

IFB No: HLL/AFT-CMO/JH-I/DG/2016-17, DT 22.02.2017

TENDER FOR SUPPLY OF
DIERSEL GENERATOR
(25 KVA)
FOR
JHARKHAND PROJECT



HLL Lifecare Limited

(A GOVT. OF INDIA ENTERPRISE)

AKKULAM FACTORY, SREEKARIAM P.O.

THIRUVANANTHAPURAM – 17

Phone +91 471 244 5930, Fax +91 471 244 5935

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HLL LIFECARE LIMITED
(Formerly Hindustan Latex Limited)
AKKULAM FACTORY, SREEKARIAM P.O. THIRUVANANTHAPURAM - 17

Tender for Supply of 25KVA Diesel Generators

BID REFERENCE : IFB NO: HLL/AFT-CMO/JH-1/DG/2016-17
Dt. 22.02.2017

DATE OF COMMENCEMENT
OF SALE OF BIDDING DOCUMENT : 22/02/2017

LAST DATE FOR SALE OF BIDDING
DOCUMENT : 03/03/2017 , 11.00 HRS

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 03/03/2017 , 14.00 HRS

TIME AND DATE OF OPENING
OF BIDS : 03/03/2017 , 15.00 HRS

PLACE OF OPENING OF BIDS : HLL LIFECARE LIMITED
AKKULAM FACTORY,
SREEKARIAM P.O.
THIRUVANANTHAPURAM – 17
Phone +91 471 244 5930
Fax +91 471 244 5935
Email: hcdcmo@lifecarehll.com

ADDRESS FOR COMMUNICATION : **Joint General Manager (Mtls)**
HLL LIFECARE LIMITED
AKKULAM FACTORY,
SREEKARIAM P.O.
THIRUVANANTHAPURAM - 17
Phone +91 471 244 5930
Fax +91 471 244 5935
Email: hcdcmo@lifecarehll.com

ABSTRACT

SECTION No.	DESCRIPTION	PAGE No.
<u>PART A</u>		
SECTION I	INVITATION FOR BIDS (IFB)	04
SECTION II	INSTRUCTION TO BIDDERS (ITB)	07
SECTION III	GENERAL CONDITIONS OF CONTRACT (GCC)	19
SECTION IV	SPECIAL CONDITIONS OF CONTRACT (SCC)	28
SECTION V	TECHNICAL SPECIFICATIONS	35
SECTION VI	QUALIFICATION CRITERIA	43
SECTION VII	PROFORMA FOR EQUIPMENT AND QUALITY CONTROL	44
SECTION VIII	PERFORMANCE STATEMENT	45
<u>PART : B</u>		
SECTION IX	PRICE BID FORM	48
SECTION X	PRICE SCHEDULE (I - A) (a)	49
	PRICE SCHEDULE (I - A) (b)	50
SECTION XI	CMC PRICE SCHEDULE (I - A) (a)	51
	CMC PRICE SCHEDULE (I - A) (b)	52
SECTION XII	CHECK LIST	54

PART - A

**SECTION I
INVITATION FOR BIDS (IFB)**

INVITATION FOR BIDS (IFB)

IFB No: HLL/AFT-CMO/JH-I/DG/2016-17, Dt. 22.02.2017

HLL Lifecare Limited hereby invites sealed bids from eligible bidders for the supply of 25 KVA Diesel Generators for Jharkhand Projects, hospital wise designated locations.

Schedule A (25 KVA)

=====

S. No.	Equipment	Estimated Qty Required (in Nos.)	EMD (Rs)
I	Generator (DG) Set 25 KVA	13 Nos	1,00,000.00

Sl.No	Hospital	Name of District	Qty
1	District Hospital, Bokaro	Bokaro	1 No.
2	District Hospital, Deoghar	Deoghar	1 No.
3	District Hospital, Dumka	Dumka	1 No.
4	District Hospital, Giridih	Giridih	1 No.
5	District Hospital, Hazaribag	Hazaribag	1 No.
6	District Hospital, Jamtara	Jamtara	1 No.
7	District Hospital, Simdega	Simdega	1 No.
8	District Hospital, Latehar	Latehar	1 No.
9	District Hospital, Pakur	Pakur	1 No.
10	District Hospital, Palamu	Palamu	1 No.
11	District Hospital, Godda	Godda	1 No.
12	District Hospital, Koderma	Koderma	1 No.
13	District Hospital, Rajmahal	Sahebganj	1 No.

Sealed Tenders in duplicate will be accepted till 14.00 Hrs on 03/03/2017 ,

1. Interested eligible Bidders may obtain further information from the office of the **Joint General Manager (Mtls), HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram -17**
2. Deleted.
3. Deleted

4. Interested eligible bidders may submit their bidding documents at the office of the **Joint General Manager (Mtls), HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram -17** on the specified date and time. Bids will be evaluated for each item separately.

5. All bids must be accompanied by the items/documents specified herein and must be delivered to **Joint General Manager (Mtls) on or before 03/03/2017, 14.00 Hrs.** **The bids (Technical Bids) will be opened on 03/03/2017, at 15.00 HRS,** in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

SECTION II
INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. Eligible Bidders

- 1.1 Only primary manufacturers and/or authorized dealers are eligible to participate in the tender.
- 1.2 Bidders should not be associated with the purchaser for the preparation of the design, specifications, and other documents used for the procurement of the goods under this Invitation of Bids.
- 1.3 The bidder should have a **minimum experience of 3 years in the field of manufacture and/or supply** of the product.
- 1.4 Bidder should have good financial background proven by balance sheet of two immediate previous financial years showing profit.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. Contents of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:
 - a. Instruction to Bidders (ITB);
 - b. General Conditions of Contract (GCC);
 - c. Special Conditions of Contract (SCC);
 - d. Technical Specifications;
 - e. Qualification criteria;
 - f. Performance statement
 - g. Bid Form;
 - h. Price Schedule;
 - i. Check List
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective Bidders which have received the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

Those bidders who download the tender documents from our website should furnish the Name and address of the vendor, name of contact person, telephone & Fax numbers and Email details immediately by fax/Email to HLL Akkulam. Any changes pertains to this tender shall be communicated only through our website www.lifecarehll.com

- 5.2 All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids

C. PREPARATION OF BIDS

6. Language of Bid

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

7. Documents Comprising the Bid

Following documents and forms are to be included in the technical bid and commercial bid respectively.

7.1 TECHNICAL BID

The technical bid shall consist of the following documents.

- a) EMD / Bid Security in form of DD, drawn in favor of HLL Lifecare Limited, payable a Thiruvananthapuram. The EMD / Bid Security shall be refunded to the non-responsive bidders within 60 days from the date of opening of Bid.
- b) The technical specifications enclosed along with the bid document shall be confirmed by signature of the bidder/authorized signatory of the bidding firm, in all pages and authorized by official seal. The information shall be filled in the technical specifications wherever necessary as per the instructions given.
- c) Duly attested copies of factory license/ Industrial license, sales tax registration, and documents to prove the legal status, place of registration and principal place of business of the undertaking
- d) Duly attested copies of quality certificates for the products, quality system certifications and quality accreditation certificate as specified in technical specification. **Product catalogue / Detailed printed literature to prove the technical specification along with COMPLIANCE SHEET confirming to technical specification should be attached with offer.**
- e) The dealer should provide authorization letter from manufacturer to do business in the State of Jharkhand.
- f) Copy of Balance sheet for the past two financial years, duly certified by a chartered accountant
- g) Performa for equipment and quality control, duly filled as per section VII
- h) Performance statement in the Performa under section VIII
- i) Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- j) Documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents
- k) Duly filled Check list as per section XII

7.2 PRICE BID

Duly filled Bid Form and price schedule as per sections IX, X and XI respectively.

8. Bid Form

- 8.1 The Bidder shall fill up the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Bid Prices .

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices and total Bid prices of the goods it proposes to supply under the Contract.
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (i) The price of the goods, quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales tax and other taxes already paid or payable:
 - (a) on components and raw material used in the manufacture or assembly of the goods quoted ex-factory; or
 - (b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

- (ii) any purchaser-country sales and other taxes which will be payable on the goods if this contract is awarded;
- (iii) charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the cost of incidental services listed in the Special Conditions of contract.

9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees.

11. Documents establishing bidder's eligibility and qualifications

11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfactions.

(a) that the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI. To this end, all bids submitted shall include the following information:

(i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;

(ii) *Details of experience and past performance of the bidder on items offered and on those of similar nature within the **past three years** and details of current contracts in hand and other commitments (as per proforma given in Section VIII)*

12. Documents establishing goods conformity to bidding documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding

documents may be in the form of literature, drawings and data and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continued functioning of the goods for a period of Five years, following commencement of the goods used by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers, if any, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. **Period of Validity of Bids**

13.1 Bids shall be valid for One year from the date of opening of price bid

13.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

14. **Format and Signing of Bid**

14.1 *The bidder shall prepare two copies* of the bid clearly marking each "Original Bid" and "Copy Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

14.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

15. Sealing and Marking of bids

Separate bids shall be submitted for price bid and technical bids.

15.1 The bidders shall seal **Technical bid** and **Price bid** duly marking the envelopes as ***“TECHNICAL BID” - cover “A”*** and ***“PRICE BID” - cover “B”***. ***has to be placed in a single cover***. The Bidders shall then place both the inner envelopes (cover “A” & cover “B”) in an outer envelope. The name of the product for which the bid is made must be marked on both the inner envelopes and the outer envelope.

15.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

Joint General Manager (Materials)
HLL Lifecare Limited,
Akkulam Factory, Sreekaryam P.O. ,
Thiruvananthapuram -17
Phone 0471 2445930 / 2445935

(a) The outer envelope shall bear the Invitation for bids (IFB) number, and a statement:

“SUPPLY OF 25KVA DIESEL GENERATORS TO JHARKHAND”
“DO NOT OPEN BEFORE” 15.00 HRS. ON 03/03/2017”

(b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.

(c) If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

(d) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

(e) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. LATE BIDS

16.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 17.3 No bid may be modified subsequent to the deadline for submission of bids.
- 17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

E. BID OPENING AND EVALUATION

18. Opening of Bids by Purchaser

- 18.1 The Purchaser will open all technical bids (Cover A), in the presence of bidder's representatives who choose to attend, at 15.00 HRS on 03/03/2017 at the following location:

**HLL Lifecare Limited, Akkulam Factory, Sreekaryam (P.O),
Thiruvananthapuram -17. Phone: 0471 2445930 / 2445935**
- 18.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 18.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 16.
- 18.4 The Purchaser will prepare minutes of the bid opening
- 18.5 The "Price Bid" (Cover B) will be opened after evaluation of "Technical bids" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.
- 18.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser will depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical

evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The on-site evaluation may include the inspection of the specimen sample of the goods. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

19. CLARIFICATION OF BIDS

19.1 During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

20. PRELIMINARY EXAMINATION

20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.

20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

20.4 Prior to the detailed evaluation, pursuant to Clause ITB 21, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

21. EVALUATION AND COMPARISON OF BIDS

21.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 20.

21.2 The purchaser's evaluation of a bid will take into account, in addition to the bid

price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 21.3 and in the technical specifications:

(a) cost of inland transportation, insurance and other costs incidental to the **delivery of goods; to designated delivery destination in the above Hospitals at Jharkhand State** / to Stores, HLL Lifecare Limited, Akkulam, Thiruvananthapuram.

ii. The comprehensive annual maintenance charges for a period of 5 years subsequent to free guarantee maintenance period of 1 year if applicable.

21.3 Pursuant to ITB Clause 21.2 the following evaluation methods will be applied:

(a) Inland transportation, from factory, insurance and incidentals.

(i) Inland transportation, insurance and other incidentals, for delivery of goods to the required locations mentioned in ITB Section 21.2 The above costs will also be considered in the bid price.

(b) Spare parts and after sales service facilities in India:

The cost of the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

(c) Comprehensive Maintenance Contract (CMC)

The Purchaser desires to have separately comprehensive maintenance charges for a period of 5 years after the expiry of free maintenance period, clearly indicating year wise comprehensive maintenance charges, as per Section XI.

22. CONTACTING THE PURCHASER

22.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.

22.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidder's bid.

F. AWARD OF CONTRACT

23. POST QUALIFICATION

23.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated

responsive bid meets the criteria specified in ITB Clause 11.2 and is qualified to perform the contract satisfactorily

23.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the Purchaser deems necessary and appropriate.

23.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

24. AWARD CRITERIA

24.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

25.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions with in the bid validity period.

25.2 The quantity mentioned herein are approximate present requirement and in case more or less quantity is required, the suppliers should be prepared to effect supply at short notice on the same terms and conditions.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders.

27. NOTIFICATION OF AWARD

27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.

27.2 The notification of award will constitute the formation of the contract

28. SIGNING OF SUPPLY AGREEMENT

28.1 The successful bidder has to sign a supply agreement, the draft of which will be send to the lowest bidder only with the letter informing the acceptance of bid.

Within 7 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the supply agreement and return it to the Purchaser.

29. DELAYS IN DELIVERY OF GOODS

- 29.1 Delivery of the Goods shall be made by the Supplier within 15 days from the date of placing the Purchase Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.
- 29.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.
- 29.3 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the purchase order.

30 PAYMENT TERMS

Supply Part

- 70% within 30days on documentary proof of invoiced items on Pro-Rata basis, Goods Receipt Certificate at *13 Hospitals in Jharkhand State* and Warranty Certificates.
- 20% after Erection, Testing, Commissioning and Handing Over of the items.
- 10% after Erection, Testing, Commissioning and Handing Over of the complete system against Performance Bank Guarantee valid for a period of ONE year.

Service Part

- 100% after Erection, Testing, Commissioning and Handing Over of the complete system at *13 Hospitals in Jharkhand State* against Performance Bank Guarantee valid for a period of ONE year.

30.1 Total payment (100% payment) will be released only after satisfactory completion of commissioning, Installation and receipt of final acceptance certificate by the consignee or on receipt of Final Acceptance Certificate by the Consignee & Performance Bank Guarantee.

- 30.2 Test Reports (wherever applicable) are to be forwarded along with the original invoices.
- 30.4 **Payment for Annual Comprehensive Maintenance Contract Charges:**
The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee.

SECTION III
GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Sl. No.	DESCRIPTION	PAGE No.
1.	DEFINITIONS	21
2.	APPLICATION	21
3.	STANDARDS	21
4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	22
5.	PATENT RIGHTS	22
6.	INSPECTION AND TESTS	22
7.	PACKING	23
8.	DELIVERY AND DOCUMENTS	23
9.	INSURANCE	23
10.	INCIDENTAL SERVICES	23
11.	SPARE PARTS	23
12.	WARRANTY	24
13.	PAYMENT	24
14.	PRICES	25
15.	CHANGE ORDERS	25
16.	CONTRACT AMENDMENTS	25
17.	ASSIGNMENT	25
18.	SUBCONTRACTS	25
19.	LIQUIDATED DAMAGES	26
20.	TERMINATION BY DEFAULT	26
21.	FORCE MAJEURE	26
22.	TERMINATION FOR INSOLVENCY	26
23.	RESOLUTION OF DISPUTES	26
24.	GOVERNING LANGUAGE	27
25.	APPLICABLE LAW	27
26.	NOTICES	27
27.	TAXES AND DUTIES	27

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) “The Goods” means all the products, equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the Organization purchasing the Goods, as named in SCC;
- (h) “The Supplier” means the individual or firm supplying the Goods under this Contract;
- (i) “Day” means calendar day.
- (j) “Delivery period” means the period applicable upto completion of supply; installation and testing by the supplier at the required location mentioned in purchase order and accepted by the Purchaser.
- (k) **“Earnest Money Deposit” (EMD) means Bid Security / monetary or financial guarantee to be furnished by a tenderer along with its tender.**

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods’ country of origin and such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

5. PATENT RIGHTS

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. INSPECTION AND TESTS

- 6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 6.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 6.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
- 6.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

7. PACKING

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided in the purchase order including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8 DELIVERY AND DOCUMENTS

- 8.1 ***Delivery destination (for present estimated requirement) of the Goods at 13 Hospitals in Jharkhand State.*** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the purchase order by the Purchaser. The details of dispatching (***hospital wise designated location with item wise per unit quantity***) and/or other documents to be furnished by the supplier are specified in the purchase order, if any.

9. INSURANCE

- 9.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

10. INCIDENTAL SERVICES

- 10.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) Furnishing of detailed operations and maintenance manual for each product
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) Training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

11 SPARE PARTS

- 11.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

12. WARRANTY

12.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the state/country of final destination

12.2 This warranty shall remain valid for one year after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

12.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

12.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser

12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.

12.6 ***Successful tenderer have to furnish security deposit of 5% of Order value / contract value on pro-rata basis, as specified in SCC.6.4***

13. PAYMENT

13.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.

13.2 The Suppliers request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents, submitted pursuant to GCC Clause 8, and upon fulfillment of other obligations stipulated in the contract.

13.3 Payment shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice/claim by the Supplier.

13.4 Payment shall be made in Indian Rupees

14. PRICES

14.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the Purchaser's request for bid validity extensions, as the case may be.

15. CHANGE ORDERS

15.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipping or packing

(c) the place of delivery; or

(d) the services to be provided by the Supplier.

15.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

16. CONTRACT AMENDMENTS

16.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

17. ASSIGNMENT

17.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

18. SUBCONTRACTS

18.1 The supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

19. LIQUIDATED DAMAGES

- 19.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC if any. Once the maximum is reached, the Purchaser may consider termination of the Contract.

20. TERMINATION BY DEFAULT

- 20.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
- (b) if the Supplier fails to perform any other obligation(s) under the contract.
- 20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

21. FORCE MAJEURE

- 21.1 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 not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 21.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. TERMINATION FOR INSOLVENCY

- 22.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

23. RESOLUTION OF DISPUTES

- 23.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

23.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

23.3 The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram.

24. GOVERNING LANGUAGE

24.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

25. APPLICABLE LAW

25.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

26. NOTICES

26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

27. TAXES AND DUTIES

27.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the Notification of Award.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Sl. No.	DESCRIPTION	PAGE No.
1.	DEFINITIONS	30
2.	INSPECTION AND TESTS	30
3.	INSURANCE	30
4.	INCIDENTAL SERVICES	30
5.	SPARE PARTS	30
6.	WARRANTY	31
7.	PAYMENT	31
8.	PRICES	32
9.	SUBCONTRACTS	32
10.	LIQUIDATED DAMAGES	32
11.	RESOLUTION OF DISPUTES	32
12.	COMPREHENSIVE MAINTENANCE CONTRACT	33
13.	ENCLOSURES TO BID	33

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. DEFINITIONS (GCC Clause 1)

- (a) The Purchaser is HLL Lifecare Limited, Akkulalm Factory, Thiruvananthapuram

2. INSPECTION AND TESTS (GCC Clause 6)

- 2.1 The following inspection procedures and tests are required by the Purchaser; the supplier shall get each equipment inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.
- 2.2 The Purchaser or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.
- 2.3 If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the Purchaser.

3. INSURANCE (GCC Clause 9)

- 3.1 For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

4. INCIDENTAL SERVICE (GCC Clause 10)

- 4.1 The following services covered under GCC Clause 10 shall be furnished and the cost shall be included in the contract price:
 - (a) Unloading, safe storage and handling of consignment off site.
 - (b) On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment.
 - (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

5. SPARE PARTS (GCC Clause 11)

Add as Clause 11.2 to the GCC the following:

- 5.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable

spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible but in any case within one week of placement of order.

6. WARRANTY (GCC Clause 12)

Substitute GCC Clause 12.2 by the following:-

- 6.1 This warranty shall remain valid for ONE year after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- 6.2 Any major repair pointed out by the Purchaser within the warranty period shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.
- 6.3 The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
 - (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2:

6.4 Security Deposit: Substitute GCC Clause 12.6 by the following:

Successful tenderer have to furnish security deposit of 5% order value / contract value. EMD will be adjusted against Security Deposit and balance amount of Security Deposit has to be deposited on receipt of Purchase Order / Contract, on pro-rata basis, will be refunded on completion of contract.

7. PAYMENT (GCC Clause 13)

7.1 Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) No advance payment is payable.

Supply Part

- (ii) 70% within 30days on documentary proof of invoiced items on Pro-Rata basis, Goods Receipt Certificate from *13 Hospitals in Jharkhand State* and Warranty Certificates.
- (iii) 20% after Erection, Testing, Commissioning and Handing Over of the items.
- (iv) 10% after Erection, Testing, Commissioning and Handing Over of the complete system against Performance Bank Guarantee valid for a period of ONE year.

Service Part

- 100% after Erection, Testing, Commissioning and Handing Over of the complete system to *13 Hospitals in Jharkhand State* against Performance Bank Guarantee valid for a period of ONE year.
- (v) ***Total payment (100% payment) will be released only after satisfactory completion of commissioning, Installation and receipt of final acceptance certificate by the consignee or on receipt of Final Acceptance Certificate by the Consignee & PG.***

7.2 Payment for Annual Comprehensive Maintenance Contract Charges:

The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee.

8. PRICES (GCC Clause 14)

Substitute Clause 14.1 of the GCC with the following:

- 8.1 Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

9. SUB CONTRACT (GCC Clause 18)

Add at the end of sub-clause 18.1 the following:

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

10. LIQUIDATED DAMAGES (GCC Clause 19)

For delays:

Substitute GCC Clause 19.1 by the following:

- 10.1 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

11. RESOLUTION OF DISPUTES (GCC Clause 23)

Add as GCC Clauses 23.3 and 23.4 the following:

- 11.1 **The dispute resolution mechanism to be applied pursuant to GCC Clause 23 shall be as follows:**
(a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the Purchaser and the supplier. The third Arbitrator shall be

chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).

11.2 The venue of arbitration shall be the place from where the Contract is issued i.e. Thiruvananthapuram.

12. COMPREHENSIVE MAINTENANCE CONTRACT (CMC):

12.1 During CMC period, any major repair pointed out by the Purchaser shall be rectified by the Supplier, on intimation, within 8 hours of the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.

12.2 The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 1 year.

12.3 The Supplier shall also indicate separately post guarantee maintenance cost (CMC) of the entire system for 5 years subsequent to free maintenance period and shall clearly indicate year wise maintenance cost with probable cost of spares required for each year, in addition to comprehensive maintenance charges, as per Section XI.

12.4 During the CMC period, **2 preventive maintenance** has to be carried out by the firm in a year, i.e one preventive maintenance in every 6 months. The minimum gap between any two preventive Maintenance should be atleast 150 to 180 days.

12.5 The firm should also attend any number of breakdown calls as and when required. All breakdown calls shall be attended to immediately not later than 8 hours of call and all major repairs shall be rectified within 3 calendar days from the date of intimation.

12.6 For the equipment, periodical preventive maintenance and breakdown calls including replacement of defective spares shall be attended by you at free of cost to maintain the 95% uptime guarantee and the maximum time permitted for restoration, during the warranty period and CMC period.

12.7 In the event of the downtime exceeding the prescribed maximum period, the warranty period will be accordingly extended and the effective date of commencement CMC will be shifted accordingly.

12.8 The bidder should ensure availability of spares for the period of atleast 8 years from the date of installation of equipment.

13. ENCLOSURES TO BID:

13.1 Technical bid (Cover A):

Technical Bid shall include duly filled up Tender documents along with

- a) **Bid Security amount / EMD in form of DD, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram.**

- b) Duly attested copy of License, approved by the concerned Licensing Authority.
 - c) *Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.*
 - d) Authorization of senior responsible officer of the Company to transact business.
 - e) Authorization letter from manufacturer to do business in the Jharkhand State.
 - f) Annual turnover statement for last three years certified by the Auditor.
 - g) Copies of Balance Sheet and Profit & Loss Account for two years certified by the Auditors.
 - h) Self certified statement of the Installed manufacturing capacity of the Items quoted.
 - i) Qualification Criteria – Section VI
 - j) Performance Statement - Section VIII
 - k) Technical literature and other documents in support of the goods / services.
 - l) Specification compliance statement
 - m) Letter confirming availability of spare parts for atleast 8 years and sales service facility in India.
 - n) List of items quoted (without prices)
 - o) Duly filled check list as per Section – XII
 - p) Copy of the receipt against the purchase of tender document.
 - q) Tender document with sign and seal in all the pages.
- 13.2 Price Bid (Cover B): (Price bid shall include)
- a) Duly filled in Price Schedule - Section X and XI
 - b) Bid Form – Section IX
 - c) **The comprehensive annual maintenance charges for a period of 5 years subsequent to free guarantee maintenance period of 1 year along with probable cost of spare parts, as per Section XI.**

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

SECTION V
TECHNICAL SPECIFICATIONS
Schedule A (25KVA)

=====
25KVA DIESEL GENERATOR SET

Generator (DG) Set 25KVA	
Technical Specifications:	
<ul style="list-style-type: none">• 25 KVA DG SET comprising of ENGINE, with standard accessories coupled with Alternator with Diesel Tank, Starting battery with leads, AMF Control panel• Should be reputed brand and make and should be Silent D.G Set with Acoustic Enclosure• Supplied with standard AMF panel of fully automatic control• It should CPCB -II Approved Acoustic Enclosure.• Rating should be in KVA, PF Brushless• Digital Type Voltmeter Ammeter, Hertz Meter, Kwh• Water-Cooled, Multi Stroke Multi Cylinders• Comprising Of Alternator Stamford/KEC/CG• Safety Key lock to prevent unauthorized use• Device is produced by ISO 9001 certified manufacturer	

Scope of Work

Scope of the work shall include Supply, Testing and Commissioning of 25 KVA, SILENT Diesel Generator Set with Central Pollution Control Board approved Acoustic Enclosure comprising of Diesel Engine with standard accessories coupled to Alternator mounted on Channel Iron Base Frame with Vibration Free Pads, complete with Fuel Tank having sufficient capacity for minimum 8 Hours of operation with **Auto Main Failure (AMF)** Control Panel and Batteries with the following features given below.

Make

Engine : **Kirloskar Green / Asok Leyland / Cummins / Mahindra / Equivalent**

Alternator : **KIRLOSKAR ELECTRIC / CROMPTON GRAVES / STANFORD / EQUIVALENT**

Engine

The Engine shall be of Radiator Cooled, Multi Stroke, Multi-Cylinder confirming to relevant Standards.

Battery Charging Alternator shall be coupled with the Engine.

Lube Oil Pressure Gauge, Water Pressure Gauge, Water Temperature Gauge and Oil Temperature Gauge shall be provided in the Engine.

Additional 230V Battery Charger shall be provided external to the engine.

Engine shall be filled with first fill of (fresh) Lube Oil and Coolant.

Alternator

Alternator shall be of Brushless, Self-Excited type rated at 25 KVA.

Terminal Voltage of the Alternator shall be 3 Phase, 415±1% Volts, 50 Hz, 0.8 Power Factor, Four Wire.

Insulation of the Alternator shall be Class-H.

Voltage of the Alternator shall be self-regulated through AVR.

Mounting

Engine and Alternator shall be mounted on a common MS fabricated base frame with AVM Pads.

AMF Control Panel

The Control Panel shall be fabricated with minimum 16 gauge CRCA sheet and painted with powder coated paint. Suitable size of Aluminum Buses shall use for incoming and outgoing termination.

The DG set shall work on **Auto Main Failure (AMF)** with all accessories such as Contactors having sufficient rating, AMF Relays etc. complete. *AMF Relays etc. complete.* **AMF control shall be inbuilt, Factory integrated along with the Generator.**

The operation, monitoring and control of the system shall be controlled with Micro-processor based Controller installed in the Control Panel.

CT (Current Transformer) provided for measuring current shall be of Class 0.5 and shall be of cast resin type. The CT's provided shall be submitted with the test certificate from State Electrical Inspectorate.

Indication Lamps shall be provided in the control panel for 'Load On' and 'Running'.

Suitable rating of MCCB with over load and short circuit protection shall be mounted in the Control Panel for the isolation of loads.

MCB shall be provided for the isolation / protection of control circuit (No fuses shall be used).

The AMF Control panel shall have the following functional facilities

- Emergency Stop
- Fault Reset
- Auto Start
- Manual Start
- Meters displaying the parameters
 - Voltage
 - Current
 - Frequency
 - Speed (RPM)
 - Oil Pressure
 - Water Pressure
 - KVA
 - KW
- LED Indication for the faults
 - Fail To Start
 - Over Load
 - Over Speed & Under Speed
 - Low Oil Pressure

- Engine temperature High
- Battery Charging Alternator Fail
- Engine Hour Counter

Vendors

Vendors List of the switchgear and other accessories are given below.

MCB & MCCB	: SIEMENS
Contactors	: SIEMENS
CT	: KAPPA / INTRANS / Equivalent
Indication Lamps	: TECKNIK / SIEMENS / L&T
Meters	: COZERVE / RISHAB /AE

Acoustic Enclosure

Acoustic Enclosure shall be made of CRCA sheet having minimum 2 mm thickness and the walls of the enclosure insulated with fire retardant foam. Sound level at 1 Mtr shall be ≤ 75 dB. The DG set shall meet all the specifications/norms stipulated by Ministry of Environment and Forests, Central Pollution Control Board (CPCB) and State Electrical Inspectorate etc. Necessary Air Louvers shall be provided in the enclosure.

Certifications

Genset shall be confirming to CPCB-II norms. The model No. of Genset should be certified by The Automotive Research Association of India being the Research Institute (ARAI) of the Automotive Industry with Ministry of Heavy Industries & Public Enterprises, Government of India.

Copy of the valid certificate of ARAI showing the model no. to be attached with the offer.

Battery

Battery shall be Sealed Maintenance Free type. Make and Technical Data of the Battery shall be mentioned in the offer.

Fuel Tank

Fuel Tank shall have sufficient capacity for minimum 8 Hours of operation of the DG Set. Fuel Gauge shall also be provided for the indication of the level of the fuel. Breather to be provided on the top of the tank.

Earthing and earthing Strip and length of exhaust piping :

Earthing and earthing strips will be on HLL/Purchaser's scope.

The tenderer shall quote 5" and 3" diameter exhaust pipe for one meter each. In case any additional quantity required, will be paid extra.

Supply, Testing & Commissioning

Supply, Testing & Commissioning of the whole system shall be in the scope of the Supplier. Standard no load and load (in steps of 25%, 50%, 100% load) trial shall be conducted by the Supplier.

Minimum 15 Ltr of Diesel shall be filled by the supplier for the commissioning the DG at free of cost.

Approval

Approval from statutory bodies shall be arranged by HLL

Warranty

The Engine, Alternator, Battery and other accessories shall be warranted for a period of 12 Months from the date of commissioning. Necessary Certificates of Warranty shall be submitted along with the DG Set. Supplier has to provide service support within 8 Hours from commissioning time.

Annual Comprehensive Maintenance Contract (ACMC)

Tenderer shall extend Annual Comprehensive Maintenance Contract for the whole system for a period of FIVE years after the completion of Performance Warranty period. Supplier has to provide service support within 8 Hours through the authorized servicing party of the Generator. Rate of Comprehensive Annual Maintenance Contract shall be quoted in the Format attached as ANNEXURE.

PAYMENT TERMS

Supply Part

- 70% within 30days on documentary proof of invoiced items at designated hospitals and Warranty Certificates.
- 20% after Supply, Testing, Commissioning and Handing Over of the items.
- 10% after Supply, Testing, Commissioning and Handing Over of the complete system against Performance Bank Guarantee for equal value valid for a period of ONE year.

Service Part

- Testing and Commissioning shall be done by the supplier at free of cost

Special Conditions:

1. Make and Model Number of Diesel Engine and Alternator shall be specifically mentioned in the Tender. Catalogue of the same shall also be attached with the offer.
2. BHP of the Diesel Engine shall be mentioned in the Tender and the same shall be taken for the calculation of power conversion.
3. Rate may be quoted in the specific Price Bid Format attached
4. Inspection and Testing is to be conducted by the supplier in the presence of Engineer in charge of HLL.

5. Test Certificates of Engine and Alternator shall be supplied along with the DG Set.
6. The Unloading of DG at the site shall be done by the supplier's cost. Leading, positioning & Installation shall be done by HLL/Purchaser. Supplier may submit drawing for foundation of the DG Set.
7. A competent Technical Person from the supplier part shall be present at the time of Testing and Trial Run and for the successful Commissioning of the DG Set.
8. Approval of Equallant make shall be strictly under the preview of HLL and HLL can accept / reject any makes coming under equallent without assigning any reason.
9. Tenderer shall provide and co-ordinate Service/Technical support for Engine, Alternator and other accessories during the period of Performance Guarantee and AMC Period

SECTION VI QUALIFICATION CRITERIA

(Referred to in Clause 11.2 of ITB)

- (a) The bidder or the manufacturer whose product is offered must have manufactured and supplied similar equipment of the type specified in the Bid Documents at least 75% (rounding off to nearest whole number) of the quantity offered in any one of the last three calendar years and should be satisfactorily functioning with no adverse report for at least one year on the date of bid opening.
- (b) The bidder should furnish the information on past supplies and satisfactory performance in the Proforma given under Section - VIII.
- (c) Bidders shall invariably furnish documentary evidence (Client's Certificate) in support of the satisfactory operation of the equipment as specified above.
- (e) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- (f) **Bidder shall execute commissioning the system and all other related activities related to DG Set. A declaration shall be produced by the bidder to this effect.**

SECTION VII

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

(Please attach detailed proforma incorporating the information given below)

BID NO.....

DATE OF OPENING.....

NAME OF THE BIDDER:.....

(Note: All details should relate to the manufacturer for the items offered for supply).

1. Name & Full address of the Manufacturer
 - (a) PAN No
 - (b). ECC Code
 - (c) IEC if applicable
 - (d) CST No
 - (e) TIN No
 - (f) Any other details
2. (a) Telephone No. Office/Factory/Works
- (b) Fax No. Office/Factory/Works
- (c) e-mail address
3. Location of the manufacturing factory
4. Details of important Plant & Machinery functioning in each dept..
5. Details of the process of manufacturer in the factory
6. Details & stocks of raw materials held
7. Production capacity of item(s) quoted for, with the existing Plant & Machinery
 - 7.1 Normal
 - 7.2 Maximum
8. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
9. Details of staff:
 - 9.1 Details of technical supervisory staff in charge of production & quality control
 - 9.2 Production: Managers/engineers/ officers/supervisors
 - 9.3 QA / Q.C :Managers/engineers/ officers/supervisors
 - 9.4 Skilled labor employed
 - 9.5 Unskilled labor employed
 - 9.6 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
10. Whether Goods are tested to any standard specification? If so, copies of specifications & original test certificates should be submitted.
11. Whether bidder is willing to keep minimum stock of the item? If yes, how much can be kept?
 12. What is the lead-time for execution of order for mentioned quantity of the item?

SECTION VIII (a)

PROFORMA FOR PERFORMANCE STATEMENT

Proforma for Performance Statement (for a period of last 3 years)

Bid No. IFB NO: HLL/AFT-CMO/JH-I/DG//2016-17, Dt. 22.02.2017

Name of the firm:

Order placed by (Full Address of Purchaser)	Order No. and Date	Description Of ordered item	Quantity of ordered item	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)

Signature and Seal of the Bidder

.....

SECTION VIII (b)

HLL LIFECARE LIMITED

Akkulam Factory

THIRUVANANTHAPURAM-695017

Bid No. : HLL/AFT-CMO/JH-I/DG//2016-17, Dt. 22.02.2017

INDEMINITY CLAUSE

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate with in the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply order.

Bid pronounced Non Responsive by HLL shall be summarily rejected.

The decision of HLL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

SECTION VIII (c)

HLL LIFECARE LIMITED

Akkulam Factory

THIRUVANANTHAPURAM-695017

Bid No. HLL/AFT-CMO/JH-I/DG/2016-17, Dt. 22.02.2017

DECLARATION

I / WE, The Bidder undertake, we shall execute, with in the purview of the contract, all the works and activities includes; transportation, loading, unloading and other technical work for the installation of DG, related to DG Set installation at the designated site as per the contract / purchase order, at *13 Hospitals in Jharkhand State*.

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE APPLICANT

**SIGNATURE
NAME AND ADDRESS OF APPLICANT**

SECTION IX

PRICE BID FORM

Date :.....

IFB NO: HLL/AFT-CMO/JH-I/DG/2016-17

To:

**HLL Lifecare Limited,
Akkulam Factory,
Sreekariam P.O.
Thiruvananthapuram - 17**

Dear Sir

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said Bidding Documents for the sum of..... (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We agree to abide by price per unit mentioned in price schedule, for the bid validity period specified in the bid document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the eligibility requirements as per ITB Clause 1 of the bidding documents.

Dated this day of 20

(signature)

(in the capacity of) _____

Duly authorized to sign Bid for and on behalf of _____

SECTION XI

CMC Price Schedule (B)
PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT
AFTER WARRANTY PERIOD

Generator (DG) Set 25 KVA with **Auto Main Failure (AMF)** Control Panel

1	2	3	4	5	6	5		
Schedule No.	BRIEF DESCRIPTION OF GOODS	Qty (Nos.)	1 st Year Rate/unit	2 nd Year Rate/unit	3 rd Year Rate/unit	4 th Year Rate/unit	5 th Year Rate/unit	Total CAMC cost for 5 Years per unit
1	Generator (DG) Set 25 KVA and all its accessories	13						

* After completion of Warranty period

NOTE: -

1. The cost of Comprehensive Annual Maintenance Contract (CMC) 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 5 years on early basis for complete equipment and Turnkey (if any).
2. 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.
3. Cost of CMC will be added for Ranking/Evaluation purpose.
4. 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
5. All software updates should be provided free of cost during CMC period.
6. The stipulations in Technical Specification will supersede above provisions
7. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract 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.

Signature of Tenderer :

Name:

Address :

Seal of the Tenderer

Scope of Contract: No of Visit (during the contract period)

a) Preventive maintenance visit:..... b) Break down maintenance visit:.....

“CMC” Comprehensive maintenance Contract includes; 1 labors, spare and preventive & break down maintenance.

Note: Bidders should offer AMC for the entire quantity asked by the purchaser in the tender document.

Part AMC for part quantity for any equipment will not be considered.

Seal and Signature of the bidder

SECTION XII
CHECK LIST

Sl. No.	Documents	Page No.	Remarks
1	Bid Security in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Thiruvananthapuram		
2	Deleted		
3	Market standing certificate to prove that the bidder manufactures the quoted items for the past three years		
4	Duly attested copy of factory license/ Industrial license		
5	Duly attested copy of sales tax registration certificate		
6	Duly attested copy of document to prove the legal status, place of registration and principal place of business of the undertaking		
7	Duly attested copies of quality certificates for the products and quality system certifications		
8	Copy of Balance sheet for the past two financial years, duly certified by a chartered accountant		
9	Copy of Profit & Loss Account for two years certified by chartered accountant		
10	Duly filled proforma showing details of Equipment and Quality Control employed by the manufacturer as per section VII		
11	Proforma for Performance Statement (for a period of last three years) as per Section VIII		
12	Self attested statement showing financial capability necessary to perform the Contract		
13	Self attested statement showing technical and production capability necessary to perform the Contract as per Section VI		
14	Client's Certificate as per Section VI		
15	Product brochure literature, write up etc.		
16	Item-by-item commentary (compliance statement) on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications		
17	The letter of authorization indicated by written power-of-attorney		
18	The letter of authorization from manufacturer to do business in Jharkhand state		
19	Spare parts and after sales service facilities in India		
20	Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor		
21	Annual turnover statement for last three years certified by the Auditor		
22	List of items quoted (without prices)		
23	Signed tender document with seal in all the pages		