

**HIMACHAL PRADESH STATE  
ELECTRONICS  
DEVELOPMENT CORPORATION  
LIMITED**



**( TENDER FOR PCB LAB. EQUIPMENTS )  
HPSEDC( PCB ) - 1 – 1/ 2012.**

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**HIMCHAL PRADESH STATE ELECTRONICS DEVELOPMENT CORPORATION**  
**Rattan Kunj, Khalini, Shimla – 171002**  
**Tel.: 0177-2623513, 2623259, 2623394, 2623043, Fax :- 0177-2623507**



**NOTICE INVITING TENDERS ( NIT )**

Sealed Tenders are invited from the **Original Equipment Manufacturers (OEM)**, Authorised Distributors/Dealers of the O.E.M for indigenous equipments or Principal National Distributors/Country Channel Partners/Dealers in India in case of imported equipments for the procurement of **2.5PM Sampler alongwith other accessories and Gas chromatograph** for various PCB Lab/ institutions working under H.P. State Pollution Control Board. Tender document containing detailed terms & conditions can be obtained from this office on payment of ₹ 2500/- through demand draft in favour of "H.P. State Electronics Dev. Corporation Ltd" on any working day between 10 AM to 4 PM upto 17-1-2012, 4PM) or it can be downloaded from our website [www.hpsedc.com](http://www.hpsedc.com). (in such cases payment of ₹2500/- to be deposited in this office before submission of tender.

<b>Cost of tender Document</b>	<b>₹ 2500/-</b>	<b>In shape of DD in favour of "H.P. State Electronics Dev. Corporation, Ltd", payable at Shimla.</b>
<b>Pre-bid meeting.</b>	<b>04-01-2012</b>	<b>Venue: HPSEDC Rattan Kunj, Khalini, SHIMLA-2.. Representative of only those companies will be allowed to participate in the pre-bid meeting who have deposited ₹2500/- towards cost of tender document.</b>
<b>Date of Submission of bids</b>	<b>18-01-2012 (upto 11:30 AM)</b>	<b>Venue: HPSEDC Rattan Kunj, Khalini, SHIMLA-2.</b>
<b>Date of opening of bids</b>	<b>18-01-2012 (upto 12:30 PM)</b>	<b>Venue: HPSEDC Rattan Kunj, Khalini, SHIMLA-2.</b>

The tender shall be opened on the date mentioned above in the presence of the bidders or their authorized representatives. In case the opening day happens to be a Gazetted holiday, the tender will be opened on the next working day at the scheduled time. **All corrigendum, modifications and clarifications in respect of this tender will be issued only in our website [www.hpsedc.com](http://www.hpsedc.com).**

The Managing Director HPSEDC reserves the right to accept or reject any tender or part thereof without assigning any reason.

Sd/-  
**MANAGING DIRECTOR**



(ii) Tender No.: HP SEDC( Med. ) - 1 – 1/ 2012.

**2. Cost of tender document and Scheduled Dates & Venue:**

<b>COST of tender Document</b>	<b>₹. 2500/-</b>	<b>In shape of DD in favour of "H.P. State Electronics Dev. Corporation, Ltd", payable at Shimla.</b>
<b>Pre-bid meeting.</b>	<b>04-01-2012</b>	<b>Venue: HPSEDC Rattan Kunj, Khalini, SHIMLA-2.. Representative of only those companies/firms will be allowed to participate in the pre-bid meeting who have deposited ₹. 2500/- towards cost of tender document.</b>
<b>Date of Submission of bids</b>	<b>18-01-2012 (upto 11:30 AM)</b>	<b>Venue: HPSEDC Rattan Kunj, Khalini, SHIMLA-2.</b>
<b>Date of opening of bids</b>	<b>18-01-2012 (upto 12:30 PM)</b>	<b>Venue: HPSEDC Rattan Kunj, Khalini, SHIMLA-2.</b>

3. Interested bidders can obtain tender document from this office on payment of ₹2500/- through demand draft in favour of "H.P. State Electronics Dev. Corporation Ltd" or it can be downloaded from our website [www.hpsecd.com](http://www.hpsecd.com)(in such case cost of tender document is to be made in shape of demand draft of Rs 2500/- in favour of "H.P. State Electronics Dev. Corpn. Ltd" payable at Shimla or may be deposited in cash in this office on any working day before submission of tender document).

4. All prospective tenderers may attend the Pre Bid Meeting on the date , time and venue mentioned above. Only those bidder will be allowed to participate in the pre-bid meeting those have deposited Rs 2500/- towards the tender cost.

5. Tenderers shall ensure that their tenders, complete in all respects, are dropped or handed over to the authorized person of H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD, Rattan Kunj, Khalini, Shimla-2. (HPSEDC in brief) on or before the closing date and time indicated in the Para ii above.

6. In the event of any of the above mentioned dates being declared as a holiday by the State Government, the tenders will be sold/received/opened on the next working day at the appointed time.

7. All corrigendum, modifications and clarifications in respect of this tender will be issued only on our website [www.hpsecd.com](http://www.hpsecd.com).

8. The Tender Enquiry Documents are not transferable.

## MANAGING DIRECTOR

## SECTION – II

## GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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

### A. PREAMBLE

#### 1. Definitions and Abbreviations

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

- i) **“Purchaser”** means the "Himachal Pradesh, State Electronics Development Corporation, Shimla" or in brief "HPSEDC", or “consignee” purchasing goods and services as in -corporate in the Tender Enquiry document.
- (ii) **“Tender”** means Bids / Quotation / Tender received from a Eligible Firm / Tenderer / Bidder as per tender terms and conditions.
- (iii) **“Tenderer”** means Eligible Responsive Bidder/ the Individual or Firm submitting Bids / Quotation / Tender as per tender terms and conditions.
- (iii) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract ( Tenderer can appoint to work on his behalf in the State for the purpose of supplies and billing only ).
- (iv) **“Goods”** means the Electronics Medical Equipment, its Spares, Instruments, Machinery, equipment, Consumables etc. which the tenderer / supplier is required to supply to the purchaser under the contract.
- (v) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the tenderer / supplier covered under the contract.
- (vi) **“Earnest Money Deposit” (EMD)** means Bid Security to be furnished by a tenderer along with its tender only in eligibility criteria envelope.
- (vii) **“Contract”** means the written agreement entered into between the purchaser and the tenderer, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) **“Performance Security”** means financial guarantee to be furnished by the successful tenderer for due performance of the equipments as per the purchase orders during warranty period or AMC/CMC period. Performance Security is also known as Security Deposit or Performance Bank Guarantee (PBG).
- (ix) **“Consignee”** means the various PCB institutions under The Member Secretary, H.P person to whom the goods are required to be delivered as per the purchase order. 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 purchase order than that “another” person is the consignee, also known as ultimate consignee.
- (x) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) **“Day”** means calendar day.

(xiii) "HPSEDC" or "MD, HPSEDC" means H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.

## **2. INTRODUCTION**

H.P. State Electronics Development Corporation Ltd (A State Govt. Undertaking) is procuring various Electronics & ICT equipment to various State Govt. Deptt.

2.1 The Purchaser (HPSEDC) has issued this Tender Enquiry documents. for equipments mentioned in Section – VI – "List of Requirements" to meet the immediate requirement and subsequent demand during the current financial year 2011-12.

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

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

## **3. Availability of Funds**

3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee as per sanctions received from state Govt. or funding agency.

## **4. Language of Tender**

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

4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the English language.

## **5. Eligible Tenderers**

5.1 This invitation for tenders is open to all suppliers who fulfill the eligibility criteria specified in these documents at section IX.

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

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

## **7. Tendering Expense**

7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for

subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

## **B. TENDER ENQUIRY DOCUMENTS**

### **8. Content of Tender Enquiry Documents**

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

- \_ Section II – General Instructions to Tenderers (GIT)
- \_ Section III – General Conditions of Contract (GCC)
- Section IV – \*\*\*\*\*
- \_ Section V – List of Required Equipments
- \_ Section VI – Technical Specifications
- \_ Section VII – Quality Control Requirements
- Section VIII - \*\*\*\*\*
- \_ Section IX – Eligibility Qualification Criteria
- \_ Section X – Tender Form
- \_ Section XI – Price Schedules
- \_ Section XII – Price Schedules for CMC
- Section XIII – Price Schedule for Turnkey
- Section XIV - Questionnaire
- \_ Section XV – Manufacturer’s Authorisation Form-A , FORM-B and other Declarations.
- \_ Section XVI – Bank Guarantee Form for Performance Security/CMC Security
- \_ Section XVII – Contract Forms A & B
- \_ Section XVIII – Performa of Consignee Receipt Certificate
- \_ Section XIX – Performa of Final Acceptance Certificate by the consignee
- \_ Section XX – Check List for the Tenderers

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 only on the HPSEDC website [www.hpsedc.com](http://www.hpsedc.com) upto 12-01-2012. No amendments or corrigendum in respect of this tender will be issued in the press. Prospective bidder may remain in constant touch with the website.

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 or on email-ids [sedc-hp@nic.in](mailto:sedc-hp@nic.in) or

hpsedc@hpsedc.com. The purchaser will respond in writing through email only to such request provided the same is received by the purchaser not later than seven days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. **All corrigendum, modifications and clarifications in respect of this tender will be issued only in our website [www.hpsedc.com](http://www.hpsedc.com).**

## C. PREPARATION OF TENDERS

### 11. Documents Comprising the Tender:

11.1 The Three Bid Tender System, i.e. (A) "Eligibility Bid", (B) "Technical Bid" and (C) "Price Bid" prepared by the tenderer shall comprise the following:

#### A) ELIGIBILITY BID

Interested bidder will submit the Eligibility Claim Document mentioned at Section - IX in a separate envelope, which will be opened first to determine the eligibility of the bidder.

**B) TECHNICAL BID (Un priced Tender) (only those bidder's Technical Bid will be opened those are found eligible while evaluating Eligibility Bid)**

- i) Earnest money furnished in accordance with GIT.
- ii) Tender Form as per Section X
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 including section IX establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) In case of Imported equipments the Principal National Distributors/Dealers in India who quotes for goods manufactured by other foreign manufacturer shall furnish Manufacturer's Authorization Letter in Original as per FORM-A contained in Section XIV indicating that the tenderer is the Authorized Distributor/Dealer in India.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Format given in tender filled up with all the details including Make, Model etc. of the goods offered **with prices blank (without indicating any prices)**.
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XIX.
- xi) All documents should be filed and paged properly with covering letter.

#### B) Price Tender:

Price Schedule(s) as per Format given in tender filled up with all the details including Make, Model etc. of the goods offered **with prices**.

**Note:-**

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- 11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 11.3 A tender, that does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

**12. Tender currencies**

- 12.1 The tenderer supplying indigenous goods or imported goods 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 as per format provided in tender document 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 during the period of contract. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.
- 13.2 If there is more than one equipment from the List of Requirements, the tenderer has to submit its quotation for any one or more equipments separately for each model of equipment and also to offer special discount for quantity if one order is for more than one equipment. However, while quoting for a equipment, the tenderer shall quote for the complete requirement of goods and services as specified in technical specifications.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
  - 13.4.1 For domestic goods or goods of foreign origin, the prices in the corresponding price schedule shall be entered separately in the following manner:
    - a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST, VAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
    - b) Sales tax /VAT or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded, may be shown separately.
    - c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local Transportation and storage) would be borne by the Supplier from ware house to the Consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination any where in Himachal Pradesh.
    - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
    - e) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical

Specification and Price Schedule; and

f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

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

13.5.5 Customs Duty:

The Purchaser will pay the Customs duty wherever applicable.

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

13.7 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser

and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

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

14.1 If a foreign tenderer has engaged an agent in India ( Qualifying the eligibility criteria ) in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

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

15.1 The prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

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

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

16.1 Alternative Tenders are not permitted.

16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

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

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

17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:

- a) In case of imported equipments, 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 FORM-A OR FORM-B as the case may be, provided under Section XV 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) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications and also fulfilling the eligibility qualification criteria of the tender.
- d) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is

already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

#### **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 in **Original** like technical data, literature 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 ( FACT SHEET ). In addition to documents the complete technical details of the equipment to be offered should also be given on CD in Excel / Word format to avoid any typing error.*

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 **The tenderer shall furnish along with its tender with Eligibility Criteria in the separate envelope on clearly indicating the EMD and name of items, earnest money for amount as shown in the List of Requirements indicated in Section-V.** The earnest money is required to protect the purchaser against the risk of the tenderers unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The tenderers who are registered with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall not be eligible for exemption from EMD.

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

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

19.4 The demand draft, banker's cheque shall be drawn on any commercial bank in India, in favour of the "Managing Director, HPSEDC, Shimla" payable at Shimla.

19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the contract.

19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest after the process of tender. Successful tenderers earnest money will be returned without any interest, after the completion of contract period.

19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer 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 tenderers 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 as per the terms of purchase order.

## **20. Tender Validity**

20.1 The tenders shall remain valid for acceptance for a period of 120 days (Hundred Twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

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.

**20.4 The rates approved by the Purchase Committee after technical recommendations of the equipments will be valid up to 31.03.2013.**

**Successful bidders may be asked to extend their approved rates beyond 31.03.2013, if so desired by the purchaser, without any change in terms & conditions.**

## **21. Signing and Sealing of Tender**

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

21.2 A tenderer shall submit two copies of its tender marking them as "Original", & "Duplicate". The duplicate tender may also contain all pages including Technical Literature/Catalogues as per in Original tenders.

21.3 The original and other copy of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.4 Both the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

**21.5 The tenderer is to seal the original and duplicate copy of the tender in separate envelopes, duly marking the same as "Original", & "Duplicate and writing the address of the purchaser and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before 18-01-2012 (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc. There should be separate tender for each equipment quoted .**

21.6 Documents pertaining to ELEGIBILITY Criteria should be submitted in separate sealed envelop along with tender document fee and EMD in separate envelope. TE document seeks quotation following **Two Tender Systems**, in two parts. First part will be known as '**Techno - Commercial Tender**' or "**TECHNICAL BID**", and the second part '**Price Tender**' or "**PRICE BID**" as specified in clause 11 of GIT. Tenderer shall seal '**Techno - Commercial Tender**'

and 'Price Tender' separately duly filed and paged and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Para's 21.1 to 21.5 followed for each tendered equipment, **any clubbing of equipments will be ignored** .

## **D. SUBMISSION OF TENDERS**

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

22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the office of **Managing Director, HP State Electronics Development Corporation, Rattan Kunj, Khalini, Shimla**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

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

### **23. Late Tender**

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

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

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

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

## **E. TENDER OPENING**

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

25.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

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

25.2 Authorized representatives of the tenderers, who have submitted tenders in time, may attend the tender opening **provided they bring with them letters of authority from the corresponding tenderers.**

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

25.3 Three - Tender system as mentioned in para 21.6 above will be as follows. The **Eligibility Claim will be opened first.** Those bidders are qualified by the committee only their Technical Bid will be opened and evaluated. 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 Technical Committee of Experts / authority duly appointed and notified by the competent authority with reference to parameters and specifications prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will check the salient technical features of the tenders like detailed 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). The Technical Committee can ask for any clarification / document / demonstration while recommending the equipment, any modification or clarification in tender document can be seen on our website [www.hpsedc.com](http://www.hpsedc.com). The recommendations made by the Technical Committee Experts will be final. Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno - Commercial tender. The prices, special quantity discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

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

### **26. Basic Principle**

26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received. The recommendations of the Technical Committee constituted by The Member Secretary, , will be final. 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, pagged and whether the Tenders are generally in order.

27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or

objections or reservations to critical provisions such as those concerning Eligibility Criteria, Warranty , EMD, Taxes & Duties, Force Majeure and Applicable law will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the non conformity.

27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

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

- (i) Tender form as per Section X (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD have not been provided.
- (v) In case of imported equipments, the tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XV.
- (vi) Tenderer has not agreed to terms and conditions of the TE.
- (vii) Goods offered are not meeting the tender enquiry specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1 including section IX.
- (xii) Tenderer has not quoted for the entire range of items in the List of Requirements as required in the technical specifications of each equipment.
- (xiii) Previous supply order copies with prices of the quoted equipment having same specifications.

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

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

## **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.

Prices should be submitted only in the format given in tender document any deviation will not be considered.

29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

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

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

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

### **31. Eligibility 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. Eligibility criteria of Turn-Over of O.E.M or Principle National Distributor.**

**The Annual Turnover of the OEM or the Principal National Distributor should be ₹.. 2Crore (Two Crore) in each year in the last three years.**

**33. Billing: The Bidder should open Dump/Depot in Himachal as per HP Govt. notification, if selected.**

### **34. Comparison of Tenders**

34.1 The comparison of the responsive tenders shall be carried out on Free Delivery at consignee site basis.

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

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

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

35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any.

### **36. Tenderers 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. **The recommendations of the Technical Committee constituted by the Govt. of Himachal Pradesh will be final.**

36.2 The above-mentioned determination will, interalia, take into account the Tenderers 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 Managing Director, HPSEDC 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 by the Managing Director, HPSEDC to the lowest evaluated responsive tenderer decided as per the terms of GIT Clause 36.

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

40.1 The approved rates will be valid till 31.03.2013, the purchaser reserves the right to increase or decrease, 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 during the contract period .

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase 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 that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of purchase order/s, 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. **The approved rates will be valid till 31 .03. 2013.**

#### **42. Issue of Contract**

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

42.2 **Within 14 days from the date of the contract**, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post or to be delivered in HPSEDC in person.

42.3 The purchaser reserves the right to issue the Notification of Award equipment wise.

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

43.1 Failure of the successful tenderer in providing 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 against it as per the clause 24 of GCC – Termination of default.

#### **44. Return of E M D**

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

#### **45. Publication of Tender Result**

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

#### **46. Corrupt or Fraudulent Practices**

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(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 noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

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**SECTION - III**  
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## SECTION - III

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Application

1.1 The General Conditions of Contract incorporated in this Contract prescribed **under Section -III, List of requirements under Section Section-V and Technical Specification under Section- VI of this document.**

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

2.1 The tenderer 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 contract documents shall be returned to the purchaser on completion of the Tenderers performance and obligations under this contract.

#### 3. Patent Rights

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

#### 4. Country of Origin

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

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

4.3 The country of origin may be specified in the Price Schedule

#### 5. Performance Security:- **In this 1st party shall give the Performance Security** by way of a Bank Guarantee to ensure timely supply and installation of equipment(provided the site is ready) The first Performance Security shall be of 5% of the order value valid for 8 week for indigenous and 18 weeks for imported equipments(s)

.As per Tender clause no. 5.1 Before the issuance of the Purchase Order the Corporation will issue letter of intent to 1<sup>st</sup> party for the purchase of Equipment(s) and will submit PBG, issued from a schedule bank in India as format xvi valid for 1years and three months from the date of LOI. The tenderer, shall furnish performance security to the purchaser for an amount equal to five percent (5%) of the total value.

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

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

## **7. Packing and Marking**

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

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

7.3 Packing instructions:

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

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address
- g Govt. Supply – Not For Sale.

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

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the tenderer 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 tenderer shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

8.5 If the tenderer 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 predespatch inspection mentioned above.

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

## **9. Terms of Delivery**

9.1 Goods shall be delivered by the tenderer in accordance with the terms of delivery specified in the purchase order/s issued during the contract period i.e. 6 weeks for Indigenous and 16 weeks for Imported equipments. In case of any delay to deliver the equipment/s in specified period mentioned in the purchase order a penalty of 0.5% per week of the total value of the equipment will be deducted up to a maximum of 10%. If more than two delays recorded during the contract period, the tenderer will be Black Listed for future supplies and EMD will be forfeited.

## **10. Transportation of Goods**

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

In case no instruction is provided in this regard in the SCC, the tenderer will arrange transportation of the ordered goods as per its own procedure.

## **11. Insurance:**

11.1 Unless otherwise instructed in the SCC, the tenderer 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 tenderer 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. If the equipment is not commissioned and handed over to the consignee within 45 days, the insurance will be got extended by the tenderer at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee.

## **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 tenderer:

a) The spare parts as selected by the purchaser to be purchased from the tenderer, subject to the condition that such purchase of the spare parts shall not relieve the tenderer of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:

i) Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., .

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

## **13. Incidental services**

13.1 Subject to the stipulation, if any, in the, List of Required Equipments (Section – V) and the Technical Specification (Section – VI), the tenderers 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 if required.

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 and release of payment .**

The tenderer shall send all the relevant dispatch documents well in time to the consignee to enable the consignee to make arrangements accordingly to receive (as the case may be) the goods in terms of the purchase order.

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 tenderer under its own arrangement within 24 hours of dispatch, the tenderer shall notify the purchaser, consignee, and others concerned if mentioned in the purchase order, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (i) Four computerized copies of invoices showing purchase order number, goods description, quantity, unit price and total amount; duly verified and stock entry.
- (ii) Consignee Receipt Certificate as per Section XVIII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin;
- (vi) Copy of Insurance Certificate; &
- (vii) Manufacturer's/ tenderers warranty certificate & inspection certificate.

#### **15. Warranty**

15.1 The successful tenderers shall warranty the equipment for **One Year** comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 This warranty shall remain valid as per purchase order terms & conditions 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 in terms of the contract, unless specified otherwise in the SCC.

15.3 In case of any claim arising out of this warranty, the purchaser/consignee shall promptly notify the same in writing to the tenderer.

15.4 Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis, repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The tenderer 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.

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 equivalent to three times of down time** period from the date such rectified / replaced

goods starts functioning to the satisfaction of the purchaser apart from invoking penalty clauses for delay in services.

15.6 If the supplier, having been notified, fails to respond to the defect(s) within 48 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 3 months commencing from the date of the installation for preventive maintenance of the goods apart from the services related calls registered by the consignee/purchaser.

15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee/Purchaser and the Supplier for the period as mentioned in Section VI, Technical Specifications after the completion of warranty period. But purchaser/consignee will not be under any obligation to enter into such AMC/CMC contract.

15.9 The tenderer along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years or the rated life of the equipment, whichever is higher from the date of installation and handing over.

15.10 The tenderer along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/ Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser.

## **16. Assignment**

16.1 The tenderer 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**

The tenderer shall not be allowed to give any subcontract during the contract period to other supplier or agency.

## **18. Modification of contract**

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

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) mode of packing,
- c) incidental services to be provided by the supplier
- d) mode of dispatch,
- e) place of delivery, and
- f) any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the tenderer 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, the tenderer shall convey its views to the purchaser within twenty-one days from the date of the tenderers receipt of the purchaser's amendment / modification of the contract.

## **19. Prices**

19.1 Prices to be charged by the tenderer for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the tenderer in its tender and incorporated in the contract. However, if there is any price fall due to reduction in customer duty, import duty, excise duty, Sales/VAT tax or overall reduction in prices of these equipments due to some change in policy of the Government or reduction in prices internationally, the benefit of such reduction will be passed on the purchaser.

## **20. Taxes and Duties**

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

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

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

### **21.1 Payment Terms**

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.

#### **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:

**a)** 90 % payment of the purchase order price shall be paid on the submission of the following documents:

(i) Original copy of supplier's invoice showing purchase order number & date, goods description, quantity, unit price and total amount duly verified and stamped from the consignee with stock page entry including Proof of Delivery (POD).

(ii) Consignee Receipt Certificate as per Section XVIII in original issued by the authorized representative of the consignee;

(iii) Satisfactory Installation Report in original issued by the consignee or authorized officer.

(iv) Balance 10% will be paid after 45 days of the submission of above documents and submission of Performance Bank Guarantee valid upto three months beyond the expiry period of warranty as per the prescribed format in Section XVI

#### **b) Payment for Annual Comprehensive Maintenance Contract Charges:**

The consignee can avail the opportunity to enter into CMC with the tenderer at the rates as stipulated in the Contract provided the After-Sales-Services given during the warranty period are satisfactory. The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 3 months after expiry of entire CMC period.

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

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

## 22. Delay in the supplier's performance

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.

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

**(i) imposition of penalty @ 0.5% per week or part thereof , subject to maximum 10% of the order value,**

(ii) forfeiture of its performance security and

(iii) termination of the contract for default as well Black Listing for future supplies.

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 in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser 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:

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

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

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

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser 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. Liquidated damages**

23.1 Subject to GCC clause 26, if the tenderer 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 shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the purchase 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 may consider termination of the contract as per GCC 24.

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

**24. Termination for default**

24.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the tenderer, 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 pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the purchaser 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 for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

24.3 Unless otherwise instructed by the purchaser, the tenderer shall continue to perform the contract to the extent not terminated.

**25. Termination for insolvency**

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

**26. Force Majeure**

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

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

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to

perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

## **27. Termination for convenience**

27.1 The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser'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. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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

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

## **28. Governing language**

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

## **29. Notices**

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

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

## **30. Resolution of disputes**

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

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser 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. In the case of a dispute or difference arising between the Purchaser/ Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the Managing Director , HPSEDC, Shimla . 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 lakhs (₹. 1,00,000/-)

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Shimla.

### **31. Applicable Law**

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

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

32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

32.3 The Supplier shall notify the Purchaser of any material change would impact on performance of its obligations under this Contract.

32.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser for performance of contract/services.

32.5 The Supplier/its Indian Agent/CMC Provider 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 CMC or the Contract.

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

32.7 All claims regarding indemnity shall survive the termination or expiry of the contract

**SECTION – IV**

**TECHNICAL SPECIFICATIONS**



***NOTE:- Complete specifications and Fact Sheet of the offered equipment/s alongwith additional / optional items as per technical specification should be provided in Excel Format on CD/USB to avoid any typing mistake. Failure to submit the specifications on CD/USB will be liable to be rejected***

**Part II: Required Delivery Schedule: 6 weeks ( Indigenous ) and 16 weeks ( Imported )** from date of Purchase Order issued to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

**Note:** The Purchaser reserves the right to extend the validity period of rates after 31.03.2013.

**Part III: Scope of Incidental Services:**

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

**Part IV:**

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

**Part V:**

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

**Part VI:**

**Required Terms of Delivery and Destination.**

At Consignee Site – As Specified in the Purchase Order.

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

**Destination/Consignee details will be given in Purchase Orders**

## **SECTION-VI**

### **GENERAL TECHNICAL SPECIFICATIONS**

#### **GENERAL POINTS:**

**1. Warranty:**

- a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including all parts and accessories of the equipment, wherever applicable) and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to various consignees.
- b) 98% up-time Warranty of complete equipment (including all parts and accessories of the equipment, wherever applicable) with extension of Warranty period by three times the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

**2. After Sales Service:**

After sales service centre should be available in Himachal or nearby area on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 48 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years or rated life of the equipment, whichever is higher, from the date of supply.

**3. Training:**

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

**4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment**

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for year on yearly basis for complete equipment (including all parts and accessories of the equipment). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period. These visits are in addition to service calls visits of the company's/ASP engineer's visits.
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any

- such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose. So every care must be taken while quoting CMC rates.
  - d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 3 months after expiry of entire CMC period.
  - e) There will be 98% uptime during warranty/CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty @ 0.25% per day and to extend warranty/CMC period by three times the downtime period. The post warranty ( after one year) CMC should include the complete system which includes all the accessories supplied and maintenance for another five years.
    - b) In case the machine is found not to be working for reasons other than force majeure conditions, no discount will be given on account of public holidays/Sundays. The bidder to cover the losses, if any, due to force majeure conditions, should do the insurance. The rate of post warranty CMC should be offered on yearly basis for at least six years (beyond warranty period) by the bidder and be offered in Indian rupees only.
    - d) If a particular system/subsystem (including third party items) is not working for more than 7 days and due to which patient work suffers, the firm will be asked to pay the amount of repair done by other agency and the firm will be black listed for all future supplies.
    - f) During CMC period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
    - g) All software updates should be provided free of cost during CMC.
    - h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
    - i) The payment of CMC will be made as stipulated in GCC Clause 21.
    - j) The penalty , if any for non performance during the AMC/CMC the amount will be either deducted from the performance Bank Guarantee and/or from the AMC payment due on completion of part AMC period before release of AMC amount.

***Turnkey:***

Turnkey will be indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with various consignees. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job of each various consignees. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

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

# SPECIFICATIONS

## LIST OF TECHNICAL SPECIFICATIONS

### TECHNICAL SPECIFICATIONS

Specifications of PM 2.5 sampler:

1. Flow rate: Flow rate should be 1 m/hr and controlled by mass flow controller to maintain constant air, sampling rate.
2. Size selective inlets: Impactor for PM 2.5 as per standards.
3. Volumetric flow rate compensation: Flow rate should be performed automatically by the system using actual site values of temperature and Barometric pressure.
4. Vacuum Pump: Vacuum pump should be oil free, driven by brushless induction motor with less noise.
5. Elapsed time indicator: Real time clock should record the operating time for each sample.
6. Flow recorder: There should be Digital microcontroller based data logging system which records flow rate, volume of air sampled, air temperature and filter temperature and shall have latest software to download the data.
7. Calibration unit: there should be adaptor for flow rate measurements and Leak Check.
8. Fixed with Castor wheel to move the instrument from one place to another.
9. Accessories:
  - (a) PM 2.5 PTFE filter membrane with support ring to be used with PM 2.5 sampler with diameter =  $46.2 \text{ mm} \pm 0.25$ , Thickness =  $40 \text{ m} \pm 10.0$ , Pore size = maximum 2.0  $\mu\text{m}$ . A total 312 number of pieces per instrument.
  - (b) GF/A filter paper in circular disc form with diameter = 37 mm, thickness = 260  $\mu\text{m}$ .
  - (c) Filter carrier with cover 10 with each instrument.

**Specifications of the Instruments**

S.No.	Name of Instrument	No. of Instrument	Specification
1.	Gas Chromatograph	01	<p>A microprocessor controlled Gas Chromatograph with liquid auto sampler having PPC/EPC capabilities and dual tower injector. The instrument should essentially have all standard accessories along with gas cylinders/ gas generators and fittings, gas purification panel, PC compatible with the quoted GC Model, Printer, UPS and standards for insecticides/Pesticides/PAH.</p> <ul style="list-style-type: none"> <li>- Ramp Temperature Programming up to 450 °C.</li> <li>- Programmable Split/ Splitless Capillary Injector.</li> </ul> <p><b>DETECTORS:</b></p> <ol style="list-style-type: none"> <li>1. ECD</li> <li>2. FID with Autoignition</li> </ol> <p><b>COLOUMNS:</b></p> <ol style="list-style-type: none"> <li>3. PE-5</li> <li>4. Ultra-2-2 equipment</li> <li>5. 30m x 0.25 µm x 0.53 mm</li> <li>6. 30m x 0.50 µm x 0.53 mm</li> <li>7. 30m x 0.32 µm x 0.53 mm</li> </ol> <p>Spares and Accessories for two years.</p>

## Section – VII Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

01 Name of the manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number
- g. email ID

02 Plant and machinery details

03 Manufacturing process details in brief.

04 Monthly (single shift) production capacity of goods quoted for

- a. normal
- b. maximum

**05 Total annual turn-over (value in Rupees) certified by CA**

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held (duly attested and stamped by the certifying Agency)

- a . type test
- b . US FDA/European CE/AERB/BIS/ISO certifications
- c . any other certifications

08 Details of staff

- a. technical
- b skilled
- c unskilled

**Signature and seal of the Tenderer**

**SECTION VIII**

**NIL**

## Section – IX

### Eligibility Qualification Criteria and Documents to be submitted with Eligibility Bid Claim.

01. Detail Profile of the Company/Firm.

02. (a) A Bidder should be Original Equipment Manufacturer or Authorised Dealer for this tender OR Principal National Distributor having National presence and sustained relationship with the O.E.M besides meeting **Turn-Over criteria of ₹. Two crores each year in the last three years.**

02. (b) If the tenderer is not the O.E.M and/or the tenderer is different from the O.E.M. he will be required to enclose an undertaking as per Format prescribed in Section XV ( FORM – A for imported equipments and FORM - B for indigenous equipments”.

03. (a) The Manufacturer should have supplied and installed in the last Five years from the date of Tender Opening, atleast 10 times of the quoted quantity of the similar equipment meeting major specification parameters and which is functioning satisfactorily in India. Attach documents for confirmation.

(b) The Authorized Distributor of the foreign Manufacturer satisfying the above criteria of Turn-Over should also have supplied and installed in the last Five years from the date of Tender Opening, at least 10 times of similar model which are functioning satisfactorily any where in India. Attach documents for confirmation

04. The Annual Turnover of the **OEM or Principal Nations Distributor** should be at least **₹.2 crores ( Two crores) in each year , in the last three years.**

05. Audited Statement regarding sale of equipments/turn over of bidder **₹.1 crores ( two crores) in each year , in the last three years.**

06. Receipt of **₹.2500/-** towards the cost of the tender documents.

07. List of items for which the bid is being made.

08. Declaration in "FORM–C" contained in Section-XV by an authorized signatory to the effect that all conditions contained in the Tender Documents are acceptable to the Bidder. Such an authorization or power of Attorney may be seen during scrutiny of bids.

09. Declaration in FORM–D” as prescribed in Section-XV that the bidder has not been debarred/blacklisted by any reputed Government/Semi-Government organization for quality of product/services and that there is no major complaint against the quality of service/products by any organization mentioned in this clause.

10. The tenderer must have Dump and Depot in Himachal Pradesh as per the State Government Instructions/Directions.

**PROFORMA 'A'**  
**PROFORMA FOR PERFORMANCE STATEMENT**  
 (For the period of last five years)

Purchase Order Reference No. : \_\_\_\_\_

Date of purchase order: \_\_\_\_\_

Name and address of the Supplier: \_\_\_\_\_

Name and address of the manufacturer: \_\_\_\_\_

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (₹)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Tenderer

\*\* The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited

## Section – X TENDER FORM

Date \_\_\_\_\_

To

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Complete address of the purchaser)

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

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

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule to be specified in the purchase order/s after recommendation.

We further confirm that, if our tender is accepted, we shall provide you the performance security of required amount in an acceptable form in terms of your purchase order after the approval of contract award.

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

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

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

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

\_\_\_\_\_  
 (Signature with date)

\_\_\_\_\_  
 (Name and designation)

Duly authorized to sign tender for and on behalf of

## SECTION – XI

## PRICE SCHEDULE

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

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (₹.) with 5 year warranty					
				Ex factory/ Ex warehouse /Ex- showroom /Off - the shelf (a)	- Excise Duty (if any) [%age & value] (b)	- Sales Tax/ VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services (including Installation & Commissioning Supervision, Demonstration and Training) at the Consignee's site (f)

Total Tender price in ₹.: .....

In words: .....

**Note: -**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C

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

Name \_\_\_\_\_

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

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

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

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

## SECTION – XII

## PRICE SCHEDULE

## PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD OF FIVE YEARS.

1 Schedule No.	2 BRIEF DESCRIPTION OF GOODS	3 QUANTITY. (Nos.)	4 Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					5 Total Annual Comprehensive Maintenance Contract Cost for 2 to 6 Years [3 x (4a+4b+4c+4d+4e)]
			2nd	3rd	4th	5th	6th	
			a	b	c	d	e	

\* After completion of Warranty period of five years.

## NOTE: -

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

Place: \_\_\_\_\_ Signature \_\_\_\_\_ of \_\_\_\_\_ Tenderer

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

Business address \_\_\_\_\_

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

## SECTION – XIII PRICE SCHEDULE

## PRICE SCHEDULE FOR TURNKEY

Tender Details	BRIEF TURNKEY DESCRIPTION OF GOODS	Equipment / s	Turnkey price

**NOTE: -**

- 1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.*
- 2. Cost of Turnkey will be added for Ranking/Evaluation purpose.*
- 3. The payment of Turnkey will be made as per clause GCC clause 21.1 (C).*
- 4. The stipulations in Technical Specification will supersede above provisions*

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

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

Signature of Tenderer -----

Name \_\_\_\_\_

Business address \_\_\_\_\_

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

## SECTION – XIV

### 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 – XV**  
**MANUFACTURER'S AUTHORISATION FORM**  
**(For Imported Equipments only )**

**FORM-A**

To

\_\_\_\_\_

(Name and address of the purchaser)

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 authorize 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.*

*2. Original letter may be sent. ( No FAXED or e-MAILED copy will be accepted )*

**FORM-B**  
**MANUFACTURER'S AUTHORISATION FORM**  
 (For Indigenous Manufacturers having units in India)

To

\_\_\_\_\_  
 \_\_\_\_\_  
 (Name and address of the purchaser)

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 authorize Messrs \_\_\_\_\_ (name and address of the agent) to represent us in the state of Himachal Pradesh only for the purpose of Supply and Billing as per your terms of having Depot & Dumps in the State 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 Supply and Bill for the above goods manufactured by us. The payments may be released to them, however, the performance bank guarantee will be submitted by us for the equipments supplied through them.

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.*

*2. Original letter may be sent. ( No FAXED or e-MAILED copy will be accepted )*

**FORM - C****DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS  
CONTAINED IN THE TENDER DOCUMENT****To,**

**The Managing Director,  
H.P. State Electronics Development Corporation Ltd.,,  
Rattan Kunj, Khalini, Shimla- 171002.**

**Sir,**

I have carefully gone through the Terms & Conditions contained in the Tender Document No. *HPSEDC (PCB.)-1-1/2012* regarding procurement of Medical Equipments for the government of Himachal Pradesh. I declare that all the provisions of this Tender Document are acceptable to my Company. I further certify that I am an Authorised signatory of my company and am, therefore, competent to make this declaration.

**Yours very truly,**

Name: \_\_\_\_\_

**Designation:** \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**FORM - D**

## DECLARATION REGARDING PAST PERFORMANCE

**To,**

**The Managing Director,  
H.P. State Electronics Development Corporation Ltd.,  
Rattan Kunj, Khalini, Shimla-2.,**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No. *HPSEDC (PCB.)-1-1/2012* regarding procurement of Medical Equipments for the government of Himachal Pradesh. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

**Yours very truly,**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**SECTION – XVI**  
**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To  
The Managing Director,  
HP SEDC, Shimla

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 Rs.

\_\_\_\_\_ (Amount of the guarantee in words and figures) which is 5% of the total value of the Purchase Order, 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 satisfactory installation of the equipment i.e. ----- (indicate date) up to 60 days beyond the period of warranty i.e. ----- (indicate date).

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

Name and designation of the officer  
.....  
.....

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

**SECTION – XVII  
CONTRACT FORM - A**

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

\_\_\_\_\_  
\_\_\_\_\_  
(Address of the purchaser's  
office issuing the contract)

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

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

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

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

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

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

Tender No.	Brief description of goods/services	Accounting unit	Unit Price	Total price	Terms of delivery

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

\_\_\_\_\_

Final Price approved for equipment/s (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedule of 45 days for indigenous and 120 days for Imported.
- (iii) Acceptance for submission of Performance Security as per purchase order.
- (iv) Warranty clause - as per purchase order
- (v) Payment terms – as per purchase order
- (vi) Paying authority – Managing Director, HPSEDC, Shimla ( HP )

\_\_\_\_\_  
**(Signature, name and address  
of the purchaser's authorized official)**  
For and on behalf of \_\_\_\_\_

Received and accepted this contract

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

For and on behalf of \_\_\_\_\_  
(Name and address of the supplier)

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

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

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

**SECTION – XVII**  
**CONTRACT FORM - B**

**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annual CM Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
Between

\_\_\_\_\_  
\_\_\_\_\_  
(Address of In charge of Lab/Institute/)  
And

\_\_\_\_\_  
\_\_\_\_\_  
(Name & Address of the Supplier)

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

In continuation to the above referred contract

a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

1 Schedule No.	2 BRIEF DESCRIPTION OF GOODS	3 QUANTITY. (Nos.)	4					5 Total Annual Comprehensive Maintenance Contract Cost for 5 Years [5 x (4a+4b+4c+4d+4e)]
			Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					
			2nd a	3rd b	4th c	5th d	6th e	

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

b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)

c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, \_\_\_\_\_ & \_\_\_\_\_) and Turnkey (if any).

d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/

technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 4 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

f) All software updates should be provided free of cost during CMC.

g) The bank guarantee valid till \_\_\_\_\_ [(fill the date) 3 months after expiry of entire CMC period] for an amount of ₹ \_\_\_\_\_ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser.

h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of ₹ \_\_\_\_\_ (equivalent to 2.5 % of the cost of the equipment as per contract per week or part thereof for the period equipment remain un-repaired or not put in working condition) shall be payable to the Consignee/purchaser.

i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the Incharge concerned. The payment will be made in Indian Rupees.

j) **Paying authority:** \_\_\_\_\_ (name of the consignee i.e. Lab./institute's authorised official)

\_\_\_\_\_  
**(Signature, name and address  
of Lab./institute's authorised official)**

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

Received and accepted this contract

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

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

(Name and address of the supplier)

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

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

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

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

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

- 1) Purchase order No. & Date: \_\_\_\_\_
- 2) Supplier's Name: \_\_\_\_\_
- 3) Consignee's Name & Address  
with telephone No. & Fax No. : \_\_\_\_\_
- 4) Name of the equipment supplied: \_\_\_\_\_
- 5) Stock Page Entry & 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 – XIX**  
**Proforma of Final Acceptance Certificate by the Consignee**

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

To

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

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard accessories (subject to purchase order) in accordance with the technical specifications. The same has been installed and commissioned.

(a) Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the equipment(s)/plants: \_\_\_\_\_

(c) Equipment(s)/ plant(s) Nos. \_\_\_\_\_

(d) Quantity: \_\_\_\_\_

(e) Invoice No. \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the Consignee: \_\_\_\_\_

(g) Date of Installation: \_\_\_\_\_

Details of accessories/spares not yet supplied as per purchase order or any deficiency in installation, if any.

Sl. No	Description of Item /s	Quantity	Remark, if any

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its purchase order obligations satisfactorily and the payment may be released in his favour.

Signature  
 Name  
 Designation with stamp

## 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.	Have you enclosed clause-by-clause technical compliance statement (Fact Sheet) for the quoted goods vis-à-vis the Technical specifications? Have you enclosed the CD/USB of technical specifications and fact sheet in Excel format to avoid typing mistake.			
4.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI & Section XII?			
7.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			

<b>8. a</b>	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
<b>8. b</b>	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
<b>9.</b>	Have you intimated the name and full address of your Banker (s) along with your Account Number			
<b>10.</b>	Have you fully accepted payment terms as per TE document?			
<b>11.</b>	Have you fully accepted delivery period as per TE document?			
<b>12.</b>	Have you accepted terms and conditions of TE document?			
<b>13.</b>	Have you accepted the warranty as per TE document?			
<b>14.</b>	Have you furnished documents establishing your Eligibility & Qualification Criteria as per TE Documents?			
<b>15.</b>	Have you furnished Turn-Over & Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening duly attested by the CA?			

N.B.

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

\_\_\_\_\_  
(Signature with date)

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

For and on behalf of

\_\_\_\_\_  
(Name, address and stamp of the tendering firm)