

M/s HLL INFRA TECH SERVICES LTD. (HITES)
(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)
AS EXECUTING AGENCY TO
MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA, NEW DELHI

E-TENDER
FOR
SUPPLY AND FIXING MEDICAL FURNITURE IN OPD AND
EXAMINATION WING AT
AIIMS BIBINAGAR, TELENGANA

TENDER NO: HITES/IDS/20/04

Dated: 14.05.2020



Golden Jubilee Block, HLL Bhavan,
Poojappura P.O
Thiruvananthapuram
PH: 0471 - 2775500, 0471-2775569
Web: www.hllhites.com

SECTION - I NOTICE INVITING TENDERS (NIT)**HLL INFRA TECH SERVICES LIMITED****Tender Enquiry No: HITES/IDS/20/04****Dated: 14.05.2020**

1. HLL Infra Tech Services Limited, (HITES) as Executing Agency on behalf of Ministry of Health and Family Welfare, Govt. of India, invites online bids from firms / contractors of repute in two envelope system for the following procurement/work:

Item No.	Description of Items	Estimated cost.	E.M.D. Amount
1	Supply and fixing Medical furniture in OPD and Examination wings at AIIMS Bibinagar, Telengana	Rs. 20,92,676/-	Rs. 41,853/-

2. Tender No.: **HITES/IDS/20/04**

Sl No.	Description	Schedule
i.	Starting date of downloading the documents	14.05.2020
ii.	Cost of the Tender Enquiry Document	Rs. 1770 /- (Rs.1500+18% GST)
iii.	Closing date & time for receipt of Tender	26.05.2020, 17:00 Hrs. (IST)
iv.	Time and date of opening of Techno – commercial tenders	27.05.2020, 17:00 Hrs. (IST)
v.	Pre bid date and time / Query submission	The bidders having queries/clarification regarding the tender can submit their queries at e-tender portal or email @ cmhllid@lifecarehll.com on or before 18.05.2020 at 5.00 pm. The reply will be published in e tender portal.

vi.	Completion period	45 days from the date of issue of LOA or handing over of site whichever is later.
vi.	Venue of Opening of Techno - Commercial Tender	HLL Infra Tech Services Limited, Golden Jubilee Block, HLL Bhavan, Poojappura P.O Thiruvananthapuram

3. For submission & other tender details, please refer detailed NIT on www.hllhites.com and e-tender portal <https://etenders.gov.in/e procure/app>.
4. HITES/ Client reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through www.hllhites.com and e-tender portal <https://etenders.gov.in/e procure/app> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.
5. The prebid queries shall be addressed to cmhllid@lifecarehll.com on or before the date specified in Para 2 above.
6. All Tenders must be accompanied by EMD and Tender fee as specified in Para 1 & 2 above. Tenders without EMD and tender fee shall be rejected.

For and on behalf of **MoHFW**

AVP (IDD) & HEAD (IDS),
HLL Infra Tech Services Limited,
Golden Jubilee Block, HLL Bhavan,
Poojappura P.O
Thiruvananthapuram

SECTION – II GENERAL INSTRUCTIONS TO TENDERER (GIT)**A -PREAMBLE****1. Definitions and Abbreviations**

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

1.2. Definitions:

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

placed on it. Performance Security is also known as Security Deposit.

- (x) **“Consignee”** means the Hospital/Dispensaries/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (xi) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) **“Day”** means calendar day.
- (xiv) **“Department/ Client”** means Ministry of Health & Family Welfare, Govt. of India and shall include their legal representatives, nominee, employees and Officials.
- (xv) **“Executing agency”** means **M/s HLL Infra Tech Services Ltd (HITES)** who has been appointed by MoHFW, Government of India for execution of the project.
- (xvi) **“EIC”** means Engineer-in-charge, The Engineer Officer of HITES appointed / authorized by the competent authority of HITES, who shall supervise and be in charge of the work.
- (xvii) **“Tendered Value”/“Contract Price”** means the value of the entire work as stipulated in the letter of award.
- (xviii) **GST** shall mean Goods and Service Tax – Central, State and Inter State.

1.3 Abbreviations:

- (i) **“TE Document”** means Tender Enquiry Document
- (ii) **“NIT”** means Notice Inviting Tenders.
- (iii) **“GIT”** means General Instructions to Tenderers
- (iv) **“SIT”** means Special Instructions to Tenderers
- (v) **“GCC”** means General Conditions of Contract
- (vi) **“SCC”** means Special Conditions of Contract
- (vii) **“DGS&D”** means Directorate General of Supplies and Disposals

- (viii) “**NSIC**” means National Small Industries Corporation
- (ix) “**PSU**” means Public Sector Undertaking
- (x) “**CPSU**” means Central Public Sector Undertaking
- (xi) “**LSI**” means Large Scale Industry
- (xii) “**SSI**” means Small Scale Industry
- (xiii) “**LC**” means Letter of Credit
- (xiv) “**DP**” means Delivery Period
- (xv) “**BG**” means Bank Guarantee
- (xvi) “**GST**” means Goods and Service Tax
- (xvii) “**RR**” means Railway Receipt
- (xviii) “**BL**” means Bill of Lading
- (xix) “**FOB**” means Free on Board
- (xx) “**FCA**” means Free Carrier
- (xxi) “**FOR**” means Free On Rail
- (xxii) “**DDP**” means Delivery Duty Paid named place of destination (consignee site)
- (xxiii) “**INCOTERMS**” means International Commercial Terms as on the date of Tender Opening
- (xxiv) “**MoHFW**” means Ministry of Health & Family Welfare, Government of India.
- (xxv) “**AIIMS**” means All India Institute of Medical Science

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, inter alia, the required quantity, delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instructions to Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions

contained in the SIT shall prevail over those in the GIT.

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

3. Deleted

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:

- A)** Section II – General Instructions to Tenderers (GIT)
- B)** Section III – Special Instructions to Tenderers (SIT)
- C)** Section IV – General Conditions of Contract (GCC)
- D)** Section V – Special Conditions of Contract (SCC)
- E)** Section VI – List of Requirements
- F)** Section VII – Technical Specifications
- G)** Section VIII– Quality Control Requirements
- H)** Section IX – Qualification Criteria
- I)** Section X – Tender Form
- J)** Section XI – Price Schedules
- K)** Section XII– Questionnaire
- L)** Section XIII– Bank Guarantee Form for EMD - deleted
- M)** Section XIV– Manufacturer’s Authorization Form
- N)** Section XV – Bank Guarantee Form for Performance Security
- O)** Section XVI– Contract Forms A, B & C
- P)** Section XVII – Proforma of Consignee Receipt Certificate
- Q)** Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- R)** Section XX – Check List for the Tenderers
- S)** Section XXI– Consignee List
- T)** Section XXII- Integrity Pact

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

9. Amendments to TE Documents

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

10. Clarification of TE Documents

- 10.1** A tenderer requiring any clarification or elucidation on any issue of the TE Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the purchaser receives the same on or before the scheduled date of pre-bid meeting/ query submission date.

C. PREPARATION OF TENDERS**11. Documents Comprising the Tender**

- i. Information and Instructions for bidders posted on website shall form part of bid document.
- ii. The document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from www.hllhites.com.
- iii. The financial package (VOLUME II–PRICE BID/ BOQ) should be submitted online only. Physical submission of financial bid will not be accepted and tender shall be rejected. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(ZERO).
 - a. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- iv. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
- v. The Client/HITES reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- vi. TENDER FEE (NON-REFUNDABLE): The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website

- (<https://etenders.gov.in/eprocure/app>). However the bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.
- vii. EMD: Bidders shall remit the Bid Security using the online payment options of e-Procurement system only. Bidders are advised to visit the “Downloads” section of e-Procurement website. EMD shall be fully paid online and for further assistance, the e-tender portal may be contacted before attempting transaction.
- viii. The complete set of Tender Documents shall be made available, as per above schedule, on the above mentioned websites. The interested applicants/contractors/firms may attend the pre bid meeting which will be held at the Office of M/s HLL Infra Tech Services Ltd. (HITES), Golden Jubilee Block, HLL Bhavan, Poojappura P.O, Thiruvananthapuram-695 012 or send the queries as e-mail (cmhllid@lifecarehll.com).
- ix. HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.
- x. Prospective bidders are advised to regularly scan through the given websites as corrigenda/amendments etc., if any, will be notified on these portals only and separate advertisement will not be made for this. Bidders are advised to check all these websites regularly as at times, it is not possible to upload data on a particular website due to some technical glitch.
- xi. **General Tender Terms & Conditions for e-Procurement**

This tender is an e-Tender and is being published online. The tender is invited in Two cover system from the registered and eligible firms through e-procurement portal of Government of India (<https://etenders.gov.in/eprocure/app>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in Para 2 of the NIT of this tender, published in <https://etenders.gov.in/eprocure/app>.

The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.hllhites.com/tender>.

The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.

All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.

The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not

digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.

Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.

Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

A). Online Bidder registration process:

Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The bidders are required to have Class II or above digital certificate with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they

have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

i. Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

ii. Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These

documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
- iii) More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.
- iv) Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
- v) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787
- Note:- International Bidders are requested to prefix +91 as country code
- E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
- Technical - support-eproc@nic.in, Policy Related - ccpp-doe@nic.in
- vi) Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
- vii) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:
- AVP (IDD) & HEAD (IDS),
Golden Jubilee Block, HLL Bhavan,
Poojappura P.O
Thiruvananthapuram
- viii) The bids shall be opened online at the Office of the AVP (IDD) & HEAD (IDS) in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
- ix) More details can be had from the Office of the AVP (IDD) & HEAD (IDS) during working hours.
- x) A firm/ bidder shall submit only one bid in the same bidding process. A

Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

- xi) Joint ventures or Consortiums of two or more registered contractors are not permitted.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on <https://etenders.gov.in/eprocure/app>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Publishing of Corrigendum: All corrigenda shall be published on <https://etenders.gov.in/eprocure/app> and shall not be available elsewhere.**
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <https://etenders.gov.in/eprocure/app>. **No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.**
- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid, on the date and time mentioned in Para 2 of the NIT of this tender.

C). Documents Comprising Bid:

- i. The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the documents which have to be uploaded in the e tender portal:

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

- ii. The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

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/ variable price quotation will be treated as non -

responsive and rejected.

D) **Tender Document Fees / E-tender processing fee and Bid Security / Earnest Money Deposit (EMD)**

Tender processing fee of Rs. 1,770/- (inclusive of GST) (Non-refundable) and EMD of Rs. 41,853/- as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HITES A/c details:

Name of Beneficiary: HLL Infra Tech Services Ltd.

Bank : State Bank of India, Commercial Branch, Thycaud, Trivandrum

A/c No. : 38160968975

IFS Code: SBIN0004350

E). **SUBMISSION PROCESS:**

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on <https://etenders.gov.in/e procure/app> along with online payment of tender document fees and EMD.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

NB: It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

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

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

- i) A “Sole Proprietor” of the firm or constituted attorney of such Sole Proprietor.
- ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- iii) Constituted attorney of the firm if it is a company.
- iv) In case of (ii) above, a copy of the partnership agreement or general power

of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

- v) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- vi) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

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

11.3 Tender sent by fax/telex/cable/Courier shall be ignored.

12. Tender currencies

12.1 The tenderer shall quote only in Indian Rupees.

12.2 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13. Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.

13.2 The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organization or department of Govt. of India.

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

purchaser, if the contract has already been concluded.

13.3 The prices in the attached BOQ shall be inclusive of the ex- factory price of the goods, including all taxes and duties like GST 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, charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.

13.4 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.5 The ownership of the supplies/Furniture / equipment/goods belongs to MoHFW.

14. Indian Agent – Deleted.

15. Firm Price

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

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

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

17. Documents Establishing Tenderer’s Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

17.2 The documentary evidence needed to establish the tenderer’s qualifications shall fulfil the following requirements:

A) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer’s authorization letter to this effect as per the standard form provided under Section XIV in this document.

B) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

C) Deleted.

D) Deleted.

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

18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

19.1 Pursuant to GIT clauses 8.1 and 11. xi (D), the tenderer shall furnish along with its tender, earnest money for amount as shown in Para. 1 of NIT. The earnest money is required to protect the purchaser against the risk of the tenderers unwarranted conduct as amplified under sub clause 19.6 below. The earnest money deposit lying with HITES in respect of other tenders awaiting approval or rejection will not be adjusted towards earnest money for fresh tender.

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

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

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

19.3 Bidders shall remit the Bid Security/EMD to the account details provided in Clause 11.xi. D of the GIT

19.4 Deleted

19.5 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderers earnest money will be returned without any interest, after receipt of performance security from that tenderer.

19.6 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 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 Deleted.

20. Tender Validity

20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of opening of techno-commercial tenders prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail 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 of Tender

21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

21.2 Please note that the price should not be indicated in any of the documents enclosed in Technical package. Non compliance shall entail rejection of the Bid.

21.3 Bid documents (technical bid and price bid) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents..

21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender.

21.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tenderers must ensure that they submit their tenders not later than the closing time and date specified for submission of tenders.

22.2 Unless otherwise specified, the tender should be uploaded in Central Public Procurement Portal of Government of India (e-portal) ie.,<https://etenders.gov.in/eprocure/app>.

23. Late Tenders - Deleted

24. Alteration and Withdrawal of Tender

24.1 No modification or substitution of the submitted Bid shall be allowed after last date of submission of tenders.

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 On opening of the e-Bid, it will be checked if they contain Technical & Financial Bids and e-Tender Processing Fees and EMD/ Bid Security paid online, as detailed above.

25.3 Two-Tender system as mentioned in Clause C.11 of the GIT will be as follows. The Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno-Commercially acceptable offers shall be opened at a later date, which will be notified to such tenderers. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDER

26. Basic Principle

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

27. Preliminary Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and

whether the Tenders are generally in order.

- 27.2** Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the responsiveness of each Tender to the TE Document. For purposes of these clauses, a responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 27) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3** The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.4** The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;
- i) Tender form as per Section X (signed and stamped) 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) Deleted
 - vi) Tenderer has not agreed to give the required performance security.
 - vii) Goods offered are not meeting the tender enquiry specification.
 - viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period.
 - ix) Poor/ unsatisfactory past performance.
 - x) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
 - xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - xii) Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements.

28. Minor Informality/Irregularity/Non-Conformity

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

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

29. Discrepancies in Prices

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

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

29.3 If, 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 e-mail / registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender - Deleted**31. Qualification Criteria**

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

32. Conversion of tender currencies to Indian Rupees

32.1 Deleted

33. Schedule-wise Evaluation

All items will be part of a single schedule and the bidder has to quote for all items in the schedule.

34. Comparison of Tenders

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

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

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

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

37.1 From the time of submission of tender to the time of awarding the contract, if a

tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

- 37.2** In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

- 41.1** Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by e-mail (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 fifteen days** from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

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

42. Issue of Contract

42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI).

42.2 Within 15 days from the date of notification of award, the successful tenderer shall return the original copy of the contract in stamp paper of worth Rs.200/-, duly signed and dated, to the Purchaser by registered / speed post.

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

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

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

44. Return of EMD

44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.5.

45. Publication of Tender Result

45.1 The name and address of the successful tenderer(s) receiving the contract(s) will be published in the e-tender portal <https://etenders.gov.in/eprocure/app>.

46. Corrupt or Fraudulent Practices

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

i) defines, for the purposes of this provision, the terms set forth below as

follows:

- ii) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- iii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- iv) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- v) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

47. Integrity Pact (IP)

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

47.2 Integrity Pact has to be signed by the person authorized to sign the bid on behalf of the bidder and uploaded by the Tenderer along with the filled up Tenders as per Section XXII, failing which the Tender is liable to be rejected.

SECTION – III SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

No Change from GIT

SECTION – IV GENERAL CONDITIONS OF CONTRACT (GCC)**1. Application**

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

2. Use of contract documents and information

- 2.1** The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

- 2.2** Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

- 2.3** Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser

shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

5. Performance Security

5.1 Within fifteen Days (15) days from date of the issue of notification of award, the supplier shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations of 3 years.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

i) It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favor of the Purchaser. The validity of the Bank Guarantee will be for a period up to 02 (two) months beyond Warranty Period.

ii) Deleted.

5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for security as per Proforma, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within Fourteen (14) days of issue of the amendment, furnish the corresponding

amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 deleted

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

6. Technical Specifications and Standards

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

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, (the entire journey during transit to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

7.3 Packing instructions:

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

- i) contract number and date
- ii) brief description of goods including quantity

- iii) packing list reference number
- iv) country of origin of goods
- v) consignee's name and full address and
- vi) supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1** The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's program for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2** The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3** If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4** In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same approved by the Engineer – in –Charge of the Purchaser.
- 8.5** If the supplier tenders the goods to the purchaser's inspector for inspection at the

last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.

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

8.8 Sample of the Furniture shall be got approved before bulk manufacturing.

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Deleted.

10.2 Deleted.

10.3 Deleted.

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

10.5 The supplier shall take proactive measures before arrival of Furniture / equipment/stores/goods to obtain necessary statutory documents, wherever required

from the concerned authority to avoid any hold up and/ or delay in supplies.

10.6 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting dispatch or delivery.

11. Insurance

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

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

12. Spare parts

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

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

Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

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

13. Incidental services

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

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

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

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

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

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

- i) Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- iii) Two copies of packing list identifying contents of each package;
- iv) Inspection certificate issued by the nominated Inspection agency, if any.
- v) Certificate of origin;

- vi) Insurance Certificate as per GCC Clause 11.
- vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- viii) Deleted.

15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 This comprehensive warranty shall remain valid for 3 (Three) years after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.

- i) No conditional warranty will be acceptable.
- ii) Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories.
- iii) Replacement and repair will be under taken for the defective goods.
- iv) Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

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

15.5 In the event of any rectification of a defect or replacement of any defective goods

during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of 36 months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced free of any charge with a new one and fresh warranty as per Clause 15.2 above shall be applicable. The decision of the purchaser in this respect shall be final and binding on the supplier.

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

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

15.8 Deleted.

15.9 Deleted

16. Assignment

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

17. Sub Contracts

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

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

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

18. Modification of contract

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

- i) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- ii) Mode of packing,
- iii) Incidental services to be provided by the supplier
- iv) Mode of dispatch,
- v) Place of delivery, and
- vi) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

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

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies, GST etc. incurred until delivery of the contracted goods to the purchaser/consignee.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for Domestic Goods or Foreign origin located within India.

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

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

documents:

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

ii) **On Acceptance:** Balance 20 % payment would be made against "Final Acceptance Certificate" as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

21.2 The supplier shall not claim any interest on payments under the contract.

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.4 Deleted.

21.5 The payment shall be made in Indian Rupees.

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

21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.8 Deleted.

21.9 Deleted.

22. Delivery:

22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of

Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- i) imposition of liquidated damages,
- ii) forfeiture of its performance security and
- iii) termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- i) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- ii) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the

contract.

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

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

23. Passing of Property:

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

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

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

24. Liquidated damages

24.1 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 25.

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

25. Termination for default

25.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of

default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

25.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

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

26. Termination for insolvency

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

27. Force Majeure

27.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

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

27.3 If a Force Majeure situation arises, the supplier shall promptly notify the

Purchaser/Consignee in writing of such conditions and the cause thereof within TEN days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

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

28. Termination for convenience

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

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

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

29. Governing language

29.1 The contract shall be written in English language following the provision as

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

30. Notices

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

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

31. Resolution of disputes

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

31.2 If the parties fail to resolve their disputes of differences by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India and subsequent amendments. Such dispute or difference shall be referred to the sole arbitrator appointed by the CEO of HLL Infra Tech Services Limited. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasonable award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).

31.3 Venue of Arbitration: The venue of arbitration shall be at Thiruvananthapuram, Kerala.

32. Applicable Law

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

33. Withholding and Lien in respect of sums claimed

33.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from

the performance security / security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

- 33.2** It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising out of the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

34. General/ Miscellaneous Clauses

- 34.1** Deleted

- 34.2** The Supplier/its Indian Agent shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while Providing its services under the Contract.

- 34.3** The Supplier/its Agent shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

- 34.4** All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – V SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

Note:

- 1. The rates quoted by the bidder shall comply with as specified in the Section II-13.1 including the cost for incidental services as specified in Section IV- 13.1.**
- 2. Warranty for the items mentioned in BOQ shall be for 3 years from the date of issuance of Final acceptance certificate.**
- 3. The Bidder shall submit his quote separately for CMC for a period of 5 years after Warranty.**
- 4. The products and materials being used in this entire scope of work shall be BIFMA and SEFA certified. The Bidder to ensure that the supplies are made out of the approved & relevant tested standards of the SEFA.**

SECTION – VI LIST OF REQUIREMENTS

Part I:

Sl No	Items	Unit	Qty
1	Doctors consultation table	Nos	9
2	Technician / sisters table	Nos	11
3	Doctors chair / executive Chair	Nos	10
4	Patient attendees / technician chair	Nos	29
5	Patient revolving stool	Nos	26
6	Bedside screen	Nos	8
7	Bio Medical waste disposal	Nos	11
8	Instrument trolley	Nos	8
9	Wash basin stand, Single	Nos	7
10	Patient wheel chair	Nos	5
11	Stretcher with wheels	Nos	5
12	Patient Attendees Chair (waiting area)-unit	Nos	36
13	Crash cart trolley	Nos	1

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

Within **45 days** from date of Letter of Award or handing over of the site by Engineer In-Charge, whichever is later. The delay on the part of the supplier to assemble / install the furniture will attract the provisions as contained in the liquidated damage clause.

Part IV: Deleted

Part V: Deleted

Part VI: Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods supplied from India: **45 days** from the award of work for SITC at the Consignee Site. Destination/Consignee details are given in Section XXI.

Part VII: Inspection

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

Part VIII: Other special conditions:

1. Required size, model, type design & shop drawings shall be approved by concerned officer/Engineer-in-charge before the actual delivery for installation.

2. All the items including for this works shall be provided by the supplier & shall of best quality approved by the Engineer in charge.
3. The color options shall, if any be confirmed with HITES Engineer In charge.
4. All the necessary accessories/required items should be provided at the time of installation.

SECTION – VII TECHNICAL SPECIFICATIONS

Note 1: Tenderer’s attention is drawn to GIT clause 18 and GIT sub-clause 11. (C). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it’s tender is liable to be ignored.

TECHNICAL SPECIFICATIONS

SI No	Items	Specifications
1.	Doctors consultation table	<ul style="list-style-type: none"> • Supply and putting in place Table Size: 1500X750 mm • Table top from 25 mm standard ply covered with 1.5mm thick laminate on table-top and 1.0mm thick laminate on all remaining surfaces. • Modesty panel made of 18 mm thick standard ply. • All the exposed edge surfaces of board to be covered with teakwood edge banding. All wooden banding to be finished with PU paint. Sides made of 18 mm ply. • Key Board Tray on heavy duty telescopic channels; Foot rest and CPU stand etc accessories included. • All joinery to be done with counter sunk SS screws. • Pedestal units shall be made out of 18 mm thick plywood covered with 1.0 mm thick laminate on outside and 0.8mm thick laminate on inside including drawers in left side of table. • The drawers should be mounted on the heavy duty telescopic channels. Out of total 3 drawers one unit should be used for filing and two drawers shall be utility box drawers. The size of pedestal unit shall be 450 mm W x 450 mm D x 680 mm H. • The fascia of these drawers shall be made out of 18 mm thick both side laminated plywood with edge bending; with locking arrangement of 6 levers inbuilt branded lock system with key in duplicate. • The drawer unit is provided with central locking system, where in the three drawers are locked with one key
2.	Technician / sisters table	<ul style="list-style-type: none"> • Supply and putting in place Table of Size 1200X600 mm • Table top from 25 mm standard ply covered with 1.5mm thick laminate on table-top and 1.0mm thick laminate on all remaining surfaces. • Modesty panel made of 18 mm thk standard ply. All the exposed edge surfaces of board to be covered with teakwood edge banding. All wooden banding to be finished with PU paint. Sides made of 18 mm ply.

		<ul style="list-style-type: none"> • Key Board Tray on heavy duty telescopic channels; Foot rest and CPU stand etc accessories included. All joinery to be done with counter sunk SS screws. • Pedestal units shall be made out of 18 mm thick plywood covered with 1.0 mm thick laminate on outside and 0.8mm thick laminate on inside including drawers in left side of table. • The drawers should be mounted on the heavy duty telescopic channels. Out of total 3 drawers one unit should be used for filing and two drawers shall be utility box drawers. • The size of pedestal unit shall be 450 mm W x 450 mm D x 680 mm H. • The fascia of these drawers shall be made out of 18 mm thk. both side laminated plywood with edge bending; with locking arrangement of 6 levers inbuilt branded lock system with key in duplicate. • The drawer unit is provided with central locking system, where in the three drawer are locked with one key.
3.	Doctors chair / executive Chair	<ul style="list-style-type: none"> • Supplying and Placing Mid Back Revolving Chair of size 760mm W x 760mm D x 850-970 mm H. • The seat & back made(colour black) from 1.2cm thick hot-pressed plywood and upholstered with fabric and moulded polyurethane foam. • The back foam is designed with contoured lumber support for extra comfort
		<ul style="list-style-type: none"> • The Seat Size: 470mm W X 480mm D and Back Size 470mm W x 580mm H. The HR polyurethane foam is moulded with density of 45 +/- 2 kg per meter cube and hardness load of 16 +/- 2 kgf as per IS 7888 for 25% Compression. • The Armrest should be of one-piece armrest are fitted to the seat are injection moulded black co-polymer. • There should be a synchronous tilt mechanism designed with 360-degree revolving type and upright locking. • There should be gas lift having Height adjustment of stroke of 120mm. • Below should have 3-piece telescopic type and injection moulded in black polypropylene. • The pedestal should be injection in black 30% glass-filled nylon and with 5 twin wheel castors in injection moulded type of black nylon. The pedestal of 660mm +/- 5mm pitch-center dia
4.	Patient attendees / technician chair	<ul style="list-style-type: none"> • Dimensions : 22X22X32Inches • Arm rest both sides • Cushions on the bottom and back rest(PU foam for cushion longevity) • Durable, water proof, dust proof • Light weight • Without wheels and no height adjustment
5.	Patient revolving stool	<ul style="list-style-type: none"> • Overall Dimension: Overall Sizes Diagonal Leg Dia 540 mm H470 min-655 mm max with +/-5% tolerance • Top plate should made of SS 304made sheet with spin section of thickness 1mm & should be non-corrosive. It should have a diameter of 305mm • Seat base should made of MS ring and rectangular tube

		<ul style="list-style-type: none"> • EN8 Screw having dia of 22 mm should be used for height adjustment of the seat base. • Overall Dimension: Overall Sizes Diagonal Leg Dia 540 mm H470 min-655 mm max with +/-5% tolerance • Top plate should made of SS 304made sheet with spin section of thickness 1mm & should be non-corrosive. It should have a diameter of 305mm • Seat base should made of MS ring and rectangular tube • EN8 Screw having dia of 22 mm should be used for height adjustment of the seat base. • The round hub should be made of MS ERW tube having dia of 38mm and thickness 2 mm. The Hub should be welded with the legs and it should accommodate and cover the lead screw mechanism. • The under structure should consist of 4 legs made up of MS ERW tube of diameter 25.4 mm and 1.6mm thick. The press formed pipe leg should give a round & clean look. All the legs should be provided with 4 nos of Nylon-6 bush. • All metal components should be pre-treated with zinc phosphating in 9 tank process and then powder coated with anti-microbial epoxy polyester powder coating to fulfil the requirements for bacterial protection against at least 2 commonly found bacteria in Hospital environment [Gram positive and Gram Negative]. • Safe working load must be 135kg
6.	Bedside screen	<ul style="list-style-type: none"> • Overall dimension: L 2630 X W 640 x H1720 mm with +/- 5% tolerance • Frame should be made of ERW tube with movable plastic hinges. The fix frame should be made of 25.4 mm dia 1.2 mm thick ERW tube, the movable frame should be made of 19.05 mm dia 1.2 mm thick ERW tube and the leg frame should be made of 30 mm square tube with 1.6 mm thick. • The fixed portion should be 1075 mm width and the movable portion should be 778 mm width • 50 mm dia wheel castors should be provided • All MS parts should be powder coated with thermosetting epoxy polyester. Green color Casement fabric must be provided for modesty
7.	Bio Medical waste disposal	<ul style="list-style-type: none"> • Medical waste bin 32liter with foot pedal • Dimensions: D610XW610XH712mm • Colour: White, Red , Blue, Yellow, Green (1 Set) • Material : PP/CP- Injection moulded
8.	Instrument trolley	<ul style="list-style-type: none"> • Overall dimension: - 902(L) X 53(W) X 915(H) mm. • Top shelf & bottom shelf should be made of SS304 sheet with 1mm thickness & 1.2mm. Rest of the components like supporting legs, horizontal bar handle should be made of SS 304 pipe having dia 31.8, 12.7 mm respectively. • The castors of high quality plastic injected molded &anti static having

		<p>the dia of 125mm should be used</p> <ul style="list-style-type: none"> • Handles made of SS 304 pipe having section of 16mm & thickness of 1.2mm should be used.
9.	Wash basin stand, Single	<ul style="list-style-type: none"> • Over All Approximate dimension: 850mm, 33'' (H), • S.S. bowl size- 375mm, 15'' diameter, • M.S.body frame mounted on three castors of 50mm (2'') diameter, with locks. • Pre – treated and powder coated finish
10.	Patient wheel chair	<ul style="list-style-type: none"> • Over all dimension should be (L) 790 x (W) 600 x (H) 870mm • Foldable frame structure should be made of section 22x1.2mm A3 carbon steel with chrome finish. Cross bar should be made of A3 carbon steel with section 25.4 x 1.2mm. • The Rear wheel should be made of 24 inch Solid mag wheels with alloy in the rim • Integrated hand rim should be provided to drive the wheel chair of section 16x1.2mm A3 carbon steel with chrome finish • Front wheel should be of 8 inch HUB made of PA polymer and outer with solid rubber
		<ul style="list-style-type: none"> • There should be leatherite strap for calf rest & leatherite cushion for seat • the foot rest should be Adjustable aluminium die cast foot rest with updown& swivel type mechanism • Push Handles should be made of moulded rubber grip to push the wheelchair • Hand brakes should be provided to lock the wheelchair at desired location. • Extended base with moulded plastic for better grip • It should be Anti rust chrome finish • Safe working load should be 130 Kg
11.	Stretcher with wheels	<ul style="list-style-type: none"> • Overall dimension should be 2005 mm (L) x 666 mm (W) x 827 mm (H) • It should be removable stretcher on trolley mounted on castors • The trolley should be made of 31.75 mm & 25.5 mm dia 1.2 mm thick & 1.6 mm thick ERW tube. The casters should be 200 mm dia
12.	Patient Attendees Chair (waiting area)-unit	<ul style="list-style-type: none"> • Supply and putting in place 3-seater perforated chair Size: Length – 1500.0mm Width – 600.0mm Height – 750.0mm. • Full back with 2 handles of double pipe at both ends, one handle with two pipe & second handle two pipe 2 legs of length 609.0mm. • Bottom pipe made out of 2'' dia X 16 SWG. CRCA pipe, with bottom support middle pipe 2'' x 2'' square pipe x 16 SWG. CRCA pipe, perforated seat made from 18 SWG. • CRCA sheet and back continuous perforated seat. Outer frame made out of 3/4'' x 16 SWG. CRCA pipe. • Seat back support handles and frame should be silver powder coated with 7 tank processes as per instruction of engineer in change with reference to attached photograph.

		<ul style="list-style-type: none"> • Weight of 3 seater must approx. 39 to 40 kg of each bench
13	Crash cart trolley	<p>Overall dimension of 1048 mm (L) x 475 mm (W) x 1555mm (H), +/-5% tolerance. Frame work made of stainless steel tube of 25 mm x 1.2 mm (18G) SS cylinder case should be used welded with cylinder holding unit to hook giving the curve based at the bottom to hold the cylinder. SS 304 grade pipe of section 12mm should be used to provide provision to mount IV rod. High endurance anti-static, plastic injected molded 4 swivel castors of dia 125mm should be used and should have provision for diagonal locking SS 304 handled pipe should have section of 25.4 mm with length of 365mm & should have thickness of 1.2mm giving glossy finish SS 304 tubular frame should have five different colored removable bins mounted on top shelf and two polystyrene lockable storage units with three drawers each. The top drawers should have containers of different size. Thermosetting polyester with semi-gloss finish powder coating must be used. Safe working load must be 30 kgs.</p>

GENERAL POINTS OF TECHNICAL SPECIFICATIONS

- 1. Warranty: Three year** Comprehensive Warranty as per Conditions of Contract of the TE document for complete Furniture / equipment and work including wiring and all related items from the date of issue of final acceptance certificate by the Client / Consignee.
- 2. After Sales Service:**
After sales service should be available at the place of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs. The service should be provided by Tenderer. Undertaking (if applicable) by the Principals that the spares for the items supplied shall be available for at least 10 years from the date of supply.
- 3. Deleted**
- 4. Annual Comprehensive Maintenance Contract (CMC):** The Purchaser / Consignee reserves the right to enter into the Annual CMC **between Consignee/ Client and the supplier**. The successful bidder shall enter into CMC with the institute with strict compliance (if required by the Institute). **The CMC will commence from the date of expiry of the warranty period.**

SECTION – VIII QUALITY CONTROL REQUIREMENTS

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

Tender Reference No:

Date & Time of Bid opening:

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. Email ID
 - d. telephone number

- 02 Total annual turn-over (value in Rupees)

- 03 Deleted

Signature and seal of the Tenderer

SECTION – IX QUALIFICATION CRITERIA

1. The applicant should have a minimum average annual turnover Rs. 10 lakhs during the last three financial years ending 31st March 2019. (See **Form – T 1**)
2. The firm shall be profit making for at least two years in the last three financial years ending 31st March 2019. (See **Form T -1**)
3. The applicant shall have the eligibility criteria and experience as follows:
Experience in similar work during the last 5 years ending last day of the month of April 2020.
Three similar works of value 40% or more of the estimated cost of work
Or
Two similar works of value 60% or more of the estimated cost of work
Or
One similar work of value 80% or more of the estimated cost of work

The applicant should submit successful completion certificate for the above works as per Form T-2 & T -3.

4. Bidders shall be a manufacturer or an authorized dealer/agent of the original furniture manufacturer. Manufacturer's Authorization Certificate to be attached if the bidder is a dealer/agent.
5. The firms should be registered with Income Tax and Service Tax Authorities and copies of PAN and GST Registration have to be submitted along with application.
6. The suppliers should give 3 years warranty and CMC for 5 years after warranty period.
7. The structure and Organization of the tenderer may be furnished in **Form T - 4**.

SECTION – X TENDER FORM

To

Date:

AVP (IDD) & HEAD (IDS),

HLL Infra Tech Services Limited,

Golden Jubilee Block, HLL Bhavan,

Poojappura P.O

Thiruvananthapuram

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

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

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

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

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

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

We confirm that we do not stand deregistered/banned/blacklisted by any statutory Authorities as per govt. rules/procedures.

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

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of the Tenderer

SECTION – XI PRICE SCHEDULE

BOQ GIVEN IN THE ATTACHED EXCEL SHEET

The price should be inclusive of all taxes, GST, insurance, supply, Installation, Testing, Commissioning & Training Charges, statutory charges, incidental expenses and expenses of whatsoever in nature till handing over the completed work, acceptable to consignee.

SIGNATURE OF THE TENDERER

PLACE:

DATE:

SEAL OF THE TENDERER

SECTION – XII QUESTIONNAIRE

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

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

SECTION – XIII BANK GUARANTEE FORM FOR EMD

DELETED

**ANNEXURE- XIV
MANUFACTURER'S AUTHORISATION FORM**

To

HLL Infra Tech Services Ltd, Trivandrum

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, CMC 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.*

SECTION – XV BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
AVP (IDD) & HEAD (IDS),
HLL Infra Tech Services Limited,
Golden Jubilee Block, HLL Bhavan,
Poojappura P.O
Thiruvananthapuram

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 months from the date of Notification of Award i.e. up to ----- (indicate date)

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

.....
Name and designation of the officer

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

SECTION – XVI CONTRACT FORM

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

THIS AGREEMENT made on this Day of 2020

BETWEEN

HLL Infra Tech Services Limited (a Government of India Enterprise) as Executing agency on behalf of MoHFW a Company incorporated under the Companies Act 1956 having Corporate & Registered Office at “HLL Bhavan” Poojapura, Thiruvananthapuram, Kerala-695012 India hereinafter called “HITES/ CLIENT”, which expression shall unless repugnant to the context thereof include its successor) of the one part

AND

_____ (Supplier) of the second part:

HITES and ----- are individually referred as “party” and collectively referred as “parties”.

Contract No. _____ dated _____

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

2. In consideration of the payments to be made by the Client, the Supplier hereby covenants to provide the services for the specified _____ in conformity in all respects with the provisions of the Contract.

3. The Client hereby covenants to pay the Supplier in consideration of the services, the Contract

Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

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

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

(.....)

(.....)

For and on behalf of
Supplier.

For and on behalf of
HLL Infra Tech Services Limited

In Presence of witnesses

In Presence of witnesses

1

1

2

2

SECTION – XVII CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee’s authorized representative)

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

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

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

No _____ Date _____
 To _____
 M/s _____

Subject: Certificate of installation / commissioning of Furniture / equipment/plant.

This is to certify that the Furniture / 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 Furniture / equipment(s)/plants:

- (c) Furniture / equipment(s)/ plant(s)
nos.: _____
- (d) Quantity: _____
- (e) Name of the Consignee: _____
- (f) Date of commissioning and proving test (if applicable): _____

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

The proving test has been done to our entire satisfaction and operators have been trained to operate the Furniture / 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:

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to ‘Technical Specifications’.
- b) He has not supervised the commissioning of the Furniture / 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 Furniture / equipment(s)/plant(s).
- c) 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:

- i)** He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii)** He has supervised the commissioning of the Furniture / 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 Furniture / equipment(s)/plant(s).
- iii)** Training of personnel has been done by the supplier as specified in the contract.
- iv)** In the event of documents/drawings having not been supplied or installation and commissioning of the Furniture / equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

SECTION – XX CHECKLIST

Name of Tenderer:

Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1.	Have you enclosed EMD of required amount for the quoted schedules?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a MSME unit, if yes have you enclosed certificate of registration issued by MSME?			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate? It is requested not to hide prices as the same will be required for establishing price reasonability. Provide latest purchase order copies issued by INI.			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India? (Self-attested copies of VAT registration certificate and PAN Card, GST.)			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Audited Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18.	Non conviction / no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.			
19	Self-Attested copies of quality certificates i.e US FDA / CE Certificate issued by competent authority, if applicable.			
20	Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items			
21	Product catalogues / original Data Sheet must be enclosed of all quoted items			
25	Proforma of guarantee for supply of spares during post warranty period			
26	Have you signed and sealed the Integrity Pact as per section XXII of the tender			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

SECTION – XXI CONSIGNEE

Consignee Addresses:

**AIIMS, Bibinagar,
Ministry of Health & Family Welfare, Govt. of India**

SECTION – XXII INTEGRITY AGREEMENT

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract of behalf of HLL Infra Tech Services Limited

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this Day of.....20.....

BETWEEN

President of India represented through, HLL Infra Tech Services (HITES) (Hereinafter referred as the “Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

AND

..... through(Hereinafter referred to as the “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble

WHEREAS the Principal / owner has floated the Tender (NIT No.....) (Hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for Hereinafter referred to as the “**Contract**”

AND WHEREAS the Principal /Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants’ contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal /Owner

- 1) The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles.
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/owner will , in particular, before and during the

Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal /Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Contractor(s)

- 1) It is required that each Bidder/Contractor(including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certification, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) /Contractor(s) will not use improperly, (for the purpose of competition or personal gain).or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including and business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder (s) /Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign

agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (e) The Bidder (s)/Contractor (s) will , when presenting his bid, disclose (with each tender as per proforma unclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder (s)/contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and /or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (Means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this integrity Pact by the Bidder (s)/Contractor(s) and the Bidder(s)/Contractor(s) accepts and undertakes to respect and uphold the Principal /Owner's absolute right:

- 1) If the Bidders) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder (s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/owner. **Such exclusion may be forever or for a limited period as decided by the Principal/owner.**
- 2) **Forfeiture of EMD/performance Guarantee/Security Deposit:** If the Principal/owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal /Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and security Deposit of the Bidder/Contractor.

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of corruption Act, or if the Principal/owner has substantive suspicion in this regard, the Principal/owner will inform the same to law enforcing agencies for further Investigation.

Article 4- Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/owner may, at its own discretion, revoke the exclusion prematurely.

Article 5- Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement /pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect Liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged /determined by the competent authority, HLL Infra Tech Services Limited.

Article 7- other Provisions

- 1) This Pact is subject to Indian Law., place of performance and jurisdiction is the Headquarters of HLL Infra Tech Services Limited of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS:

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and /or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender /Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(Signature, Name & address)

2.

(Signature, Name & address)

Place:

Date:

FORM 'T-1'**FINANCIAL INFORMATION**

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly as submitted by the applicant to the Income tax Department (Copies to be attached) and duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.

i) **Gross Annual Turnover on similar works** for last three years ending 31.03.2019

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2016-17	Rs.
2017-18	Rs.
2018-19	Rs.
Average Annual Turnover over the past three years	Rs.

ii) **Profit / Loss** for last **three** years ending 31.03.2019

Financial Information in Rs. Equivalent	For year	For year	For year	For year	For year
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Signature of Chartered
Accountant with Seal

Signature of Applicant.

FORM - 'T - 2'

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED
DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO
THE ONE IN WHICH THE BIDS ARE INVITED (April 2020)

Sl. No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work In Lakh)	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration Pending/ in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

* indicate gross amount claimed and amount awarded by the Arbitrator.

Copy of work Orders and Completion Certificates of the above works should also be submitted.

Signature of Applicant

FORM 'T - 3'**PERFORMANCE REPORT OF WORKS****REFERRED TO IN FORM "T-2"**

01.	Name of Contractor	
02.	Name of work / Project & Location	
03.	Agreement No.	
	Estimated Cost	
04.	Awarded Value of work	
05.	Cost on completion of work	
06.	Date of Start	
	Date of completion :	
07	i) Stipulated date of completion	
	ii) Actual date of completion	
08	Components of work	
09.	Whether case of levy of compensation for delay has been decided or not	Yes/ no
10.	If decided, amount of compensation levied for delayed completion, if any	
11.	Performance Report :	
	a) Quality of work	Excellent/Very Good / Good/ Poor
	b) Financial soundness	Excellent/Very Good / Good / Poor
	c) Technical Proficiency	Excellent/Very Good / Good / Poor
	d) Resourcefulness	Excellent/Very Good / Good / Poor
	e) General behavior	Excellent/Very Good / Good / Poor

Dated : _____

Executive Engineer or Equivalent

Form 'T - 4'**STRUCTURE & ORGANIZATION**

01.	Name & Address of the applicant	
02.	Telephone No. / Email id.	
03.	GST no.	
04.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
05.	Particulars of registration with various Government bodies if applicable (<i>attach attested photocopy</i>)	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
06.	Names and Titles of Directors & Officers with designation to be concerned with this work	
07.	Designation of individuals authorized to act for the organization.	
08.	Was the applicant ever required to suspend the work for a period of more than six months continuously after you commenced the work? If so, give the name of the project and reasons of suspension of work.	
09.	Has the applicant, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
10.	Has the applicant ever been debarred/ black-listed for Biding in any organization at any time? If so, give details.	

11.	Has the applicant ever been convicted by a Court of Law? If so, give details.	
12.	Any other information considered necessary but not included above.	

Signature of Applicant