

LRSI
LALA RAM SARUP INSTITUTE OF TUBERCULOSIS
& RESPIRATORY DISEASES NEW DELHI

TENDER
FOR

SUPPLY, TESTING, INSTALLATION &
COMMISSIONING OF
“R.O. SYSTEM & MEDICAL OXYGEN GAS PIPE LINE”
FOR LRS INSTITUTE OF TB & RESPIRATORY
DISEASES, NEW DELHI”.

THROUGH

HSCC (INDIA) LTD.
(A Govt. of India Enterprises)
(Consultants & Engineers for Mega Hospitals & Laboratories)
E - 6 (A), Sector - I, NOIDA (U.P.) - 201 301 (INDIA)

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No. HSCC/103/PG-III/09/2009

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NOTICE INVITING TENDER (NIT)

LRS Institute of TB & Respiratory Diseases
Sri Aurobindo Marg,(Near Qutub Minar)
New Delhi -110030

No. HSCC/103/PG-III/09/2009

Dated : 02.04.2009.

NOTICE INVITING TENDER

1. On behalf of LRS Institute of TB & Respiratory Diseases, New Delhi, **HSCC (India) Ltd**, invites sealed tenders in two bid systems from the contractors/firms for the following works:

| Line Item No. | Name of Work | Estimated Cost (Rs.) | Bid Security (Rs.) | Cost of document (Rs.) | Period of Completion |
|---------------|---|----------------------|--------------------|------------------------|----------------------|
| 1. | “Supply, Testing, Installation & Commissioning of R. O. System with water softener” at BSL-3 Lab. of LRS Institute of TB & Respiratory Diseases, Sri Aurobindo Marg, New Delhi”. | 4.00 lacs | 5,000/- | 500/- | 4 weeks |
| 2. | “Supply, Testing, Installation & Commissioning of Medical Oxygen Gas Pipe Line” at MDR Lab.(Ward no. 1 & 3) and Ward Nos. 2,4 & 5 of LRS Institute of TB & Respiratory Diseases, Sri Aurobindo Marg, New Delhi”. | 1.25 lacs | 5,000/- | 500/- | 4 weeks |

2. Applicants may obtain the tender documents on any working day between **10.00 AM** and **4.00 PM** from **02.04.2009 to 04.05.2009** on written request from **HSCC Corporate office situated at Plot No.- E6 A, Sector 1, Noida, UP-201301**, against a non refundable amount of **Rs. 500/-** against each work payable in cash or in the form of Demand Draft/ Banker's Cheque in favour of **HSCC (INDIA) Limited** from any nationalized bank/ scheduled bank payable at **NOIDA / DELHI**. The applicant may collect the documents in person with authorization letter or on request, HSCC will promptly dispatch the documents by courier on payment of an extra amount of **Rs. 200/-** over & above the said document fee of **Rs. 500/-**, but under no circumstances HSCC will be held responsible for late delivery or loss of the documents so mailed. The applicants may see the tender documents during the sale period as referred above at HSCC Corporate office, Noida prior to purchasing. Bidder may apply for one or for both the above works.
3. Tender complete in all respect must be submitted in sealed envelopes, which must be either delivered by hand or by registered mail to **HSCC corporate office** at the above address /elsewhere mentioned in the document so as to reach not later than **14.00 hours** on **05.05.2009** Technical bid shall be opened on **05.05.2009 at 14.30 hours**.
4. LRSI/ HSCC reserves the right to Accept or Reject any/all bids without assigning any reason.
5. Tender document is available for viewing on HSCC web site at www.hsccltd.co.in. **The prospective bidders are also requested to visit the HSCC web site hsccltd@nda.vsnl.net.in regularly for viewing any further Announcement / Clarifications / Addendum / Corrigendum / Notice etc.**

**Director,
LRSI, New Delhi.**

SECTION-I
INSTRUCTION TO BIDDERS (ITB)

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

IFB Reference: **HSCC/103/PG-III/09/2009 Dated 02.04.2009.**

1. THE BIDDING DOCUMENTS

CONTENT OF BIDDING DOCUMENTS:

1.1 The Goods required, bidding procedures and tender & a contract term are prescribed in this Bidding Document and includes (i) IFB, (ii) Section I (ITB), (iii) Section II (GCC), (iv) Section III (SCC), (v) Section IV Formats for Consignee receipt / acceptance certificate, Bid Form, Performance Statement Proforma and Manufacturer's Authorisation Form (vi) Section V BOQ / Description & Technical Specifications of stores.

1.2 The Bidders are expected to examine all instructions, terms, specifications etc. in the Bidding Documents. Failure to furnish information required by Bidding Documents or submission of a Bid not in compliance to the Bidding Documents will be at the Bidder's risk and may result in rejection of its Bid.

1.3 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and HSCC, hereinafter referred to as "The Purchaser" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. CLARIFICATION IN BIDDING DOCUMENTS:

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 7 days prior to the deadline for the submission of Bids prescribed by the Purchaser. Written copies of the Purchaser's response (including and explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Document.

3. AMENDMENT OF BIDDING DOCUMENTS :

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

3.2 The amendment will be notified in writing or by Fax or cable to all prospective Bidders who have received the Bidding Documents and will be binding on them.

3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extend the deadline for the submission of Bids.

4. **LANGUAGE OF BID :**

4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the purchaser, shall be written in the English language.

5. **DOCUMENTS COMPRISING THE BID :**

The two part Bid, that is, Techno-commercial bid and price bid prepared by the Bidder shall comprise the following:

a) Techno-commercial Bid (unpriced bid) : This should interalia include the following:

- i) Bid security furnished in accordance with Clause 9.
- ii) Detailed technical specifications of items quoted and if applicable, along with Catalogue / Literature fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices).
- iii) Statement of Deviations parameter-wise from Tendered Commercial conditions, if any
- iv) Statement of Deviations parameter-wise from tendered Technical specifications if any ;
- v) Authority Letter from manufacturer in case Bid is submitted by Agents;
- vi) Bidders to indicate Name and Address, Account No., RTGS No. etc of their Bankers; and
- vii) Current ITCC and balance sheet in original or a Photostat copy thereof duly authenticated;
- viii) Documentary evidence established in accordance with Clause 7 that the Bidder is qualified to perform the contract if its Bid is accepted.

- ix) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents;
- b) Price Bid: The information given at Sr. No. 5 (a) (ii) above should be reproduced but with prices indicated and also as per the BOQ enclosed at Section - V. The prices shall be all inclusive bid prices as per description given at Clause No. 6.

6. **BID PRICE :-**

- 6.1 (a) The bidder should quote their Prices / Rates for each items mentioned in the respective Line Items mentioned in the BOQ / Technical Specifications enclosed at Section – V of this document. The Price Prices / Rates quoted against each items mentioned in the respective Line Items shall includes freight & insurance upto destination, transit insurance, Toll Tax, packing & forwarding, CVAT / VAT, Octroi Duty, Royalties and all other Taxes & Duties, Inspection etc. against each Line Item. The bid Prices / Rates quoted shall also includes cost of inspection, installation, testing and commissioning with all the men and material required for the same and including charges for two year warranty service. Charges for 3 years Annual Maintenance Contract (AMC) with spares (i.e Comprehensive Maintenance Contract (CMC) after completion of two year warranty needs also to be quoted as per the Format enclosed. The prices / rates should be on **F.O.R., site/consignee/ destination** for the above and inclusive of all charges as applicable stated herein above. No other charges in addition will be payable on any account over and above the price quoted. The prices should be given both in figures and words. Offers with price variation clause will not be accepted, the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” or “packing forwarding extra” will render the bid liable for rejection.
- 6.1 (b) **Offer for Import Origin Goods**
DELETED.
- 6.1 (c) **DELETED.**
- 6.2 The purchaser will evaluate Bids based on bid prices / rates along with 3 years CMC Price quoted for every individual item.
- 6.3 The **bid prices / rates quoted and charges for 3 years AMC with spares as required for the purpose of evaluation only** and the payment to prospective suppliers will not include payment of AMC charges at the time of payment for delivery/receipt of goods. The quantum of 3 years AMC charges with spares (CMC) should be clearly indicated in the break up lump sum price as per the

format enclosed and this is payable at the end of 1st year, 2nd year & 3rd year of CMC period respectively.

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder's qualifications to perform the contract if its Bid is accepted.

7.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- a) **DELETED.**
- b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualifying criteria to satisfactorily perform the contract;
- c) The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

8. **DOCUMENT ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.

8.2 The documentary evidence of the Goods' and Services' conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:

- a) a detailed description of the Goods essential technical and performance characteristics:
- b) a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

8.3 For purpose of the commentary to be furnished pursuant to clause 8.2(b) above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or equipment, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

9. **BID SECURITY**

9.1 The Bidder shall furnish, as part of its Bid, Security as indicated in Invitation for Bids (IFB) in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB.

9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.

9.3 The Bid Security shall be in the form of a crossed Account Payee demand draft drawn in favour of M/s HSCC (India) Limited, payable at Noida from a nationalised or scheduled bank.

9.4 Any Bid not secured in accordance with paras 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the techno-commercial & price bid will be treated as invalid.

9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by, clause 10.

9.6 The successful Bidder's Bid Security will be discharged upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.

9.7 The Bid Security may be forfeited:

- a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or
- b) in the case of a successful Bidder, if the Bidder fails :
 - i) to sign the contract in accordance with Clause 23 ;
 - ii) to furnish Performance Security in accordance with Clause 24.
 - iii) if the bidder does not accept an error correction pursuant to clause 17.2

9.8 No interest will be payable by the Purchaser on the Bid Security.

10. **PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bids shall remain valid for **90 days** after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive
- 10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

A bidder granting the request will not be required nor permitted to modify its bid.

11. **PREPARATION AND SIGNING OF BID:**

- 11.1 The Bidder shall prepare single stage Two part bids, i.e. Techno Commercial Bid (unpriced) in duplicate and Price Bid in duplicate clearly marked as 'original' and 'copy' in addition shall enclose bid security in a separate sealed third envelope.
- 11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised to bind the Bidder to the contract. The later authorisation shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for unamended printed literature, shall be initialled and stamped by the person or persons signing the Bid.
- 11.3 The Bid shall contain no inter-lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

12. **SUBMISSION OF BIDS**

12.1 **SEALING AND MARKING OF BIDS:**

The Bidders shall seal the Bid in an inner and an outer envelope duly marking the envelopes, separately as Techno-commercial Bid (unpriced), Price Bid and bid security and all these three envelopes enclosed in another sealed envelope duly marked.

- 12.2 The inner and outer envelopes shall be:

- (a) Addressed to **General Manager (PG-III)**, HSCC (India) Ltd., Plot No. E-6 (A), Sector - I, Noida – 201301 as indicated in IFB:

(b) bear (the Project name), the Press Tender Notice reference, and the words "DO NOT OPEN BEFORE....."

12.3 The inner envelope shall indicate the name and address of the Bidder.

12.4 If the outer envelopes is not sealed and marked as required in Para 12.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

13. **DEADLINE FOR SUBMISSION OF BIDS i.e. TECHNOCOMMERCIAL BID (UNPRICED) AND PRICE BID INCLUDING BID SECURITY**

13.1 As indicated in the IFB.

13.1 Bids sent by post should be preferably sent by Registered Post with

Acknowledgement Due, if any, Bidder desires to deliver the Bid by hand, such Bid should be put in the Tender (Bid) Box by the specified date and time. Tender (Bid) Box is available in the HSCC office at the mentioned address.

Bids must be received by the Purchaser at the address specified on the date and time as mentioned in the "Press Tender Notice". Bids will be opened in the presence of Bidders' representatives who choose to attend. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. **LATE BIDS & MODIFICATIONS/WITHDRAWAL OF BIDS**

14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause 13 will be rejected.

14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

14.4 No bid may be modified subsequent to the deadline for submission of bids.

- 14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7.

15. **OPENING OF BIDS BY PURCHASER:**

- 15.1 The Purchaser will open the Techno-commercial bid only, in the presence of Bidder's representatives who choose to attend, in the HSCC office, on the due date and time as mentioned in the IFB. The Bidder's representatives who are present shall, sign a register evidencing their attendance. **The Bidders' representatives shall furnish letter of Authority from their principals / Manufacturer firm to attend the Bid opening.**
- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially suitable and comply with the Bid Documents will only be opened on a date to be intimated later to these bidders.
- 15.4 Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.
- 15.5 Non submission of bid security by any bidder will render the bidder invalid and such bidder's bid will not be opened.

16. **CLARIFICATION OF BIDS:**

- 16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid.
- 16.2 Clarifications sought & reply received to be all in writing, no change in price or substance of Bid permitted.

17. **PRELIMINARY EXAMINATION:**

- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.

- 17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected (unless in the opinion of the purchaser there is an obvious error in the unit rate, in which case the total price against item would prevail and unit rate shall be corrected accordingly). If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.
- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6) Warranty (GCC Clause 26). Force Majeure (GCC Clause 17). Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 17.5 In normal circumstances if a bid is not substantially responsive, it will be rejected by the purchaser.

18. **EVALUATION AND COMPARISON OF BIDS:**

- 18.1 The Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation.

19. **CONTACTING THE PURCHASER:**

- 19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.
- 19.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

20. **AWARD OF CONTRACT**

20.1 **AWARD CRITERIA:**

Subject to Clause 22, the Purchaser will award the contract with the successful Bidder whose Bid has been determined to be techno commercially acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. **PURCHASER'S RIGHT TO VARY QUANTITIES**

21.1 The quantities indicated in the schedule of requirements / BOQ of Technical Specifications are indicative only..

22. **PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

22.1 The Purchaser reserves the right to accept or reject any Bid and annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.

23. **NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:**

23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder by registered post/fax that its Bid has been accepted by enclosing detailed order copy in duplicate. This will constitute the formation of the contract and date of the contract shall be the date of each notification.

23.2 Upon the successful Bidder's returning back one copy of the order within 7 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9, and also discharge bid security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

24.1 Within 15 days of the date of notification under Clause 23.1 the successful Bidder shall furnish the Performance Security/Security Deposit for 5% of the contract price in the form of Crossed Account Payee Demand Draft drawn in favour of HSCC (I) Ltd. payable at Noida or New Delhi from a Nationalised / Scheduled Bank.

24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest Bidder or call for new Bids.

25. **LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Bid is accepted by the Purchaser.

SECTION –II
GENERAL CONDITION OF CONTRACT (GCC)

SECTION II GENERAL CONDITIONS OF CONTRACT (G.C.C.)

1. DEFINITIONS:

1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated.

- (a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).
- (b) "The Contract Price/All inclusive Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
- (e) "The Purchaser" means the organisation purchasing the Goods i.e., HSCC (I) Ltd. for & on behalf of the **Director, LRSI, Govt. of India, Sri Aurobindo Marg (Near Qutub Minar), New Delhi – 110 130.**
- (f) "The Supplier" means the individual or firm supplying the Goods and services under this contract;
- (g) "Consignee" means where the Goods are required to be delivered at the destination ie. Consignees as designated by **Director, LRSI, Govt. of India, Sri Aurobindo Marg (Near Qutub Minar), New Delhi – 110 130.**

2. APPLICATION:

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

3. **STANDARDS:**

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

4. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

5. **PATENT RIGHTS:**

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

6. **CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):**

- 6.1 Within 7 days after the Supplier's receipt of award notification and order copies of the contract, the Supplier shall furnish performance Security to the Purchaser in the amount specified (IFB) in the document.
- 6.2 The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the expiry of the period stated in clause 6.3.

- 6.3 The Performance Security unless deposited under GCC clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the suppliers performance obligations, including the warranty obligations under the contract.

7. **INSPECTION & TESTS**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.
- 7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier (s) at point of deliver and/or at the Goods' final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' delivery to the Consignee shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.
- 7.5 Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

8. **PACKING:**

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods' final destination and absence of heavy handling facilities at all points in transit.

8.2 The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

- (a) a packaging note quoting the name of the purchaser
- (b) the number and date of order
- (c) nomenclature of the goods
- (d) schedule of parts for each complete equipment giving part number with reference to assembly

8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods due to faulty protective & insecure packing and shall arrange for prompt replacement.

9. **DELIVERY:**

9.1 Delivery of the Goods shall be made by the Supplier within 2-4 **weeks** from the date of placement of Award of Contract and installation, testing and commissioning to be done, wherever applicable, within 7 days thereafter. In case manual, spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer manual, spare parts and tools for delivery along with the main Goods only and not before.

10. **INSURANCE:**

10.1 The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery at site.

10.2 For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" (final destination) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the suppliers risk until delivery to site.

11. **TRANSPORTATION:**

To be arranged by the supplier up to consignee duly insured.

12. **PAYMENT:**

To be read in conjunction with clause 6.0 of ITB.

12.1 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the Goods delivered and Services performed and by shipping documents, such Goods to be duly certified and wherever applicable supported with documentary evidence in support there of Satisfactory installation duly certified by authorised personnel of HSCC authorities shall accompany for release of balance payment.

12.2 **FOR INDIGENOUS GOODS:**

- i) 80% (Eighty Per Cent) of the invoice value will be made within 15 days of documentary proof of receipt of the invoiced goods/stores duly certified in the delivery challan by the consignee/HSCC officials, alongwith necessary documents like consignee acceptance certificate, transport, transit insurance etc.
- ii) Balance 20% (Twenty Per Cent) payment, subjected to clause 6.1 (c) of ITB, will be released within 15 days upon receipt of Installation and Commissioning Certificate from consignee/HSCC official.

12.3 **FOR IMPORT ORIGIN GOODS:**

DELETED

12.4 The stores should be despatched only after ensuring prudent inspection carried out from ISO certified Agencies/LLOYDS/SGS etc. and proof of such documents submitted. If the supplier manufacturer firm is its self an ISO certified firm then their own QC (Quality Control) certificate is valid.

12.5 HSCC reserve its rights to opt either for above clause (12.4) or to opt for clause (27).

13. **PRICES:**

13.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.

13.2 **DELETED**

14. **DELAYS IN THE SUPPLIER'S PERFORMANCE:**

- 14.1 The time and the date specified in the Contract for the delivery of the Goods shall be deemed to be the essence of the Contract.
- 14.2 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 14.3 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.
- 14.4 If at any time during performance of the Contract, the Supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.

15. **LIQUIDATED DAMAGES:**

- 15.1 Subject to Force Majeure, if the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract the Purchaser shall, without prejudice to its other remedies under the Contract or extended under clause 14.3, the purchaser shall without prejudice to its other remedies under the contract deduct from the Contract price, as Liquidated Damages, a sum equivalent to 0.5% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the delayed goods or services contract Price. Once the maximum is reached, the Purchaser may consider termination of contract.

16. **TERMINATION FOR DEFAULT:**

- 16.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.
 - (a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.

16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

17. **FORCE MAJEURE:**

17.1 Notwithstanding the provisions of Clauses 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause and clauses 14.3, 15.1 & 17.3 "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or sovereign or contractual capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. **TERMINATION FOR INSOLVENCY:**

18.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. **TERMINATION FOR CONVENIENCE:**

19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

19.2 The goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For remaining Goods the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the reminder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20. **RESOLUTION OF DISPUTE**

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

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred for resolution to the Indian Arbitration by Indian Council of Arbitration in accordance with the Arbitration & Reconciliation Act 1996 with latest amendments if any.

20.3 Venue of Arbitration shall be at New Delhi.

21. **GOVERNING LANGUAGE:**

21.1 The Contract shall be written in the language of the Bid (English Language) as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

22. **APPLICABLE LAW :**

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

23. **NOTICES :**

23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by FAX or cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

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

24. **TAXES AND DUTIES :**

24.1 Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted Goods to the Purchaser.

25. **The bid Security of successful bidders will be released after receipt of contract performance security and contract formation under clause of 23.1 of ITB.**

26. **WARRANTY:**

26.1 The supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials unless otherwise provided in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevalent in India.

26.2 This warranty shall remain valid (subject to clause 26.4) for 30 months from date of delivery or 24 months after the Goods have been satisfactorily installed & commissioned as duly certified by the appropriate authority, whichever is earlier.

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

26.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The Supplier shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter. The warranty period will stand extended accordingly.

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

26.6 The Purchaser reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.

26.7 Nothing in this clause 26 shall affect the Purchaser's other rights under the Contract or in Law.

27. **INSPECTION & TEST PROCEDURES :-**

The Stores will be inspected at HSCC's sole discretion before packing at the manufacturer's premises and on receipt at site by HSCC/Consignee nominated representatives. The decision of HSCC (I) Ltd. in the matter of acceptability of the stores will be final and binding. In case HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at New Delhi or at site at no extra cost.

28. **SUPPLY, INSTALLATION AND COMMISSIONING AND WARRANTY SERVICING :**

The Supply, Installation and Commissioning of the equipment & trial run have to be done at site by the supplier/or his authorised agent. No additional charges for installation and commissioning will be paid. The Supplier and Indian agent shall be liable for this service for goods of import origin.

29. **TRAINING :**

Free demonstration, operational and maintenance training will have to be provided at the site of installation to the assigned personnel, during trial period.

30. **MANUALS :**

The Supplier has to provide **three set of** operation manuals and maintenance manuals along with each equipment to each consignee and one set of operation on & maintenance manual is to be provided to purchaser while clearing 80% payment.. The maintenance manual should give details up to component level and the faultfinding procedure with detailed illustrations.

31. **JURISDICTION :**

All disputes arising out of the contract shall (subject to clause 20) be subject to the jurisdiction of the appropriate court at Delhi only.

Special Note: (Forming part of SCC).

- i) HSCC is not bound to accept the lowest tender or any tender or to assign any reasons for non-acceptance.
- ii) HSCC reserves right of selection of equipment without restrictions to price factor alone.

SECTION-III
SPECIAL CONDITION OF CONTRACT (SCC)

SECTION III

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever, there is a conflict, the provisions herein shall prevail over the General Conditions of Contract.

1. The Performance Security unless deposited under GCC Clause 6.2 will be discharged by the purchaser not later 30 days following the date of completion of the supplier's performance obligations, including the Warranty obligations under the contract.
2. Insurance: For delivery of goods at site, the insurance including transit insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the Supplier's risk until delivery to site.
3. **Minimum Qualification Criteria**
 - A. Qualifying Minimum Requirements (For Equipments):
(To be supported with documentary evidence)
 - i) Bidder should be a regular manufacturer or an authorised agent / Indian Subsidiary for the type of stores offered. Agent shall furnish legally enforceable authorisation (Manufacturers' Authorization Form at Section – IV) on the prescribed format assuring full guarantee and warranty obligations as per GCC & SCC for the goods offered.
 - ii) Bidder should have executed satisfactorily similar goods of the type specified in the schedule of requirements to the extent of at least 50% of the quantity specified against each item, in any one of the last five calendar years.

Notwithstanding anything stated above, the purchaser reserves the right to access the capability and capacity of bidder to perform the contract.
 - iii) The bidder should submit balance sheet for the last 3 years to enable the purchaser to access whether the bidder is a profit making concern.
4. Five years Performance Statement: Bidders should give performance statement of orders for similar item satisfactorily executed to sizeable value both in quantity & cost in comparison to the item offered in the price bid based on cost of the equipment with 2 years warrantee + 3 years of CMC.
5. **Bid Form: To be submitted by all bidders as per format enclosed.**

6. In respect of equipment, the charges for 3 years AMC with spares (Comprehensive Maintenance Contract) (after initial 2 years warranty period) should be indicated separately & this will be included in the all inclusive lump sum price for purpose of evaluation of bids.
7. **Miscellaneous:**
 - a) While quoting for the item, all components and quantities specified in the item must be quoted. The purchaser will evaluate bid on an individual line item basis.
 - b) **Bidder in their own interest can quote for items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the commissioning or acceptance or otherwise of the equipment of the bidder will be a doubtful proposition.**
8. Bidders are to inspect the site premises and the proposed place of installation of equipment and certify their satisfaction that the proposed site is suitable and compatible for the installation of the offered unit. Bidder may take up with consignee for their site visit.
9. Bidders are to ascertain normal power supply fluctuation range and to certify that it is compatible with the offered unit of equipment. A guarantee to such effect should be offered by each bidder along with details of electrical appliances proposed to be deployed for taking care of such fluctuation.
10. Besides must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilisers, U.P.S. etc. required for successful installation testing and commissioning of the system and the “All inclusive price” should include all such costs, each item is to be considered a package in itself and suppliers to execute the order package on a “turn key basis”.

SECTION-IV

FORMATS

Proforma for Performance State (for a period of last five years)

Name of Item offered _____ Date of Opening _____ Time _____ Hours _____

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of Goods ordered | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery if any | Has the stores been satisfactorily supplied? (Attach a certificate from the Purchaser\Consignee) |
|---|-----------------------|--|-------------------|--------------------------------------|------------------|--|--|
| | | | | as per contract | as per actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____

Note: This form will be considered complete only if duly filled and supported with proof of order copies, Performance Certificates from client and other relevant details enclosed with this form and same shall be applicable for assessing single order execution criteria as per SCC clause 4 of this document.

CONSIGNEE RECEIPT / ACCEPTANCE CERTIFICATE

(To be given by consignee's authorised representatives)

The following stores have been received in good condition & Satisfactorily Installed:

1. Name of item supplied :
2. HSCC P.O. ref. dated :
3. Name of Supplier/ Manufacturer :
4. No. of Units supplied :
5. Place of destination :
6. Name and address of consignee
Along with Tel. No. & Fax No. :
7. Date of Receipt by Consignee :
8. Date of Satisfactory Installation. :
9. Signature of Authorized Representative
of Consignee with date :
10. Name & Designation of the authorized
Representative :
11. Seal of consignee :

Date:

Place:

(Authorised Representative)/ Consignee

MANUFACTURERS' AUTHORIZATION FORM

NO. _____ dated _____.

TO

Dear Sir,

IFB NO. _____.

We _____ who are established and reputable manufacturers of _____ having factories at _____ (address of factory) do hereby authorise M/s. _____ (name and address of Agent) to submit a bid, and sign the contract with you against the above IFB.

No company or firm or individual other than M/s _____ are authorised to bid, and conclude the contract in regard to this business against this specific IFB.*

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for the goods and services offered by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

* This Para should be deleted in simple items where manufacturers sell the product through different stockists.

SECTION-V

**BOQ
(BILL OF QUANTITY)
&
TECHNICAL SPECIFICATIONS**