

**GOVERNMENT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE**

TENDER

FOR

**SUPPLY OF BOOKS
AT
Dr. RAM MANOHAR LOHIA HOSPITAL
NEW DELHI**

VOLUME - I

July 2009

HSCC (INDIA) LTD.

(Consultants & Engineers for Mega Hospitals & Laboratories)
E - 6 (A), Sector - I, NOIDA (U.P.) - 201 301 (INDIA)

PHONE : 91-2542436, 2542440
91-2542443, 2542445

FAX : 91-11-91-2542447
E- mail : hsccltd @ hsccltd.co.in

Tender No HSCC/PMD/PG-I/153/RML/Books/2009

HSCC (India) Limited.

(Consultants & Engineers for Mega Hospitals & Laboratories)
Plot No.6(A), Block-E, Sector-1,NOIDA - 201301 (U.P.)

No. HSCC/153/PM/FUR-Model-Books/RML/2009

Dated : 18.07.2009

NOTICE INVITING TENDER

1. HSCC (India) Ltd. provides Comprehensive services from concept to commissioning in the Health Care sector ranging from feasibility studies, planning, design and detailed engineering, project management, procurement and commissioning of medical equipments and procurement of drugs.
2. On behalf of Ministry of Dr. Ram Manohar Lohia Hoapital, New Delhi, **HSCC (India) Ltd, HSCC (India) Ltd**, invites sealed tenders in two bid system from the Suppliers/contractors/firms for the following works:

Sl. No.	Name of Work	Estimated Cost (Rs.)	Bid Security (Rs.)	Cost of document (Rs.)	Period of Completion
1	Supply of Books for Nursing College at Dr RML Hospital, New Delhi.	3.56 Lakh	1000/-	2500/-	2 month

3. **Eligibility Criteria :**
 - (a) Average annual financial turnover during the last three years [2005-2006, 2006-2007 & 2007-2008] of Rs 1.10 Lakh.
 - (b) The experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - i) Three similar completed works each costing not less than the amount equal to 40% of estimated cost.
 - ii) Two similar completed works each costing not less than the amount equal to 60% of estimated cost.
 - iii) One similar completed work costing not less than the amount equal to 80% of estimated cost.
 - (c) Minimum solvency certificate from banker for the sum of Rs 3.75 lakh
 - (d) The firm should be profit making & have positive net worth in last three financial years.
4. Applicants may obtain the tender documents on any working day between **10.00 AM** and **4.00 PM** from 18.07.2009 to 31.07.2009 on written request from HSCC at the above address against a non refundable fee as specified above for above stated works separately 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. 500/-** over & above the said document fee as indicated above, but under no circumstances HSCC will be held responsible for late delivery or loss of the documents so mailed.
5. Tender complete in all respect must be submitted in sealed envelopes, which must be either delivered by hand or by registered mail to **HSCC** at the above address so as to reach not later than **15.00 hours** on **31/07/2009**. (Under no circumstances HSCC will be held responsible for late delivery or loss of the documents so mailed).Tender shall be opened on **31/07/2009 at 15.30 hours**.
6. HSCC reserves the right to accept or reject any/all bids without assigning any reason.
7. Copy of tender document is available for viewing on our website, www.hsccltd.co.in. Applicants are also advised to keep checking the website regularly for any amendments/clarifications if any

Executive Director (Proc & PG-1)

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SECTION 1: INVITATION FOR BIDS (IFB)

Ministry of Health & Family Welfare Govt of India for Dr Ram Manohar Lohia Hospital New Delhi

Through

HSCC (India) Ltd.

Plot No. E-6(A), Block-E, Sector-1, NOIDA

U.P.- 201 301. INDIA

INVITATION FOR BIDS

Project Name : Supply of Books for Nursing College at Dr Ram Manohar Lohia Hospital
New Delhi.

IFB Number : HSCC/PMD/PG-I/153/RML/Books/2009 Date: 18.07.2009

NATIONAL COMPETITIVE BIDDING

BID REFERENCE : HSCC/PMD/PG-I/153/RML/Books/2009
Date: 18.07.2009

DATE OF COMMENCEMENT OF
SALE OF BIDDING DOCUMENT : 18.07.2009

LAST DATE FOR SALE OF
BIDDING DOCUMENT : 31.07.2009

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 31.07.2009, UPTO 15.00 Hrs. (IST)

TIME AND DATE OF OPENING
OF BIDS : 31.07.2009, at 15.30 Hrs. (IST)

PLACE OF OPENING OF BIDS : HSCC (INDIA) LIMITED
Plot NO. 6(A), Block-E,
Sector-1, NOIDA (U.P.) 201 301.
INDIA.

ADDRESS FOR COMMUNICATION : General Manager (PG-1)
HSCC (INDIA) LIMITED
Plot No. 6(A), Block-E, Sector-1, NOIDA
(U.P.) 201 301.

Telephone: 91-120-2542436/37/38/40/43
91-120-2544926.

Gram : HOSCONCORP

Fax : 91-120-2542447, 2533001.

E-mail : hsccltd@hsccltd.co.in

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A. Introduction

1. Scope of Work

1.1 “Supply of Books at Nursing College, Dr Ram Manohar Lohia Hospital, New Delhi”.

The Scope of work relates to “Supply of Books at Nursing College, Dr Ram Manohar Lohia Hospital, New Delhi”

2. Eligible Bidders

2.1 This Invitation for Bids is open to all Suppliers. Who meets the qualification criteria refer clause 29.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of other design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

2.3 Government-owned enterprises in the Purchaser’s country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.4 Bidders shall not be under declaration of ineligibility for corrupt and fraudulent practices issued by the bank in accordance with ITB clause 36.1

3. Eligible Goods and Services

3.1 All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the IBRD Guidelines for Procurement and all expenditure made under the Contract will be limited to such goods and services.

3.2 For purpose of this clause, “origin” means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4.0 Cost of Bidding.

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and HSCC (India) Limited on behalf of Dr Ram Manohar Lohia Hospital, New Delhi, hereinafter referred to as “The Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5.0 Content of Bidding Documents

5.1 The goods required, bidding, procedures and contract terms are prescribed in the bidding documents, In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to the Bidders (ITB)
- (b) General Conditions of Contract (GCC)
- (c) Special Conditions of Contract (SCC)
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Bid form and Price Schedules;
- (g) Bid Security Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;
- (k) Manufacturer's Authorization Form; and
- (l) Bank Guarantee for advance payment form.
- (m) Equipment & Quality Control Form.

5.2 The Bidder is expected to examine all instruction, forms, terms, and specification in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6.0 Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax 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 is received no later than 7 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders, which have received the bidding documents.

7 Amendment of Bidding Documents

7.1 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.

7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English Language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purpose of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components;
- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses, 10,11 and 12;
 - (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents' and
 - (d) Bid security furnished in accordance with ITB Clause 15

10 Bid form

- 10.1 The Bidder shall complete the Bid form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the Price Schedule the unit prices and total price of the goods it proposes to supply under the Contract. Bidders shall quote for the complete requirements of goods and services specified under the item on a single responsible basis, failing which bids will not be taken into account for evaluation and will not be considered for award.
- 11.2 Prices indicated on the Price schedule shall be entered separately in the following manner.
- (i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable) including all duties and sales and other taxes already paid or payable;
 - a. on components and raw material used in the manufacture or assembly of goods, quoted ex-works or ex-factory;or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse of off-the-shelf.
 - (ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

- (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
 - (iv) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract and the cost of providing services for erection, testing and commissioning of the Equipments.
- 11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected, pursuant to ITB Clause 24.

12. Bid Currencies

- 12.1 Prices shall be quoted in Indian Rupees:

13. Documents Establishing Bidder's Eligibility and Qualifications

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform and contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2
- 13.3 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) that in the case of the bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as authorization form in Section VII) by the goods manufacture or producer to supply the goods in India.
 - (b) if an agent submits bids on behalf of more than one manufacturer, unless each such bid is accompanied by as separate bid form for each bid and a bid security, when required, for each bid and authorization from the respective manufacturer, all such bids will be rejected as Non – Responsive.”
 - (c) That the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:
 - (i) The legal status, place of registration and principal of business of the company or firm partnership, etc.;
 - (ii) Details of experience and past performance of the bidder on goods offered and on those of similar nature within the last five years and details of current contracts in hand and other commitments as per Performa under subhead qualification VI);

- (d) That adequate , specialized expertise are already available or will be made available following the execution of the contract, in the Purchaser's country, to ensure that the support services are responsive;
- (e) That the bidder has adequate experience in providing technical project management; and That the bidder will assume total responsibility for the fault free operation and maintenance during the warranty period / Defect Liability Period.

14. Documents Establishing Good's Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods:
 - (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3 (c) above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications 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 ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as a part of its bid, a bid security in the amount as specified in section-V – schedule of Requirements.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in Indian Rupees and shall:
 - (a) at the bidder's option, be in the form of either a certified cheque, letter of credit, a demand draft, or a bank guarantee from a nationalized / Scheduled Bank located in India

or by a reputable banking institution selected by the bidder and located abroad in any eligible country in favour of HSCC (India) Ltd.;

- (b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission.
 - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted; and
 - (e) Remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidder's bid securities will be discharged / returned as promptly as possible but not later than 30 days after expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant ITB Clause 35.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder
 - (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid form;
or
 - (ii) Does not accept the correction of errors pursuant to ITB Clause 24.2; or
 - (b) in case of a successful Bidder, if the Bidder fails:
 - (i) To sign Contract in accordance with ITB Clause 34; or
 - (ii) To furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids:

- 16.1 Bids shall remain valid for 90 days after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19. The Purchaser as non-responsive shall reject a bid valid for a shorter period.
- 16.2 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 or telex or fax). The bid security provided under ITB Clause 15 shall also be suitably extended. 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.

16.3 Deleted.

16.4 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

17. Format and Signing of Bid

17.1 The Bidder shall prepare two copies of the bid, clearly marking each “Original Bid” and “Copy Bid”, as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid. and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bid shall be submitted in accordance with the procedure detailed herein. Documents shall be enclosed in separate envelopes of appropriate size each of which shall be sealed.

(i) Envelope No. 1 shall contain the bid security as indicated in clause 15 of these instructions to bidders.

(ii) Envelope No2 shall contain covering letter and volume 1 (bid document consist of Conditions of Contract, Specifications etc) duly signed and stamped and the other bid documents as indicated at Clause 3.1.

(iii) Envelop No. 3 shall contain the Volume-2 (Tender drawings and Bill of quantity, location of furniture).

(iv) Envelope No. 4 shall contain Envelop 1, 2 & 3

18.2 The inner and outer envelopes shall:

(a) Be addressed to the Purchaser at the following address:
General Manager (PG-1)
HSCC (India) Limited,
Plot No. 6(A), Block-E, Sector-1,
Noida (U.P.)-201 301
India.

(b) Bear the project Name, the Invitation for Bids (IFB) title and number, and a statement “Do not open before 15.30 hours (IST) on **31.07.2009.**”

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

18.5 Telex, cable or facsimile bids will be rejected.

19. Deadline for Submission of Bids.

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Invitation for Bids (Section 1). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

19.2 The Purchaser may at its discretion extend the deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, 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.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser. pursuant to ITB Clause 19, will be rejected and/or returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The bidder may modify or withdraw its bid after the bid’s submission, provided the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.

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

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder’s forfeiture of its bid security, pursuant to ITB Clause 15.7.

E. Bid Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids, in the presence of Bidders’ representatives who choose to attend, at 15.30 hours (IST) on **31.07.2009** and at the following location:

HSCC (India) Limited,
Plot No. 6 (A), Block-E,
Sector-I, Noida, (U.P.)-201 301,

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

- 23.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

24. Preliminary Examination

- 24.1 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, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section VII, shall be treated as non-responsive.
- 24.2 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. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 24.3 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 affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, 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. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) 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 without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25. Deleted

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for all items.

26.2 Deleted.

26.3 Deleted.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:

- (a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods of their final destination;
- (b) Delivery schedule offered in the bid;
- (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) Deleted
- (e) The availability in India of spare parts and after-sales services for the goods/equipment offered in the bid;
- (f) Deleted
- (g) Deleted
- (h) Deleted
- (i) Other specific criteria indicated in Technical Specification.

26.5 Pursuant to ITBH Clause 26.4, one or more of the following evaluation methods will be applied;

(a) *Inland Transportation, Insurance and Incidentals;*

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii)

The above costs will be added to the bid price.

(b) Delivery Schedule:

- (i) The Purchaser required that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. No credit will be given to earlier deliveries and bids offering delivery beyond one (1) month of stipulated delivery period will be treated as unresponsive.

- (c) Deviation in Payment Schedule:

No deviation permitted.

- (d) Cost of Spare parts

Deleted

- (e) Spare Parts and After Sales Service Facility in India:

The cost to the purchaser of establishing the minimum service facilities and parts inventories. If quoted separately, shall be added to the bid price.

- (f) Deleted

- (g) Deleted

- (h) Purchaser will add to the bid price the following as quoted by the bidder

- (ii) The cost of other incidental services.

27. Deleted.

28. Contact the Purchaser

28.1 Subject to ITB Clause 23, No Bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contractor is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

28.2. Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison on contract award may result in rejection of the Bidder's bid.

F. Award of Contract

29. Postqualification

29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3 (b) and is qualified to perform the contract satisfactorily.

29.2. 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 qualification submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the purchaser deems necessary and appropriate.

29.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the purchase will proceed to the next lowest evaluated bid to made a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

30.0 Award Criteria

30.1 Subject to ITB Clause 32, the purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31. Purchaser's right to vary Quantities at Time of Award

31.1 The Purchaser reserves the right at the time to Contract award to increase or decrease by upto 20 percent of the quantities of goods and services originally specified in the Schedule or requirements without any change in unit price or other terms and conditions.

32. Purchaser's Right to Accept Any Bid and Reject Any or All Bids.

32.1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wish to ascertain the grounds on which its bid was not selected, it should address it's request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

34. Signing of Contract

34.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the successful bidder shall sign and date the Contract.

35. Performance Security.

35.1 With in 7 days of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of Contract, in the performance security form provided in the biding document or in another form acceptable to purchaser.

35.2 Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

36. Corrupt or fraudulent practice

36.1 MOH&FW requires that Bidder/s Suppliers/ Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the MOH&FW:

- (a) Defines, the purpose of this provision, the terms set forth as follows :
 - (i) "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.
 - (ii) "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 Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive 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 Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- 36.2. Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1. of the general conditions of contract.

SECTION III : GENERAL CONDITIONS OF CONTRACT

SECTION III : GENERAL CONDITION OF CONTACT
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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract 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 the Books which the supplier is required to supply to the Purchase under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commission, provision of technical assistance, training and other obligation of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Condition of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's" country" is the country named in SCC.
- (i) "The Supplier means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project site", where applicable, means the place or places named in SCC.
- (k) "Day" means calender day.

2. Application

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them

3. Country of Origin

3.1. Deleted.

3.2. Deleted.

3.3. Deleted.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standard mentioned in the Technical Specifications. and when no applicable standard is mentioned to the authoritative standard appropriate to the Good's country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by Client.

- 5.1 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 Purchaser in connection therewith to any person other than a person employed by the Supplier in 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.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 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.
- 5.4 The supplier shall permit the Client to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

6. Patent Rights

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

7. Performance Security

- 7.1 Within 7 days of receipt of the notification of contract award, the supplier shall furnish performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation of any loss resulting from the Supplier's Failure to complete its obligation under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms :
 - (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized / scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) A Cashier's check, certified check, or demand draft.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/ or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representative retained for these purpose.

- 8.2 The inspection and tests may be conducted on the premises of the Supplier or its subcontractor(s) at point of delivery and/or at the goods final destination. If conducted on the premises of the Supplier or its subcontractors all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the purchaser.
- 8.3 Should any inspected / tested Goods fail to conform to the specifications. The purchaser may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the goods shipment.
- 8.5 Nothing in GCC clause 8 shall in any way release the Supplier from any warranty or other obligation uner this contract.

9. Packing

- 9.1 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 temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, the remoteness of the Good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing , marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/ or other documents to be furnished by the supplier are specified in SCC.

11. Insurance

- 11.1 Deleted.

12. Transportation

- 12.1 Deleted
- 12.2 Deleted
- 12.3 Deleted.
- 12.4 Deleted

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of the on-site assembly and/or start up of the supplied Goods;
 - (b) Furnishing of tools required for assembly and /or maintenance of the supplied Goods;
 - (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (d) Performance of supervision or maintenance and /or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) Training of the Purchaser's personnel, at the Supplier's plant and /or on-site, in assembly, start-up, operation maintenance and /or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts (Clause Deleted)

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and /or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 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 the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (30) days after submission of the invoice or claim by the Supplier.
- 16.4 Payment shall be made in Indian Rupees.

17. Prices

- 17.1 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, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipping or packing;
 - (c) The place of delivery; and /or
 - (d) The Services to be provided by the Supplier.
- 18.2 If any change causes an increase or decrease in the cost of, the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty- (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or information of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of 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 with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless as extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage Specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 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 part:

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“ 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.

“Fraudulent Practice means a misrepresentation of facts in order to influences a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of fee and open completion.

24.2 In the event purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1 the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provision of GCC Clauses, 22, 23, 24, 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 obligation under the Contract is the result of an event of Force majeure.

25.2 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 limited to acts of the Purchaser either in its sovereign or contractual capacity, wars or revaluations, fires, foods, epidemics, quarantine restriction and freight embargoes.

25.3. If a Force Majeure situation arises, the Suppliers shall promptly notify the Purchaser in writing of such conditions 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 practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination of Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience.

27.1 The Purchaser, by written notice sent to the supplier, may 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, that extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination become effective.

27.2. The Goods that are completed and ready for shipment within 30 days after the Supplier' receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the 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 remainder and pay to the Supplier and agreed amount for partially completed goods and for material and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 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.

28.2. If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of is intention to commence arbitration, as hereinafter provided, as the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.3 Notwithstanding any reference to arbitration herein.

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

- 29.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 6.
- a. The Supplier shall not be liable to the Purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and
 - b. The aggregate liability of the Supplier to the Purchaser , whether under the Contract , in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

- 30.1. The Contract shall be written in English language. subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

31. Applicable Law

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

32. Notices

- 32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified in SCC.
- 32.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33 Taxes & Duties

- 33.1 Suppliers shall be entirely responsible for al taxes, duties, license fees, octroi, road permits etc, incurred until delivery of the Contracted Goods to the Purchaser.

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

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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 those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

- (a) The Purchaser is HSCC (India) Limited, Plot No.6 (A), Block -E, Sector- 1, NOIDA U.P.)-201301 on behalf of Dr Ram Manohar Lohia Hospital, New Delhi.
- (b) The Supplier is

2. Country of Origin (GCC Clause 3)

All Countries and territories as indicate in section XV of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

- 3.1 Within 7 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations.

- 3.2 Substitute Clause 7.3 (b) of the GCC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of **HSCC (India) Ltd.**, payable at New Delhi/Noida.

- 3.3 Substitute Clause 7.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.

- 3.4 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment , the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected replaced material shall be extended to a further period of 12 months and the performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

4. Inspection and Tests (GCC Clause 8)

The purchaser or its representatives may inspect the books to confirm their conformity to the contract prior to dispatch from the Suppliers premises. Such inspection and clearance will not prejudice to the right of the consignee to inspect and test the items on receipt at destination.

If the item fails to meet the laid down specifications, the supplier shall take immediate steps to remedy deficiency or replace the defective items(s) to the satisfaction of the purchaser.

5. Packing (GCC Clause)

Add Clause 9.3 of the GCC the following:

Packing Instructions: The Supplier will be required to make packages for each Consignee. Each package will be marked on three sides with proper paint /indelible ink, the following:

i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, and v) Packing list reference number

6. Delivery and Documents (GCC Clause 10)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telefax/fax the full detail of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price , total amount;
- (ii) Acknowledgement of receipt of goods from the consignee(s);
- (iii) Three Copies of packing list identifying the contents of the contents of each package;

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

Deleted.

8. Incidental Services (GCC Clause 13)

Deleted

9. Spare Parts (GCC Clause 14)

Deleted

10. Warranty (GCC Clause 15)

Deleted

11. Payment (GCC Clause 16)

Payment for Goods and services shall be made in Indian Rupees as follows:

- (i) On Delivery: Eighty (90) percent of the Contract Price of the Goods shall be paid on receipt of Goods and upon submission of documents specified in Clause 6 (a) of SCC including : (i) Packing List and (ii) Supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the Given in Section -XIV.
- (ii) However, 75% of the estimated amount as determined by the Engineer/ or his representative of the payment due against the bill shall be paid

within 7 (seven) working days after certification by Engineer/his representative

- (iii) Balance 10% on successful completion of works and Handing Over.

12. Prices (GCC Clause 17)

Substitute Clause 17.1 of the GCC with the following as Clauses 17.1:

GCC Clause 17.1- Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract

13.0 Retention :

Deleted

14. Sub-Contracts (GCC Clause 21)

Add at the end of GCC sub-clause 21.1 the following:

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

15. Liquidated Damages (GCC Clause 23)

15.1 For delays:

GCC Clause 23.1 -- The applicate rate is 0.5% per week and the maximum deduction is 10% of the contract price.

16. Settlement of Disputes (GCC Clause 28)

The dispute settlement mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consists of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrator so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India), Delhi chapter.
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The Third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of two Arbitrators so appointed by the parties reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India) Delhi chapter.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Institution of Engineers (India), Delhi chapter, both in cases of

the Foreign supplier as well as Indian supplier, shall appoint the arbitrator, A certified copy of the order of the President of the Institution of Engineers (India), Delhi chapter, making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held at NOIDA (U.P) India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expensed of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the

expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties: failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India), Delhi chapter.

17. Notices (GCC Clauses 32)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: **HSCC (India) Limited,**

Plot No. 6(A), Block -E, NOIDA (U.P.) - 201301.

Telephone : 91-120-91 - 24542436/37/38/40/43

Gram : HOSCONCORP

Fax : 91-120-91-2542447/2533001.

E-mail : hsccltd@nda.vsnl.net.in

Supplier: (To be filled in at the time of Contract Signature)

.....
.....
.....
.....

18. Supplier shall regularly intimate progress of supply, in writing to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted / rejected by inspecting agency and date;
- Quantity dispatched / delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification / repair / replacement effected / completed on receipt of any communication from consignee / purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract
(in case stage-wise inspection, details required may also be specified)

Contract Data

The following documents are also part of the Contract:

	Use Reference Conditions of contract)
Contractor's Bid and Letter of Acceptance	[1]
Conditions of Contract	[1]
Program	
Bill of Quantities	Annexure XII

The Engineer is : General Manager (PG-1) or any other officer nominated from time to time by Chairman Cum Managing Director (CMD) of Hospital Services Consultancy Corporation (I) Ltd. Plot No.6 (A), Block-E, Sector-1, Distt. Gauram Budh Nagar, Uttar Pradesh-201301.

*The Start Date is as notified in the letter of Acceptance

* The Intended Completion Date for the whole work is 60 Days from Date of Award.

*The Contractor is to submit the program for the works within 7 days of being notified of the acceptance of his bid.

]

*The contractor is to submit the updated program at the interval of 7 days

[25.3]

* The Site is located at Nursing College, Dr Ram Manohar Lohia Hospital, New Delhi

[1]

*The Defect liability Period is

Deleted

* The languages of the Contracts is English

[8]

* Inspection and test

GCC 8

Payment

GCC 10

Termination

GCC 24

The law which applies to the Contract is the law of the Union of India, Jurisdiction is High Court of Delhi only.

[]

* Arbitration procedure to be used shall be arbitration and Conciliation Act 1996 or the latest amended.

[]

* Appointing Authority for the arbitrator

[]

* Place where arbitration will take place, New Delhi/Noida.

[24]

* The currency of the contract is the India Rupees.	
* Percentage of retention	5% of contract value.
* The liquidated damages for the whole of the work are Rs. .5% per week of delay/- per day.	GCC 23
Settlement of Dispute	GCC 28
Notice	GCC 32
*Maximum liquidated damages shall be	10% of the Contract price.

SECTION V : SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Item No.	Brief Description of Goods	Delivery Period	Bid Security (Indian Rs.)
	As BOQ .	60 days	10000=00

TERMS OF DELIVERY:

As per Consignee list attached as Annexure -A

**Annexure -A
(Consignee Details)**

**Principal Nursing Dr Ram Manohar Lohia Hospital,
New Delhi**

SECTION –VI: QUALIFICAION CRITERIA

QUALIFICATION CRITERIA
[Referred to in clause 13.3 (b) of ITB]

- (a) Average annual turnover during the last three years [2005-2006, 2006-2007, 2007-2008] of Rs. 1.10 Lakh.
 - (b) The experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - Three similar completed works each costing not less than the amount equal to 1.43 Lakhs.
 - Two similar completed works each costing not less than the amount equal to 2.14 Lakhs.
 - One similar completed work costing not less than the amount equal to 2.85Lakh.
 - (c) A solvency certificate from bidder's Bank (Nationalized/ Schedule) that bidder is solvent for 3.56 Lakhs. The Certificate should not more than six months old.
 - (d) The Bidder should also submit an undertaking that the minimum fund of Rs. 1.78 Lakhs Equivalent to about requirement of one month average can be managed by the bidder in case funds are delayed by the employer.
- 2.(a) The bidder should be a manufacture / authorized supplier /authorized Distributor from the approved Makes. There should not be any adverse report on the functioning of the equipment for at least two years on the date of bid opening.
- (b) Bids of bidders quoting as authorized representative of a manufacture meeting with the above Requirements in full, can also be considered, and provided.
- (i) the manufacturer furnished a legally enforceable authorization in the prescribed Form [Section VII] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and
- (ii) Turnover should be duly supported by balance sheet certified by the Chartered Accountant.
3. The Bidder shall furnish the information on past supplies and their satisfactory performance in the Performa given under section **XI, counter signed by Chartered Accountant.**
4. All bids submitted shall also include the following information:
- (i) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
 - (ii) Reports on financial standing of the Bidder such as profits and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.
 - (iii) Details of Service Centers & information on service support facilities that would be provided during the period of the contract.
5. Notwithstanding anything stated above, the purchaser reserves the right to asses the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.

GENERAL INFORMATION

All individual firms applying for tender are requested to complete the information required for pre qualification in this form. Information to be provided for all owners or applicants who are partnerships or individually-owned firms:

1.	Name of firm:
2.	Head office address:
3.	Telephone : Contact person :
4.	Fax : Telex :
5.	Place of incorporation/ Registration : Year of incorporation/ registration :

Signed :
Name :
For and on behalf of :

STRUCTURE AND ORGANIZATION

1. The applicant is _____
(a) an individual
(b) a proprietor firm
(c) a firm in partnership
(d) a Limited Company or Corporation.

2. Attach the Organization Chart showing the structure of the organization, including the names of the Directors and position of officers. _____

3. Have you ever left any work awarded to you incomplete? _____
(If so, give name of project and reasons for not completing the work.)

Signed :
Name :
For and on behalf of :

FINANCIAL CAPABILITIES

Financial Information in Rs. equivalent	For year 2005-06	For year 2006-07	For year 2007-08
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			
8. Liquid Assets			
9. Solvency Certificate from Banker			

- 1. Attach audited balance sheets for all last three years (2005-06,2006-07, 2007-08).**
- 2. Attach recent Solvency Certificate from Banker not older than 6 months.**

PROFORMA FOR PERFORMANCE STATEMENT (For a period of last Seven years)

Bid No. _____ Date of opening _____ Time _____ Hours
 Name of the Firm _____

Order placed by (full address of purchaser)	Order No. and Date	Description and quality of ordered items	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery if any	Have the items been supplied satisfactorily (Attach a certificate from the Purchaser/ Consignee) ?
				As per Contract	Actual		
1.	2.	3.	4.	5.	6.	7.	8.

Signature and seal of the Bidder _____

Countersigned by Chartered Accountant

(Sign & Seal)

SECTION VII: MANUFACTURER'S AUTHORIZATION FORM

SECTION VII
(Please see Clause 13.3 (a) of Instruction to Bidders)
MANUFACTURER'S AUTHORIZATION FORM
No. _____ dated

Dear Sir,

IFB No.

We _____ who are established and reputable manufactures of _____ (name and description of goods offered) having factories at _____ (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB No.....

No company or firm extend our full guarantee and warranty as per clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply 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 manufactured and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

SECTION VIII: BID SECURITY FORM

SECTION VIII: BID SECURITY FORM

Whereas.....(hereinafter called “the Bidder”) has submitted its bid dated.....(date of submission of bid) for the supply of.....(name and /or description of the goods) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE.....(name of bank) of.....(name of country) having our registered office at.....(address of bank) (hereinafter called “the Bank”), are bound unto.....(name of Purchaser) (hereinafter called “the Purchaser”) in the sum offor which payment well and truly to be made to the said Purchase, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank thisday of20.....

THE CONDITIONS of this obligation are:

- 1. If the Bidder
 - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the ITB; or

- 2. If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - (a) fails or refuse to execute the Contract form is required; or
 - (b) fails or refuse to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser to pay the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provide that in its demand the purchaser will note that the amount claimed by it due to it, owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to _____ and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Name of Bidder

SECTION IX: CONTRACT FORM

SECTION IX: CONTRACT FORM

THIS AGREEMENT made theday of,20.... Between.....(Name of purchaser) of.....(Country of Purchaser) (hereinafter called “the Purchaser”) of the one part and.....(Name of Supplier) of(City and Country of Supplier) (hereinafter called “the Supplier”) of the other part :

WHEREAS the Purchaser is desirous that certain goods and ancillary services viz.....(Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of.....(Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder,
 - (b) the Technical of Specifications;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier a hereinafter mentioned, the Supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respect with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

TOTAL VALUE

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said.....(For the Purchaser)

at the presence of.....

Signed, Sealed and Delivered by the

Said.....(For the Supplier)

at the presence of.....

SECTION X: PERFORMANCE SECURITY FORM

SECTION X. PERFORMANCY SECURITY FORM

To.....(Name of Purchaser)

WHEREAS.....(Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated,.....20.....to supply.....(Description of Goods and Services) hereinafter 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 recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a undertake to pay you, upon your first writen demand declaring the supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit 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.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20.....

Address:.....

.....
.....

SECTION XI: Consignee's Acceptance Certificate

SECTION XI
Consignee's Acceptance Certificate

(To be given by consignee's authorized representative)

The following stores have been recieved in good conditions & satisfactorily installed.

1. Name of item supplied :
2. Product No. :
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 :

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15.	Kuppuswami	Advance Ed. Psychology 2002	Sterling Publ. Pvt. Ltd.	1	No.			
16.	Bhatia & Craig	Elements of Psychology & Mental Hygiene for Nurse in India -26 Impression 2003	Orient Long Man Pvt. Ltd. Hyderabad,	1	No.			
FIRST AID / EMERGENCY CARE								
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MIDWIFERY

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5.	Dutta	Text book of gynaecology		2	No.			
6.	Beishern	Obstetrics & new born		1	No.			
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4.	Randoll R. James & Boutlett	Health promotion, education, research & methods		1	No.		
5.	John, best & Jemes	Research in education	Pentice hall of India Pvt. Ltd.	1	No.		
6.	Rosemaries Niewiadomy	Foundation of Nursing research		1	No.		
7.	Wood	Nursing research	Mosby	1	No.		
8.	K.S. Negi	Biostatistics	AIIBS	2	No.		
9.	A.K. Singh	Test measurement & research methods in behavioural sciences	Bhawan	2	No.		
10.	Kothari	Research Methology		1	No.		
11.	Cottrell	Health promotion & education research methods 2005		1	No.		
12.	Munhall	Nursing research: A qualitative		1	No.		

COMPUTER / ENGLISH GRAMMER / MISC								
1.	Meena Sharma	General English for nurses	Kumar Pub. House	1	No.			
2.	Weller	Bailler's Nurse's dictionary		1	No.			
3.	Webser's	The new internation webster's comprehensive dictionary		1	No.			
4.	N C Jaina	Computers for nurses		1	No.			
5.	N K Anand	Short text book of computer training for nurses		1	No.			
6.	AITBS	Concise Medical dictionary		1	No.			
7.	Thomson gale	The gale encyclopaedia for Nursing & allied health vol. I to V		1	No.			
				Grand Total				