**In words:** \_\_\_\_\_

**Note:**

1. The quoted amount shall be inclusive of all taxes and duties.
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
3. The charges for AMC after warranty shall be quoted separately as per Section - XI - Price Schedule C

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

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

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

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

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

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

**SECTION - X PRICE SCHEDULE**  
**B) PRICE SCHEDULE FOR AMC AFTER WARRANTY PERIOD**

1	2	3	4			5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	AMC Cost for Each Unit year wise*.			Total AMC Cost for 3 Years (4a+4b+4c)
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	
			a	b	c	

\* After completion of Warranty period

**NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of AMC which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of AMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of AMC will be added for Ranking/Evaluation purpose.
5. The payment of AMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during AMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during AMC period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name\_\_\_\_\_

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

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

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

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

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

**SECTION – XI**  
**CHECKLIST**  
**Name of Tenderer:**  
**Name of Manufacturer:**

<b>Sl No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the TE document</b>	<b>Remarks</b>
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 135 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 IX?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
4.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you submitted prices of goods, AMC etc. in the Price Schedule as per Section X?			
7.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
8. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
10.	Have you fully accepted payment terms as per TE document?			
11.	Have you fully accepted delivery period as per TE document?			
12.	Have you submitted the certificate of incorporation?			
13.	Have you accepted the warranty as per TE document?			
14.	Have you accepted terms and conditions of TE document?			
15.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			

**Date:**

**Name**

**Signature**

**Stamp and full address**

**SECTION - XII**  
**BANK GUARANTEE FORM FOR EMD**

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

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

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

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

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

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

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

## SECTION - XIII

### BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ AMC SECURITY

To  
Head of Hospital/Institute/Medical College

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 60 days after the warranty period. 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 - XIV**  
**MANUFACTURER'S AUTHORISATION FORM**

To

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**Deputy Vice President (Tech)**, ID Division, Adarsh, TC 6/1718, Vettamukku, Thirumala  
P.O., Trivandrum - 695006

Dear Sirs,

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

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

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

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

Yours faithfully,

---

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

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

*4. Original letter may be sent.*

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

2. Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of purchaser's inspecting officer

- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
  - 3. Warranty clause
  - 4. Payment terms
  - 5. Paying authority

\_\_\_\_\_  
(Signature, name and address  
of the Purchaser's/Consignee's authorised official)  
For and on behalf of \_\_\_\_\_

Received and accepted this contract

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

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

(Name and address of the supplier)

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

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

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

**SECTION - XV**  
**CONTRACT FORM - A**

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

---

(Address of the Purchaser's/Consignee's  
office issuing the contract)

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

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

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's TE document No\_\_\_\_\_ dated\_\_\_\_\_ and subsequent Amendment  
No\_\_\_\_\_, dated\_\_\_\_\_ (if any), issued by the purchaser
3. Supplier's Tender No\_\_\_\_\_ dated\_\_\_\_\_ and subsequent communication(s)  
No\_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the  
purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the  
documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and  
be read and construed as integral part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its tender;
  - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
  - (ix) Purchaser's Notification of Award

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

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

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

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

- (ii) Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

6. Delivery schedule

- (iii) Details of Performance Security

- (iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of purchaser's inspecting officer

- (v) Destination and despatch instructions

- (vi) Consignee, including port consignee, if any

7. Warranty clause

8. Payment terms

9. Paying authority

\_\_\_\_\_  
 (Signature, name and address  
 of the Purchaser's/Consignee's authorised official)  
 For and on behalf of \_\_\_\_\_

Received and accepted this contract

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

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

(Name and address of the supplier)

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

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

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

**SECTION - XVI**  
**CONTRACT FORM - B**  
**CONTRACT FORM FOR AMC**

**Annual CM Contract No.** \_\_\_\_\_

Between \_\_\_\_\_

(Address of Head of Hospital/Institute/Medical College)

And \_\_\_\_\_

(Name & Address of the Supplier)

**Ref: Contract No** \_\_\_\_\_ **dated** \_\_\_\_\_ **(Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)**

In continuation to the above referred contract The Contract of Annual Comprehensive Maintenance is hereby concluded as under: - (a)

1	2	3	4			5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTIT Y. (Nos.)	AMC Cost for Each Unit year wise*.			Total AMC Contract Cost for 3 Years (4a+4b+4c)
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	
			a	b	c	

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- b) The AMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of AMC)
- c) The cost of AMC which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years as contained in the above referred contract on yearly basis for complete equipment (including Batteries for UPS).
- d) There will be 98% uptime warranty during AMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend AMC period by double the downtime period.
- e) During AMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during AMC.

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

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

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

## SECTION - XVIII

### Proforma of Final Acceptance Certificate by the Consignee

No \_\_\_\_\_

Date \_\_\_\_\_

**To**

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

\_\_\_\_\_

\_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant.

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

- (a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the equipment(s)/plants: \_\_\_\_\_
- (c) Equipment(s)/ plant(s) nos.: \_\_\_\_\_
- (d) Quantity: \_\_\_\_\_
- (e) Bill of Loading/ Air Way Bill/ Railway  
Receipt/ Goods Consignment Note no. \_\_\_\_\_ dated \_\_\_\_\_
- (f) Name of the vessel/Transporter: \_\_\_\_\_
- (g) Name of the Consignee: \_\_\_\_\_
- (h) Date of commissioning and proving test: \_\_\_\_\_

**Details of accessories/spares not yet supplied and recoveries to be made on that account.**

Sl. No.	Description of Item	Quantity	Amount to be recovered No.
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The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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

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

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

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

Signature

Name

Designation with stamp

## Explanatory notes for filling up the certificate:

He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

Training of personnel has been done by the supplier as specified in the contract

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned

## Section - XIX

### Consignee List

Consignee Code	Medical Institutions	Contact Address.	AirPort	Sea Port
Akkulam Factory, Thiruvananthapuram (AFT) <hr/>		Akkulam Factory, Thiruvananthapuram (AFT) <hr/>	Trivandrum	Cochin

### SAP VENDOR CREATION TEMPLATE

Name of Vendor / Supplier		
Address for Communication		
Phone Number		
Type of Organisation		Company / Partnership / Proprietor
PAN Number [attach copies]		
TIN Number [attach copies]		
CST Number [attach copies]		
Service Tax Registration No [attach copies]		
<b>Bank Details</b>		
Name of Bank		
Account Number		
RTGS / NEFT [IFS] Code		
Branch Name & Address		

**Name & Signature of Contractor**