

TECHNOLOGY UPGRADATION

**INVITATION FOR BIDS
FOR**

**SUPPLY OF SERVER THROUGH BUYBACK OF OLD COMPUTER
HARDWARE**

&

2KV ONLINE UPS

&

SERVER OPERATING SYSTEM LICENSES

&

NETWORK SWITCHES

&

NOTEBOOK PCS THROUGH BUYBACK OF OLD DESKTOPS

&

**LASERJET PRINTERS THROUGH BUYBACK OF OLD LASERJET
PRINTERS**

&

ALL-IN-ONE PRINTERS

FOR

HSCC (INDIA) LIMITED

AT

E-6A SECTOR-1,

NOIDA

THROUGH

E-PROCUREMENT ONLY

TENDER DOCUMENT

Tender No.: HSCC/IT/08/75 dated 13.08.2008

Date: 13.08.2008

INVITATION FOR BID THROUGH E-PROCUREMENT

To,

(Prospective Bidder).....
.....
.....

Our Ref.: HSCC/IT/08/75 dated 13.08.2008

SUBJECT: Invitation of Bids for supply of Server through buyback of old computer hardware, Server Licenses, 2KVA online UPS, Network switches, Notebook PCs through buyback of old PIII desktops, All-in-one Printer and LaserJet Printers through buyback of old LaserJet Printers for HSCC(I) Ltd. at E(6)-A, Sector-1, Noida.

Sir

1. Enclosed please find Bid Document for procurement of the subject items.
2. All the Line Items shall be evaluated separately and order/s placed accordingly.
3. The date for the Bid receipt and opening & all the Amendments/Corrigendum's will be as displayed on the HSCC's E-Procurement Portal which is <http://www.tenderwizard.com/HSCC>.

Executive Director (Proc & PG-I)

Encl: As above

CONTENTS OF BID DOCUMENT

Item	Topic
Annexure – I	Technical Specifications
Annexure – II	Special Terms & Conditions
Annexure – III	General conditions of Purchase

Annexure-I

Line Item 1 : Supply of one no. HP Server under buyback of following old Computer Hardware as and where basis:

11 nos. Compaq/HCL PII desktops with 15"/17" Monitor & Keyboard, 13 nos. HP LaserJet and DeskJet Printers, 18 nos. 500/600 VA UPSs (TPS/Uniline/Nexus), 9 nos. cabinets (containing only Power supply and Floppy drive) of PIV desktops, 1 no. HP 750C Plotter and 2 nos. Laptops (Compaq and Wipro) as and where basis.

Quantity : One no.

TECHNICAL SPECIFICATIONS:

1	Server Model	HP Server Model with below specification
2	Processor type	Quad-Core Intel Xeon Processor E5430 (2.66 GHz, 80 Watts, 1333 FSB)
3	Number of processors	2 processors
4	Processor upgrade	Upgradeable to 2 processors
5	Processor core available	Dual core & Quad core
6	System bus	1333 MHz Front Side Bus
7	Internal cache	12 MB (2 x 6 MB) Level 2 cache
8	Standard memory	16 GB FBD PC2-5300
9	Maximum memory	Upgradable upto 64 GB
10	Memory type	PC2-5300 Fully Buffered DIMMs (DDR2-667) running at 667 MHz with 4:1 interleaving
11	Memory slots	1 x 8 slots per memory card [Max up to 2 memory cards]
12	Internal hard disk drive	[5 x 146GB] HP 3G SAS 10K SFF SP HDD
13	Hard disk controller	HP Smart Array P400/256MB Controller (RAID 0/1/1+0/5)
14	Internal drive bays	16, requires second drive cage and controller
15	Optical drives	DVD+/-RW SuperMulti with Double Layer Fixed
16	Chassis type	5U Tower
17	Chipset	Intel® 5000P
18	Network interface	Two embedded NC373i Multifunction Gigabit Network Adapters with TCP/IP Offload Engine, including support for Accelerated iSCSI through an optional Licensing Kit
19	External I/O ports	Serial - 1 (2nd serial and parallel port available via option Kit); Pointing Device (Mouse) - 1; VGA - 1 (+1 front VGA on rack models); Keyboard - 1; Network RJ-45 - 2; iLO2 remote management port - 1; USB 2.0 – 5 (2 on the rear, 2 on the front, 1 internal); Dedicated USB 2.0 Port - 1 (available for DAT USB tape connectivity)
20	Expansion slots	Nine (9) total expansion slots; Eight (8) available: (6) PCI-Express x4 and (2) PCI-X 64-Bit/133MHz
21	Power supply type	800 Watt-CE Mark Compliant Hot Plug Power Supply (1000 Watt high line)
22	Additional Power Supply	Hot Plug Redundant Power Supply

23	Additional Fan	Hot Plug Redundant Fan
24	Power requirements	90 - 132 VAC, 180 - 264 VAC at 47 to 63 Hz
25	Compatible operating systems	Microsoft® Windows® Server 2000; Microsoft® Windows® Server 2003; Microsoft® Windows® Small Business Server 2003, R2; Microsoft® Windows® Server 2008; Novell NetWare; SCO OpenServer and OpenUNIX; Red Hat Enterprise Linux; SUSE Linux Enterprise Server; VMware Virtualization Software
26	Compliance industry standards	ACPI 1.0b Compliant ; PCI 2.2 Compliant ; WOL Support ; Microsoft® Logo certifications; PXE Support
27	Security management	Power-on password; Keyboard password; Diskette drive control; Diskette boot control; Quick Lock, Network Server Mode; Parallel and serial interface control; Administrator's password; Disk configuration lock
28	Serviceability	Tool-less access to all system components for easy in-rack serviceability
29	Manageability features	HP Systems Insight Manager; Smart Start; Management Agent; Redundant ROM; Remote Flash ROM; ROM-Based Setup Utility (RBSU); Integrated Management Log; Automatic Server Recovery (ASR); Dynamic Sector Repairing (with Smart Array controller); Drive Parameter Tracking (with Smart Array controller); Hot Spare Boot; Pre-Failure Warranty (covers processors, SCSI hard drives and memory)
30	Warranty	Three years onsite comprehensive maintenance including labour & parts shall be provided through HP Warranty/Care Packs/Support Packs

Note: Bidder must quote the Buyback value of the old computer hardware. Evaluation will be based on Net Value (Price quoted for Server – Buyback value of old computer hardware). Bidder can see the condition of old hardware at HSCC's office at Noida.

Line Item 2 : Online UPS

Quantity: One no.

Specification:

APC/Libert make - 2 KVA Online UPS with one hour battery backup on full load with SMF Battery & covered Battery Rack

Warranty – Three Years on UPS and one year on Battery

Bidder should specify following details:

- The model of the 2 KVA online UPS
- Number of SMF batteries with their AH to be used.
- SMF Batteries (Exide/Rocket/Okaya make) to be used.

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Line Item-3 : Microsoft Windows 2008 Server Enterprise version with Client Licenses.

Line Item -3A :

Microsoft Windows 2008 Server Enterprise version License with one set of Media Kit Qty – 1 no.

Line Item-3B :

Client Licenses for Microsfot Windows 2008 Server Enterprise version Qty – 100 nos.

Note:-For Line Item no-3, all line item nos. 3A & 3B must be quoted. Evaluation of Line Item no. 3 will be based on total amount quoted for Line Items 3A & 3B.

Line Item 4:

D-Link make 24 Port (10/100) unmanaged Network Switch Qty – 3 nos.

Line Item 5 : Supply of 23 nos. Notebook PCs under buyback of old Compaq PIII Desktops (23 nos.) with 15"/17" Monitor, Keyboard and Mouse as and where basis.

Quantity : 23(Twenty Three) nos.

TECHNICAL SPECIFICATIONS:

Sl. No.	Features	Qualifying Minimum Requirements
1	Make	HP
2	Model	HP Business Notebook PC (Laptop) Model with below specification
3	Operating System	Windows XP Professional / Genuine Windows Vista® Business
4	Processor type	Intel® Core™2 Duo Processor 8100 2.1 GHz, 3 MB L2 cache, 800 MHZ FSB
5	Memory	1 x 2048 MB DDR2
6	Memory slots	2 SODIMM slots supporting dual channel memory

7	Memory upgrade	Upgradeable to 4096 MB maximum
8	Chipset	Mobile™ Intel® 965GM Express Chipset
9	Internal hard disk drive	Minimum 160 GB
10	Hard disk drive speed	5400 rpm
11	Optical Drive	DVD+/-RW Super Multi with double layer fixed
12	Weight	Starting at 2.27 kg
13	Dimensions (W x D x H)	33.1 x 24.3 x 3.4 (at front) cm
14	Wireless Technologies	Intel® Wireless LAN 802.11a/b/g mini-pci card, Bluetooth 2.0+
15	External I/O ports	4 USB 2.0 ports, VGA, Stereo Microphone in, Stereo Handphone/line out, Firewire(1394a), Power connector, RJ11, RJ-45, S-video TV out
16	Network Interface	Integrated Broadcom Netlink Gigabit Ethernet(10/100/1000 NIC)
17	Expansion slots	1 type I/II PC card slot supports 32 bit cardbus and 16 bit cards, media card reader
18	Display size	14.1" diagonal
19	Software included	HP Backup and Recovery Manager, HP Help and Support Center, HP QuickLook (Windows Vista® only), HP OpenView Radia Management Agent, HP Universal Print Driver, HP Protect Tools Security Manager, HP Quick Launch Buttons, HP Wireless Assistant, Roxio Creator 9 (for optional DVD+/-RW and DVD/CDRW drives), Synaptics Touchpad Driver, Intervideo WinDVD, Java Card Security for HP ProtectTools
20	Graphic card 01	Intel® Graphics Media Accelerator X3100
21	Graphic subsystem video card memory 01	Up to 384-MB shared system memory
22	Keyboard	Full-sized keyboard
23	Pointing device	Touchpad with scroll zone
24	Warranty	3 years onsite comprehensive maintenance including parts and labour shall be provided through HP Warranty/Care Packs/Support Packs from the date of final inspection. One year on Battery.
25	Power features	6-cell (47 WHr) Lithium-Ion battery
26	Power requirements	External 90W HP Smart AC adapter, HP Fast Charge Technology
27	Security Management	HP Protect Tolls, TPM Embedded Security Chip 1.2, HP, Symantec Norton Internet Security, Kingston cable lock for Notebook PC.
28	Speakers	High Definition Audio support w/24 bit DAC, Integrated stereo speakers, Integrated microphone, Touch-sensitive controls for volume up, volume down and mute

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Note: Bidder must quote the Buyback value of the old desktops, Evaluation will be based on Net Value (Price quoted for 23 nos. Notebook PCs – Buyback value of 23 nos. old PIII desktops). Bidder can see the condition of old desktops at HSCC's office at Noida.

Line Item 6 : Supply of 13 nos. HP LaserJet P1008 Printers under buyback of old 8 nos. HP 6L LaserJet Printers.

Quantity: 13(Thirteen) Nos.

HP LaserJet P1008 Printer with all accessories and three years onsite comprehensive warranty through HP Carepacks/Support packs/HP Warranty.

Note: Bidder must quote the Buyback value of the old printers, Evaluation will be based on Net Value (Price quoted for 13 nos. Printers – Buyback value of 8 nos. old printers). Bidder can see the condition of old printers at HSCC's office at Noida.

Line Item 7 : Supply of LaserJet Printers (2 nos.) and All-in-one Printer(1 no.).

Line Item 7A : Supply of 2 nos. HP LaserJet P2015dn Printers.

Quantity: 2(Two) nos.

HP LaserJet P2015dn Printers (Network enabled) with all accessories and three years onsite comprehensive warranty through HP Carepacks/Support packs/HP Warranty.

Line Item 7B : Supply of 1 no. HP OfficeJet J5508 All-in-one Fax, Scanner, Copier, Printer

Quantity: 1(One) no.

HP OfficeJet J5508 All-in-one Fax, Scanner, Copier, Printer with all accessories and three years onsite comprehensive warranty through HP Carepack/Support pack/HP Warranty.

Note : For Line Item 7, both line item nos. 7A & 7B must be quoted. Evaluation of Line Item no. 7 shall be based on total amount quoted for Line Items 7A & 7B.

Annexure - II

Special Terms & Conditions:

This order shall be governed by the following terms & conditions:

1. Price : Price shall be inclusive of all statutory taxes, duties, levies, charges upto Supply and Installation. Prices shall be firm. No escalation on any account whatsoever shall be payable.

2. Delivery address : Manager(Systems),
HSCC(I) Ltd., E(6)-A, Sector-1,
Noida - 201 301.

3. BID SECURITY : Rs.40,000/-(Rupees Forty Thousand only) payable in favour of "HSCC India Ltd." by Demand Draft of any Nationalised Bank/Scheduled Bank payable at New Delhi/Noida.
Bid Security should be submitted by bidder at HSCC's office at Noida before the scheduled date and time of bid opening. Without submission of Bid security, bid shall not be considered.

4. Excise, Sales Tax & Octroi /Entry Tax : Inclusive.

5. Delivery Time : For Line Item No. 1, 3 & 5.

4 (Four) Weeks from the date of issue of Purchase order.

For Line Item No. 2, 4, 6 & 7

2(Two) Weeks.

6. Liquidated damages : Liquidated damages @Two(2)% per week on order value of delayed items subject to a maximum of 10% of the order value of delayed items shall be levied if the entire supply is not completed within the time given above. Once the maximum of 10% is reached, the Purchase order for that portion will be cancelled and the earnest money (EMD) forfeited.

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7. Warranty period : For Line Item No. 1, 5, 6 & 7 -

Three years onsite comprehensive maintenance including labour & parts shall be provided through HP Warranty/Care Packs/Support Packs from the date of final inspection/demonstration.

For Line Item no. 2 –

Three years onsite comprehensive maintenance warranty including labour & parts shall be provided from the date of final installation/demonstration on UPS and one year on Batteries.

For Line Item no. 3 –

As per Microsoft standard warranty terms.

For Line Item No. 4 -

One Year standard warranty on Network Switch.

8. Payment Terms : For Line Item No. 1, 5, 6 & 7 -

100% payment will be released on delivery & successfully installation of the item and submission of the HP Care Packs/Support Packs/HP Warranty Proof within two weeks of receipt of the Bill.

For Line Item No. 2 :

100% payment will be released on delivery and successfully installation of the UPS.

For Line Item no. 3 :

100% payment will be released on delivery and successfully installation of the Software at site within two weeks of receipt of the bill.

For Line Item No. 4

100% payment will be released on delivery and successfully demonstration of Network Switch within two weeks of receipt of the bill.

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9. Performance

Bank Guarantee : For Line Item No. 1, 2, 5, 6 & 7 only -

5% (Five Percent) of the order value in form of Bank guarantee/Demand Draft in favour of HSCC (India) Limited issued by any Nationalised/scheduled bank (bank Guarantee as per HSCC's format) on placement of order and valid for 3 years from the date of last supply. This performance security shall be submitted within 7 days of issue of purchase order.

10. TDS : Tax shall be deducted at source as applicable.

11. HP Model : In case at the time of delivery of items, any quoted HP model is outdated and new upgraded model comes in the market then vendor shall supply the latest upgraded model without any extra charges.

Please note that the above Special Terms and conditions overrule the relevant provisions in the General Conditions of Purchase mentioned in Annexure-III

GENERAL CONDITIONS OF PURCHASE

DEFINITIONS

1.1 In this Purchase Order, the following terms shall be interpreted as indicated.

- (a) "Purchase Order" means the letter of award issued by Hospital Services Consultancy Corporation (India) Ltd. [hereinafter referred to as HSCC] to the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Prices" mean the price payable to the supplier under the Purchase Order for the full and proper performance of the contractual obligations;
- (c) "The Goods" means all of the equipment, machinery, and /or other materials which the Supplier is required to supply to HSCC under the order;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
- (e) "The Supplier" means the individual or firm supplying the Goods and services under the Purchase Order;
- (g) "Delivery Address" means where the Goods are required to be delivered at the destination.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of Annexure-II.

3. SPECIFICATIONS

3.1 The Goods supplied under this Purchase Order shall conform to the specifications mentioned in the Technical Specifications, and, when no applicable specification is mentioned, to the authoritative specifications appropriate to the Goods and such specifications shall be the latest as applicable in the IT industry.

4. USE OF PURCHASE DOCUMENTS AND INFORMATION

- 4.1 The Supplier shall not, without the HSCC's prior written consent, disclose the purchase order or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by HSCC in connection therewith, to any person other than a person employed by the Supplier in the performance of the purchase order. 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 HSCC's prior written consent, make use of any documents or information enumerated in para 4.1 except for purposes of performing the Order.
- 4.3 Any document, other than the Purchase Order itself, enumerated in para 4.1 shall remain the property of HSCC and shall be returned (in all copies) to HSCC on completion of the Supplier's performance under the order if so required by HSCC.

5. PATENT RIGHTS

5.1 The Supplier shall indemnify HSCC 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. PERFORMANCE SECURITY (SECURITY DEPOSIT)

- 6.1 Within 7 days after the Supplier's receipt of notification and order copies of the Purchase Order, the Supplier shall furnish performance Security to HSCC in the amount specified elsewhere in this document.
- 6.2 The proceeds of the Performance Security shall be payable to HSCC as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Purchase Order.
- 6.3 The Performance Security will be discharged by HSCC and returned to the supplier not later than 30 days following the date of expiry of the satisfactory warranty period of the goods offered.

- 6.4 The Performance Security shall be submitted in Indian Rupees & shall be in the form of Bank Guarantee/Demand Draft issued by Nationalised Bank or Scheduled Bank in favour of HSCC (India) Ltd. payable at Delhi/NOIDA.

7. INSPECTION

- 7.1 HSCC or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Purchase Order. The Special Conditions of Purchase Order and/or the Technical Specifications shall specify what inspection and tests HSCC requires and where they are to be conducted. HSCC 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 delivery 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 HSCC.
- 7.3 The Stores will be inspected at HSCC's sole discretion before packing at the manufacturer's premises and on receipt at site by HSCC 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 HSCC Office at Noida, at no extra cost.
- 7.4 Should any inspected or tested Goods fail to conform to the specifications, HSCC 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 HSCC.
- 7.5 HSCC's right to inspect, test and where necessary reject the Goods after the Goods' arrival at the Delivery address shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by HSCC or his representative prior to the Goods, shipment.
- 7.6 Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this Purchase Order.

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 Purchase Order. 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 and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Purchase Order and, subject to clause 16, in any subsequent instructions ordered by HSCC.

9. DELIVERY AND DOCUMENTS

- 9.1 Delivery of the Goods shall be made by the Supplier within 7 days from the date of issue of Purchase Order and installation & commissioning to be done within 20 days from the date of issue of Purchase Order. In case spare parts and tools are also ordered with the Goods, the Supplier will undertake to offer spare parts and tools for delivery alongwith the main Goods only and not before.

10. INSURANCE

- 10.1 The Goods supplied under the Purchase Order shall be fully insured against various risks arising out of loss, damage, transportation, storage, delivery including erection and installations.
- 10.2 For delivery of goods at the delivery address, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war, risks, strikes, erection, storage etc.

11. TRANSPORTATION

- 11.1 To be arranged by the supplier. The supplier should be fully responsible for safe delivery of goods in good condition as per the terms of delivery.
- 11.2 Where the supplier is required under the Purchase Order to transport the Goods to a specified delivery address, transport of such related cost shall be included in the price.

12. **PAYMENT TERMS**

a) For Indian origin goods/Imported goods in stock:

12.1 The Supplier's request(s) for payment shall be made to HSCC in writing, accompanied by an invoice describing as appropriate, the Goods delivered and Services performed and by shipping documents, submitted pursuant to Clause 9 and upon fulfilment of other obligations stipulated in the Purchase Order. The payment shall be made in Indian Rupees.

12.2 a. 75% payment will be released pro-rata on delivery of material supplied at site within 7 days of receipt of the bill.
b. 25% payment shall be made after successful inspection/demonstration within 7 days of receipt of the bill.

13. **PRICES**

13.1 Prices charged by the Supplier for Goods delivered and Services performed under the Purchase Order, shall not vary from the prices quoted by the Supplier in their bid and shall remain firm during tenure of the contract.

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

The time and the date specified in the Purchase Order for the delivery of the Goods shall be deemed to be the essence of the Order.

14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by HSCC.

14.2 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, imposition of liquidated damages and/or termination of the Contract for default.

14.3 If at any time during performance of the Order, 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 HSCC 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 HSCC shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Purchase Order.

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 Order, HSCC shall, without prejudice to its other remedies under the Purchase Order, deduct from the price, as Liquidated Damages, a sum equivalent to 0.5% of the delivered price for each week of delay until actual delivery of performance, upto a maximum deduction of 10% of contract Price once the maximum is reached, HSCC may consider termination of the Purchase Order.

16. **TERMINATION FOR DEFAULT**

16.1 HSCC without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Purchase Order 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 Order, or any extension thereof granted by HSCC pursuant to Clause 14, or

(b) if the Supplier fails to perform any other obligation(s) under the Purchase Order.

16.2 In the event HSCC terminates the Purchase Order in whole or in part, pursuant to para 16.1, HSCC may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered and the Supplier shall be liable to HSCC for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Order to the extent not terminated.

17. **FORCE MAJEURE**

17.1 Notwithstanding the provisions of Clauses 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 Order is the result of an event of Force Majeure.

17.2 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 not foreseeable. Such events may include but are not restricted to, acts of HSCC 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 HSCC in writing of such condition and the cause thereof. Unless otherwise directed by HSCC in writing, the Supplier shall continue to perform its obligations under the Order as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. **TERMINATION FOR INSOLVENCY**

18.1 HSCC may at any time terminate the Purchase Order by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HSCC.

19. **TERMINATION FOR CONVENIENCE**

19.1 HSCC, may by written notice sent to the Supplier terminate the Purchase Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for HSCC's convenience, the extent to which performance of work under the order 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 HSCC at the Purchase Order terms and prices. For remaining Goods HSCC may elect:

- (a) To have any portion completed and delivered at the Purchase Order 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 DISPUTES**

20.1 HSCC 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 Purchase Order.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, HSCC and the Supplier have been unable to resolve amicably a 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 in both cases shall be at New Delhi.

21. **GOVERNING LANGUAGE**

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

22. **APPLICABLE LAW**

22.1 The Purchase Order shall be interpreted in accordance with the laws of the India.

23. **NOTICES**

23.1 Any notice given by one party to the other pursuant to the order shall be sent in writing or by Fax or cable and confirmed in writing to the address specified for that purpose in relevant annexure.

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 HSCC.
25. **WARRANTY**
- 25.1 The supplier warrants that the Goods supplied under this Purchase Order are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless otherwise provided in the Order. The supplier further warrants that the Goods supplied under this order 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.
- 25.2 This warranty shall remain valid as mentioned in Annexure II after the Goods have been satisfactorily installed & commissioned as duly certified by the appropriate authority.
- 25.3 The HSCC shall promptly notify the supplier in writing of any claim arising under this warranty.
- 25.4 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 consultant for the replaced parts thereafter. The warranty period will stand extended accordingly.
- 25.5 If the Supplier having been notified, fail to remedy the defect(s) within a reasonable period, HSCC 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 HSCC may have against the Supplier under the Purchase Order.
- 25.6 HSCC (I) Ltd. 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. **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING**
- 26.1 The Supply, Installation, Testing and Commissioning of the equipment & trial run has to be done at site. No additional charges for installation and commissioning will be paid, other than quoted.
27. **TRAINING**
- 27.1 Free demonstration, operational and maintenance training will have to be provided at the site of installation to the assigned personnel, during trial period.
28. **MANUALS**
- 28.1 The supplier has to provide operation manual and maintenance manual alongwith each equipment. The maintenance manual should give details upto component level and the fault finding procedures with detailed illustrations.
29. **JURISDICTION**
- 29.1 All disputes arising out of the contract shall be subject to the jurisdiction of the appropriate court at Delhi only.
30. **SPECIAL NOTE**
- 30.1 HSCC is not bound to accept the lowest tender or any tender or to assign any reasons for non acceptance.
- 30.2 HSCC reserves right of selection of equipments without restrictions to price factor alone.
- 30.3 HSCC(I) Ltd. also reserves it's right to split an order on more than one party as it deems fit in respect of order.