

Bid Document

Bid Details	
Bid End Date/Time	13-09-2021 18:00:00
Bid Opening Date/Time	13-09-2021 18:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	Hll Infra Tech Services Limited
Office Name	Hites
Total Quantity	308
Item Category	Almirah Steel-IS:3312
Minimum Average Annual Turnover of the Bidder	17 Lakh (s)
OEM Average Turnover (Last 3 Years)	17 Lakh (s)
Years of Past Experience required	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	50 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Almirah Steel-IS:3312 (308 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Registered Brand
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Technical Specifications

* [As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
MATERIAL	Material	M S Sheet conforming to Quality Grade D of IS:513/2008 with amend. no. 1 (Not as per IS 3312)
	Material of Almirah Doors	CRCA conforming to Grade D of IS:513/Latest
	Sheet Thickness of Locker	N.A
	Length of Glass Sheet ±10 (mm)	N.A
	Width of Glass Sheet ±10 (mm)	N.A
	Sheet Thickness of door in mm	0.8 mm (Minimum)
	Sheet Thickness of sides,back , Top and Bottom	0.8 mm (Minimum)
	Sheet Thickness of Shelves	0.8 mm
	Sheet Thickness of Pedestal in mm	NA
	Material of Lock	lock having made of steel with zinc plated finish having brass levers and MAZAK / ZAMAK bolts having zinc plated finish along with MAZAK / ZAMAK handle
	Material of Keys	keys made of MAZAK / ZAMAK having nickle plated finish
GENERIC	Conformity to Indian Standard IS:3312 latest	No
	No of shelves (Nos)	2

Specification	Specification Name	Bid Requirement (Allowed Values)
	Type of Shelves	Adjustable
	Locker Provided	No
	Locking System with the locker	NO
	Number of Doors (Nos)	2
	Door Stiffner upto full door height Provided with the almirah doors	No
	Number of Hinges with each door (Nos) - No hinges if having sliding door with top hanging arrangement	3
	Number of Glass Sheet fixed in each Almirah door (Nos)	N.A
	Construction	Knocked Down To Be Assembled At Consignee Site By The Seller
	Lock	Cam Lock
DIMENSION	Height (Without Pedestal) (in mm) (+/- 10 mm)	1825
	Width in mm (± 7 mm)	760.0
	Depth in mm (± 5 mm)	450.0
	Inside Height of Locker in mm (± 5 mm)	N.A
	Inside Width of Locker in mm (± 5 mm)	N.A
	Inside Depth of Locker in mm (± 5 mm)	N.A
	Width of Stiffner in mm (± 5 mm)	N.A
	Thickness of MS Sheet of Stiffner (in mm)	N.A
	Stiffened Pedestal height in mm (± 2 mm)	NA
	Pedestal Width in mm (± 2 mm)	NA
COLOUR & FINISH	Finish	powder coated
WARRANTY	WARANTEE PERIOD IN NUMBER OF YEARS	1

Additional Specification Parameters - Almirah Steel-IS:3312 (308 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Construction and Material	Almirah shall have an overall size of 800mm(W)x450mm(D)x1830mm(H) with Knock-down construction. These components shall be made of CRCA 'D' grade high yield strength as per IS:513, The thickness of top panel, bottom panel, side panel, back panel , shelf and doors should be made of 0.8mm thick CRCA.
Locking and Shelf	The almirah should have a Three way Cam locking mechanism with Shooting Bolts and plastic recess handle . It should have 1 adjustable shelf, 1 fix shelf, 1 bottom shelf, which shall have a Uniformly Distributed Load Capacity of max 40 Kg . There should be one hanging rod for hanging clothes as well.
Finishing	The finishing shall include Epoxy powder coated to the thickness of 50 microns (+/- 10) through a 7 tank pretreatment with zirconium. The product should be Greenguard/Indoor air quality or GRIHA Certified.
Quality Certificate.	The intending bidder should have ISO certificate being issued by auditing agencies being certified by NABCB, Quality council of India, Ministry of Commerce, GOI. 2.- The product should be Greenguard/Indoor Air quality or Griha certified. 3.- The raw material used in manufacturing of these product like steel, E1-P2 boards whould be tested by NABL authorized lab, not prior to one month.
Quality Certificate	4.- The bidder should have inhouse NABL lab or should have the equipments of lab being calibrated by NABL authorized lab to test performance of the quoted finished product (Inhouse performanmce lab report should be provided). 7. The tenderers must quote as per Additional Specification Parameters only.

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ashwini Kumar	201307,B 14A, Sector 62, Noida	308	60

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

Additional Terms and Conditions - GeM Standard Clauses

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in India specific authorisation certificate needs to be enclosed.
4. Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content

to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
6. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
7. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
8. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
9. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
10. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
11. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
12. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.

- v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
13. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
 14. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
 15. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of HLL Infra Tech Services Limited payable at Noida. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
 16. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of HLL Infra Tech Services Limited A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
 17. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
 18. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
 19. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
 20. Warranty period of the supplied products shall be **5 years** from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
 21. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
 22. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product

shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

23. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name HLL Infra Tech Services Limited Account No. 57500000119955 IFSC Code HDFC0000088 Bank Name HDFC BANK LTD Branch address Sector -18, NOIDA, UTTAR PRADESH. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy /proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

Additional Terms and Conditions - Buyer Specific Clauses

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1: Tender Inviting Authority: This tender enquiry for procurement of **Furniture** is being invited by HLL Infra Tech Services Limited (Procurement Support Agency) on behalf of AIIMS Bathinda to be supplied at AIIMS Bathinda.

2: Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.

3: Eligibility: (a) The tenderer must be a Manufacturer or its authorized Agent. (b) The Manufacturer should have supplied in last Five years from the date of Tender Opening, at least 50% of the quoted

quantity of the similar item(s) performing similar function which has been meeting major specification parameters which is functioning satisfactorily anywhere. (c) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 2(b) should have supplied and installed in last Five years from the date of Tender Opening, at least 25% of the quoted quantity of similar item(s) which is functioning satisfactorily, anywhere in India. (d) Bidder shall furnish Satisfactory Performance Certificate in respect of above.

4: One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms participation to be disqualified.

5: The Buyer reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the HITES/AIIMS Bathinda will be binding and final on the subject.

6: Inspections and Tests: HITES/AIIMS Bathinda or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. Further, a. The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representative of HITES/AIIMS Bathinda and they will issue an acceptance certificate.

7: Packing: (i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit (ii) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency.

8: Packing: Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.

9: Payment: The payment shall be released by HITES subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract on behalf of AIIMS Bathinda upon satisfying the General Terms and Conditions, and submission of following mandatory documents by the seller to HITES, B-14 A, Sector 62, Noida - 201307 along with delivery of stores:

(a) On delivery:

80% payment of the contract price shall be paid on receipt of goods in good condition and upon the

submission of the following documents: (i) One original and three copies of commercial invoice, indicating Bill to Consignee through M/s HLL Infra Tech Services Limited and Ship to as: Place of Supply: Contract number, Goods Description, Quantity, Unit Price, and Total Amount. Additional place of supply as indicated at the time of placement of purchase order. (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee (iii) Four copies of packing list identifying contents of each package. (iv) Inspection certificate issued by the nominated inspection agency, if any. (v) Insurance Certificate. (vi) Certificate of origin (in case the goods are of foreign origin). (vii) Any other/ additional procurement-specific document(s) for delivery/ payment purposes. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

10: Payment: b) On Acceptance:

Balance 20% payment would be made against 'Final Acceptance Certificate' to be issued by the consignees subject to recoveries, if any, either on account of non rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

11. Resolution of disputes 11.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the Rate Contract, the parties shall make every effort to resolve the same amicably by mutual consultations. 11.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitrator appointed by the Chairman & Managing Director of HLL Life care Limited. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-). 30.3 Venue: The venue of arbitration shall be Delhi/New Delhi (India)/NCR.

12: Insurance: Unless otherwise instructed, 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:

13: Insurance: (i) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee. (ii) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

14: Insurance:(iii) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of M/s. HLL Infra Tech Services Limited, covering all risks basis for the goods from supplier/manufacturer warehouse to consignee warehouse.

15. 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 liquidity damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.

16. Delivery Period:

60 days from date of sample approval to delivery at consignee site or within 45 days from the date of site readiness, whichever is later. Sample should be sent for approval within 15 days from

the date of issuance of Notification of Award, before resorting to bulk manufacturing/ supplies. The date of delivery will be the date of delivery at consignee site. Installation and commissioning shall be done within 15 days of receipt of the stores/ goods at site or within 15 days of handing over the site for installation, whichever is later. For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per above clause

17 Consignee:

Executive Director, All India Institute of Medical Sciences, Bathinda, Punjab

18 Performance Security

Within fifteen (21) days from date of the placement of supply order against Rate Contract by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to three percent (3%) of the total value of the supply order placed, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below: It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

19 Pre-bid meeting

Sl. No.	Description	Schedule
i.	Last date for receipt of Pre-bid queries (A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing through email to pcd@hllhites.com (Commercial) and bmenoida@hllhites.com (Technical). The purchaser will respond to such request provided the same is received by the purchaser one day prior to the pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.	30.08.2021, 1800 Hrs IST

Sl. No.	Description	Schedule
iii.	Pre-bid meeting date, time	31.08.2021, 1100 Hrs IST

For the pre-bid meeting scheduled to be held on **31-August -2021, 1100 Hrs (IST)**, find below mentioned meeting link for joining of pre-bid meeting.

Meeting Link:

<https://meet.google.com/kzh-smka-vov>

Note: Kindly request all participants connecting through **Goggle meet**, please ensure your mic is set to OFF position at all times and turn ON when required. This will ensure unwanted Audio or background Noise can be avoided.

e-bxm

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---