

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

**LALA RAM SARUP INSTITUTE OF TUBERCULOSIS  
& RESPIRATORY DISEASES, NEW DELHI**

**Tender**

**for**

**Supply , Installation, Testing & Commissioning of 1.5 TR  
Split Air Conditioners along with 4 KVA Voltage  
Stabilizers at LRS Institute of Tuberculosis & Respiratory  
Diseases, New Delhi**

**Volume - I**

**October 2012**

**HSCC (INDIA) LTD.**

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

PHONE : 91-2542436, 2542440      FAX : 91-11-91-2542447  
E- mail : hsccltd @ hsccltd.co.in

IFB No HSCC/LRSI/PG-1/107/Split-AC/2012

Date: 10.10.2012

FORWARDING LETTER

To,  
(Prospective Bidder).....  
.....  
.....

**Our Ref.: IFB No. HSCC/LRSI/PG-I/107/Split -AC/2012 Dated 10.10.2012.**

**Your ref:** \_\_\_\_\_

**SUBJECT: INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1.5 TON SPLIT AIR CONDITIONERS ALONG WITH 4 KVA VOLTAGE STABILIZERS AT LRS INSTITUTE OF TUBERCULOSIS & RESPIRATORY DISEASES, NEW DELHI.**

Sir

1. Enclosed please find bid document for above subject.
2. The last date for the submission of Bid and opening will be as per IFB. However, in the event of the day of receipt of EMD, Bid Document Fee & opening of tender being declared a holiday, the due date of receipt of EMD, Bid Document Fee & opening of tender will be the following working day at the same time.
3. The bidder is eligible to quote for above items provided the payment of Bid Document Fee is made as per the Clause 9[B] of Instructions to Bidders.

Kindly acknowledge the receipt of the Bid Document.

Chief General Manager (Projects & BD)

- Encl: 1. Annexure-A – Important Clauses in brief.  
2. Invitation For Bid (IFB).  
3. Invitation For Bids (IFB) – Details  
4. Section-I - Instructions To Bidders (ITB)  
5. Section-II - General Conditions Of Contract (GCC)  
6. Section-III - Special Conditions Of Contract (SCC)  
7. Formats  
8. Technical Specifications

**Important Clauses in Brief, For Quick Reference only, (BIDDER MUST REFER ALL TERMS & CONDITIONS ETC. ENCLOSED WITH THE BID DOCUMENT IN DETAILS)**

**Instruction to Bidders (ITB)**

1. **Pre-Bid Meeting** - **17.10.2012 at 15.00 hrs**
2. **Bid Security Amount** - As given in IFB Details.
3. **Price Bid** - Please refer Clause 6 of ITB. Bidders to quote rate which is inclusive of all charges such as Basic cost of the item and its taxes, duties, warranty, transportation, insurance, and other incidental charges for the purpose of price evaluation of bids.
4. **Optional Items** - As per Clause 6.5 of ITB. Bidder in their own interest may mention separately for any Optional Items in the Technical Specifications/Technical compliance format. In case any Optional item offered by the bidder with main item, the rate of Optional item should be included in the rate of the main item and accordingly price comparison shall be done. If the bidder quotes any rate for Optional item in addition to the rate for its main item, in that case the rate for main item shall be taken in account for evaluation. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.
5. **Manufacturer's Authorization** - As per Clause 7.2 (a) of ITB. The Bidder should give Manufacturer's authorisation for main item from the Principals'/manufacturers' of his choice (indigenous/imported) as per the Tender format.
6. **Bid Document Fee** - See Clause 9 [B] of ITB.
7. **Bid Validity** - 120 days as per Clause 10.1 of ITB
8. **Amount of Performance Security-** 5% as per Clause 24 of ITB.
9. **Preliminary Examination** - As per Clause 17 of ITB, the Bid Form, signed by the Bidder which stipulates acceptance of all the terms & conditions of bid document shall supersede all other terms & conditions given by the bidder in their bid.

### **General Conditions of Contract (GCC)**

9. **Delivery & Installation** - **3 weeks from the date of placement of order as per Clause No.9 of GCC.**
11. **Insurance** - 110% of Order Value as per Clause No.10 of GCC.
12. **Payment Terms** - 80% & 20%, as per Clause No. 12 of GCC.
13. **Liquidated Damages** - 0.5% per week upto 10% as per Clause No.15 of GCC.
14. **Warranty** - As per Clause 26 of GCC.

### **Minimum Qualification Criteria as per Clause 4 of SCC**

15. **Minimum Qualification Criteria** - As per Clause 4 of SCC. The Bidder should give Manufacturer's authorisation for item from the Principals'/manufacturers' of his choice (indigenous/imported) as per the Tender format.
16. **Minimum Qualification Criteria** - The experience of having successfully completed similar works during last 5 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.

**One completed work** of any nature (either part of 16 or a separate one) costing not less than the amount equal to 40% of the estimated cost with some Central/State Government organization/Central Autonomous body/Central Public Sector Undertaking.

**Similar work** here means supply and installation of split air conditioners.

Bidders shall furnish "End User Certificates/Client Certificates" indicating contact details i.e. name of person, phone/fax /mobile nos. etc. **End User Certificates/Client Certificates should be must for those Order Copies which will be attached with the bid submitted by the bidder.**

17. **Other eligibility requirements** - As per Clause 4 B of SCC. The Bidder should submit audited balance sheets and Profit & Loss Accounts along with audited reports for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.

18. **Bid Form**
- To be submitted as per Clause 6 of SCC in the given format. In case Bid Form is not submitted by the bidder, their bid will be liable for rejection.
19. **Items & Quantities**
- All items and its respective quantities of all Groups must be quoted as per Clause 8 of SCC.

LALA RAM SARUP INSTITUTE OF TUBERCULOSIS & RESPIRATORY DISEASES

Ministry of Health & Family Welfare

Govt. of India

INVITATION FOR BIDS (IFB) – National Competitive Bidding

IFB No. HSCC/LRSI/PG-I/107/Split-AC/2012

Dated : 10.10.2012

1. Bids are invited on behalf of Director Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases (LRSI), New Delhi in sealed tenders in two bid system from the Suppliers/contractors/manufacturers for the following works:

Sl. No.	Name of Work	Estimated Cost (Rs.)	Bid Security (Rs.)	Cost of document (Rs.)	Period of Completion
1	Supply, Installation, Testing & Commissioning of 1.5 TR Split Air Conditioners along with 4 KVA Voltage Stabilizers at LRS Institute of Tuberculosis & Respiratory Diseases, New Delhi.	19.50 Lakhs	39000/-	3000/-	3 weeks including delivery & installation.

2. Applicants may obtain the tender documents on any working day between **10.00 AM** and **4.00 PM** from **10.10.2012 to 30.10.2012** 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.
3. Tender complete in all respect must be submitted in sealed envelopes, which must be either delivered by hand or by registered mail to **HSCC** at the above address so as to reach not later than **15.00 hours on 31.10.2012**. (Under no circumstances HSCC will be held responsible for late delivery or loss of the documents so mailed).Tender shall be opened on **31.10.2012 at 15.30 hours**.
4. **Pre-bid meeting shall be held on 17.10.2012 at 15.00 hrs. at the office of HSCC at Noida.**
5. LRSI/HSCC reserves the right to accept or reject any/all bids without assigning any reason.
6. Copy of tender document is available for viewing on our website, [www.hsccltd.co.in](http://www.hsccltd.co.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). Applicants are also advised to keep checking the website regularly for any amendments/clarifications if any.

Director (LRSI)

## **SECTION-I**

### **INSTRUCTIONS TO BIDDERS (ITB)**

This bid document should be read in conjunction with the Press Tender Notice/IFB, Ref. No. HSCC/LRSI/PG-I/107/Split –AC/2012 dated 10.10.2012, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given elsewhere, in this document, on the same subject matter of the clause.

#### **1. THE BIDDING DOCUMENTS:**

##### **CONTENT OF BIDDING DOCUMENTS:**

- 1.1 The Goods required, bidding procedures and tender & contract terms are prescribed in this Bidding Document and includes (i) IFB, (ii) IFB (Details), (iii) Section I (ITB), (iv) Section II (GCC), (v) Section III (SCC), (vi) Annexure-1 (Description & Specifications), (vii) Formats for Bid form, General Information, Structure & Organisation, Financial Capability, Performance Statement Proforma, Manufacturer's Self Authorisation form & Manufacturer's Authorization form, Commercial Compliance, Technical Compliance, Consignee receipt, Bid Security, Contract Form, Performance Security, Check List & ECS.
- 1.2 The Bidders are expected to examine all instructions, terms, specifications etc. in the Bidding Documents. Failure to furnish information required by Bidding Documents or submission of a Bid not in compliance to the Bidding Documents will be at the Bidder's risk and may result in rejection of its Bid.

##### **1.3 COST OF BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and **LRSI** acting through their Consultants, **M/s HSCC (I) Ltd.**, hereinafter referred to, as "The Purchaser" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **2. CLARIFICATION IN BIDDING DOCUMENTS:**

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the Consultant's mailing address indicated in the Invitation for Bids within 7 days from the date of publication. The Purchaser will respond in writing to any request for clarification of the Bidding Documents that it receives. Purchaser's response (including explanation of the query but without identifying the

source of inquiry) will be displayed on the website <http://www.hsccltd.co.in> & [www.eprocure.gov.in](http://www.eprocure.gov.in). by the date mentioned in the Forwarding Letter.

3. **AMENDMENT OF BIDDING DOCUMENTS :**

- 3.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Documents by amendment.
- 3.2 The amendment will be notified on the web-site <http://www.hsccltd.co.in> & [www.eprocure.gov.in](http://www.eprocure.gov.in).
- 3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extend the deadline for the submission of Bids.

4. **LANGUAGE OF BID :**

- 4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5. **DOCUMENTS COMPRISING THE BID :**

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

a) **Techno-commercial Bid** (un-priced bid): This should interalia include the following:

- i) Bid Security furnished in accordance with Clause 9 [A].
- ii) Detailed technical specifications of each item of Groups quoted and if applicable, along with Catalogue / Literature fabrication drawings of the goods offered (without indicating the prices).
- iii) **Statement of parameter-wise Compliance from Tendered Commercial conditions.**
- iv) **Statement of parameter-wise Compliance & Deviations from tendered Technical specifications.**
- v) Authority Letter from manufacturer in case Bid is submitted by Agents;
- vi) Last 3 years audited balance sheets duly stamped & signed by Chartered Accountant with Membership No.



- vii) Documentary evidence established in accordance with Clause 7 that the Bidder is qualified to perform the contract if its Bid is accepted.
  - viii) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents;
  - ix) Proof of payment/furnished payment for Bid Document Fee as per clause 9[B].
- b) **Price Bid:** The rates of all items of the Bill of Quantities (BOQ) should be neatly hand written. The rates shall be inclusive of all charges as per description given at Clause No. 6.

## 6. **BID PRICE :**

- 6.1 (a) The Price bid for all items to commensurate with scope of supply indicated against all Groups and should indicate rate for each item comprising cost of the items, freight, insurance, transit insurance, packing forwarding, VAT, Excise duty, Custom Duty, Inspection charges, road permit costs etc. and including charges whatsoever applicable, for equipment/instruments installation and commissioning with all the men and material required for the same and including charges, for **one year warranty** service along with **5 years warranty for Compressor** with free labour and spares with downtime 2% during warranty period.

No other charges in addition will be payable on any account over and above price quoted. The rate should be given both in figures and words. **Offers with the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” or “packing forwarding extra” will render the bid liable for rejection.**

**The bidder should quote all items in the Bill of Quantity (BOQ) of the Price Bid and the bid shall be rejected in case any item is left unquoted in the BOQ of Price Bid.**

The prices are to be kept valid for acceptance up to 120 days from the date of the opening of bids.

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advice the purchaser and quote accordingly.

### 6.1(b) **Offer for Import Origin Goods**

Offers for Import origin goods shall be quoted in INR in the same format of BOQ of the Price Bid.

- 6.1 (c) The rate of imported supplies in the BOQ of Price Bid should include all charges.

### 6.2 **Purchaser will evaluate the bids on the basis of rates quoted for all items.**

### 6.3 **The Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall not be payable further.**

- 6.4 The bidder shall bear all taxes, duties, transportation, insurance and other incidental charges for the parts replaced or supplied during the Warranty period.
- 6.5 In case any Optional item offered by the bidder with main item, the rate of Optional item should be included in the rate of the main item. If the bidder quotes any rate for Optional item separately, in that case the rate for main item shall be taken in account for evaluation and supply of Optional item. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.

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

- 7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder's qualifications to perform the contract if its Bid is accepted.
- 7.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- a) that, in the case of a Bidder offering to supply Goods of indigenous/ import under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. In this regard, the Bidder should submit an Authority Letter from their manufacturers.

In case of an item comprising group of sub-items, then Bidder may give Manufacturer's authorisation for main item from the Principals and other sub-items from other manufacturer's of his choice (indigenous/ imported) for which Bidder need not to submit Manufacturer's Authorization as per the Tender format.

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

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

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

- 8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.
- 8.2 The documentary evidence of the Goods' and Services' conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:
- a) a detailed description of the Goods essential technical and performance characteristics;
  - b) **a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.**
- 8.3 For purpose of the commentary to be furnished pursuant to clause 8.2(b) above, the Bidder shall note that standards for workmanship, material and item, and reference to brand names or equipment, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

9.

[A] **BID SECURITY/EMD**

- 9.1 **The Bidder shall furnish, as part of its Bid, Security as indicated in Invitation for Bids (IFB)/ Press Tender Notice, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB. The Bid Security shall reach as per IFB.**
- 9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.
- 9.3 **The Bid Security shall be in the form of Demand Draft/Banker's Cheque in favour of M/s HSCC (India) Limited, payable at Noida or New Delhi from a Nationalised/ Scheduled bank.**
- Any bid received without Bid Security and with short of validity period as per tender requirements shall be rejected and shall not be considered for bid opening.**
- 9.4 Any Bid not secured in accordance with paras 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the techno-commercial & price bid will be treated as invalid.

- 9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by, clause 10.
- 9.6 The successful Bidder's Bid Security will be discharged upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.
- 9.7 The Bid Security may be forfeited:
- a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or
  - b) in the case of a successful Bidder, if the Bidder fails:
    - i) to sign the contract in accordance with Clause 23 ;
    - ii) to furnish Performance Security in accordance with Clause 24.
    - iii) if the bidder does not accept an error correction pursuant to clause 17.2
- 9.8 No interest will be payable by the Purchaser on the Bid Security.

9

[B] **Bid Document Fee:**

**Bid Document Fee is Rs.3000/-. Bid Document Fee paid is non-refundable and the Bid Documents are non-transferable. Bidders will deposit the Bid Document Fee at HSCC office at Noida or attach along with Bid security of techno-commercial bid in case of downloading of tender document from website. Bid document Fee should be either in Cash or through crossed account payee Demand Draft drawn in favour of HSCC (I) Ltd. drawn on any nationalized/Scheduled bank payable at NOIDA/New Delhi.**

**Any bid received without Bid Document Fee shall be rejected and shall not be considered for bid opening.**

**The bidder can contact HSCC, for any clarification in the matter.**

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

10.1 **Bids shall remain valid for 120 days after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.**

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause 9[A] shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

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

## 11. PREPARATION AND SIGNING OF BID:

- 11.1 The Bidder shall prepare single stage Two part bids, i.e. Techno Commercial Bid (un-priced) and Price Bid. All Techno-commercial & Price Bid Formats of the bid document should be duly filled by the Bidders.
- 11.2 Unless otherwise mentioned, the bid shall contain all the documents including technical literature, catalogues, order copies, clients/end-user certificates for satisfactory performance of the goods offered, balance sheets etc. as per the requirement of Tender. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised to bind the Bidder to the contract. **The authorisation shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Bid.**
- 11.3 The Bid shall contain no inter-lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

## 12. SUBMISSION OF BIDS:

### 12.1 SEALING AND MARKING OF BIDS:

The Bidders shall seal the Bid in an inner and an outer envelope duly marking the envelopes, separately as “Techno-commercial Bid (un-priced)”, “Price Bid” and “Bid Security & Proof of payment of Bidding Document Fee” in a third envelope and all these three envelopes enclosed in another sealed envelope duly marked.

### 12.2 The inner and outer envelopes shall be:

- (a) Addressed to Chief General Manager (Projects & BD), HSCC (I) Ltd., Plot No. E-6 (A), Sector - 1, NOIDA – 201 301 as indicated in IFB:
- (b) bear (the Project name), the Press Tender Notice reference, and the words "DO NOT OPEN BEFORE.....(the bidder has to put the date and the time of bid opening)

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

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

It is responsibility of the bidder to ensure that Bid along with EMD & Bid Document Fee whether sent by post or by person must reach to the office of Chief General Manager (Projects & BD), HSCC (India) Ltd., E-6 (A), Sect-1, Noida-201301 (U.P.) by the specified submission date & time as per the bid document.

The Bid Security & Bid Document Fee should be in the form of Demand Draft in favour of HSCC (India) Ltd., drawn on any Nationalized/Scheduled Bank, payable at Delhi/Noida and must reach the office of Chief General Manager (Projects & BD), HSCC (India) Ltd., E-6A, Sect-1, Noida-201301 (U.P.) by the specified submission date & time as per the bid document.

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

13.1 As indicated in the Press Tender Notice/IFB.

13.2 Bids must be received by the Purchaser on the specified date and time as mentioned in the bid document. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

A bid which is received after the specified date & time for receipt of the bids will be treated as late bid & will be ignored.

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

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

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

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

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

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

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

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

15.1 The Purchaser will open the Techno-commercial bid only, in the presence of Bidder's representatives who choose to attend, in the HSCC office, on the due date and time as

mentioned in the IFB. The Bidder's representatives who are present shall, sign a register evidencing their attendance. The Bidders' representatives shall furnish letter of Authority as per bidding document format from their principals to attend the Bid opening.

- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security, Document fee and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially suitable and comply with the Bid will only be opened on a date to be intimated later to these bidders.
- 15.4 Bids that are not opened at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall not be considered and returned unopened to the bidders.
- 15.5 Non-submission of Bid Security & Bid document fee by any bidder will render the bidder invalid and such bidder's bid will not be considered.

#### 16. **CLARIFICATION OF BIDS:**

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

#### 17. **PRELIMINARY EXAMINATION:**

- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected (unless in the opinion of the purchaser there is an obvious error in the unit rate, in which case the total price against item would prevail and unit rate shall be corrected accordingly). If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.
- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these

Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning **Performance Security (GCC Clause 6) Warranty (GCC Clause 26). Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Bid Form (SCC Clause 6)** 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.

**In case of any deviation to the Warranty (GCC Clause 26), Force Majeure (GCC Clause 17) and Applicable law (GCC Clause 22) in the Techno-commercial/ Price Bid, the Bid Form, signed and accepted by the Bidder, which stipulates acceptance of all the terms & conditions of tender document, shall super cede all other terms & conditions given in the tender by the Bidder.**

- 17.5 In normal circumstances if a bid is not substantially responsive, it will be rejected by the purchaser.
18. **EVALUATION AND COMPARISON OF BIDS:**
- 18.1 The Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation.
19. **CONTACTING THE PURCHASER:**
- 19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.
- 19.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.
20. **AWARD OF CONTRACT:**
- 20.1 **AWARD CRITERIA:**
- Subject to Clause 22, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be techno commercially acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.



21. **PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The Purchaser reserves the right at the time of award of contract to increase/decrease the total quantity of Goods and services for which bids have been invited by up to 25% of their value.

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

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

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

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

23.2 Upon the successful Bidder's returning back one copy of the order within 3 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9[A], and also discharge Bid Security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

24.1 Within 10 days of the date of notification under Clause 23.1 the Successful Bidder shall furnish the Performance Security/Security Deposit for 5% of the contract price in the form of a Demand Draft/Bank Guarantee valid during the warranty period of 1 year from installation & commissioning of item, drawn in favour of HSCC (INDIA) Limited payable at Noida from a Nationalised/Scheduled 1<sup>st</sup> Class bank.

24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, in which event the Purchaser may go for fresh tendering.

25. **LOCAL CONDITIONS:**

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

**Chief General Manager (Projects & BD)**

## SECTION-II

### GENERAL CONDITIONS OF CONTRACT (G.C.C.)

#### 1. DEFINITIONS:

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

- (a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).
- (b) "The Contract Price/All inclusive lump sum Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all of the equipment, instruments, item and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
- (e) "The Purchaser" means the organisation purchasing the Goods i.e. Director, Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases (LRSI), New Delhi, acting through their Consultants HSCC (I) Ltd.
- (f) "The Supplier" means the individual or firm supplying the Goods and services under this contract;
- (g) "Consignee" means where the Goods are required to be delivered at the destination, i.e. Consignees address is Director, Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases (LRSI), New Delhi.

#### 2. APPLICATION:

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

#### 3. STANDARDS:

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

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

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

5. **PATENT RIGHTS:**

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

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

- 6.1 Within 10 days after the Supplier's receipt of award notification and order copies of the contract, the Supplier shall furnish performance Security to the Purchaser in the amount specified (IFB) in the document.
- 6.2 The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the expiry of the period stated in clause 6.3.
- 6.3 The Performance Security unless deposited under GCC clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the suppliers performance obligations, including the warranty obligations under the contract.

7. **INSPECTION & TESTS:**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the

Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.

- 7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier (s) at point of 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 the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' delivery to the Consignee shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.
- 7.5 Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

## 8. **PACKING:**

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods' final destination and absence of heavy handling facilities at all points in transit.
- 8.2 The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:
  - (a) a packaging note quoting the name of the purchaser
  - (b) the number and date of order
  - (c) nomenclature of the goods
  - (d) schedule of parts for each complete goods giving part number with reference to assembly
- 8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods due to faulty protective & insecure packing and shall arrange for prompt replacement.

9. **DELIVERY & INSTALLATION:**

9.1 **Delivery of the Goods (1.5 TR Split Air Conditioners along with 4 KVA Stabilizers )shall be made by the Supplier within 14 days** from the date of contract and **installation and commissioning to be done within 7 days thereafter. The total period of completion is 21 days ( 3 weeks) from the date of placement of order.** In case spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer spare parts and tools for delivery along with the main Goods only and not before.

10. **INSURANCE:**

10.1 The Goods **(1.5 TR Split Air Conditioners along with 4 KVA Stabilizers )** supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery at site. Insurance policy shall be valid upto date of installation & commissioning of goods at site. Proof of Insurance shall be made available before issuance of dispatch clearance.

10.2 For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" (final destination) on "all risks" basis including war, risks, strikes, erection, storage, fire, theft, terrorism, natural calamities etc. In any event the Goods are at the suppliers risk and should be under valid Insurance policy until their delivery, installation & commissioning at site.

11. **TRANSPORTATION:**

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

12. **PAYMENT:**

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

12.2 **FOR INDIGENOUS GOODS & IMPORTED ORIGIN GOODS QUOTED IN INDIAN RUPEES:**

Both, for Indian origin goods quoted directly by Indian manufactures only as well as for imported origin goods quoted in Indian Rupees by Indian Agents duly authorized by foreign manufacturers as per tender conditions. To be read in conjunction with clause 6.0 of ITB.

- i) **80% of the invoice value** will be made within 30 days as per provisions in Clause GCC 15 on receipt of following necessary documents:
- 1). Country of Origin Certificate
  - 2). Packing List
  - 4). Internal Factory Inspection Report and Quality & Quantity Certificate
  - 5). Warranty Certificate
  - 6). Insurance certificate valid up to installation & commissioning of Equipment/instrument/goods at site
  - 7). Invoice
  - 8). Dispatch Clearance Note of HSCC
  - 9). Consignee Receipt Certificate from Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases, New Delhi, /HSCC
  - 10). Transportation Invoice
- ii) **Balance 20% payment** subjected to clause 6.1 of ITB will be released within 30 days, upon receipt of following documents as per provisions in Clause GCC 15.
- 1). Satisfactory Installation & Commissioning Certificate from the Consignee and Consignee Receipt Certificate from Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases, New Delhi, /HSCC.
  - 2). Invoice
  - 3). Warranty Certificate

All such Invoices/Certificates/Reports as mentioned above shall be addressed as:

**Director, Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases,  
New Delhi,**

**Through**

**HSCC (India) Ltd., Noida (UP).**

- 12.3 **The stores (both Indian & Import origin goods) should be despatched only after ensuring prudent inspection carried out by the team experts from HSCC/LRSI and proof of such documents submitted to HSCC for the goods inspected. Inspection team shall carry-out testing of goods and submit test reports along with confirmation of item-wise technical compliance of the goods with respect to tender specifications. HSCC on receipt of such documents shall issue Dispatch Clearance Certificate.**

To enable HSCC to issue Despatch Clearance Certificate, supplier/manufacture is to furnish following documents:

- 1).Country of Origin Certificate
- 2).Internal Factory Inspection Report and Quality & Quantity Certificate
- 3).Warranty Certificate
- 5). Inspection Report for conformity of the offered product to tender specifications

After scrutiny, if the documents found in order, **Dispatch Clearance Note** shall be issued to the supplier.

**No goods (both Indians & Import origin goods) shall be despatched to the consignee before issue of Despatch Clearance Certificate by HSCC.**

13. **PRICES:**

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

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

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

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

14.3 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.

14.4 If at any time during performance of the Contract, the Supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.

15. **LIQUIDATED DAMAGES:**

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

16. **TERMINATION FOR DEFAULT:**

16.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.

- (a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.

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

17. **FORCE MAJEURE:**

- 17.1 Notwithstanding the provisions of Clauses 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this clause and clauses 14.3, 15.1 & 17.3 "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or sovereign or contractual capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4 In case of Force Majeure event, the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraph. In such an event, supplier shall not raise any claim against the Purchaser.

18. **TERMINATION FOR INSOLVENCY:**

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

19. **TERMINATION FOR CONVENIENCE:**

- 19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that



termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

19.2 The goods that are complete and ready for shipment within 20 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For remaining Goods the Purchaser may elect:

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

20. **RESOLUTION OF DISPUTE**

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

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

20.3 Venue of Arbitration shall be at Delhi.

21. **GOVERNING LANGUAGE:**

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

22. **APPLICABLE LAW:**

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

23. **NOTICES:**

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

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

24. **TAXES AND DUTIES:**

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

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

26. **WARRANTY (For Goods, Accessories, Software & Hardware):**

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

26.2 **This warranty shall remain valid (subject to clause 26.4) for 12 months & for 60 months (5 yrs) for Split AC Compressor as duly certified by the appropriate authority after the Goods (Split AC & Voltage Stabilizer) have been satisfactorily installed & commissioned and handed over to the consignee.**

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

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

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

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

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

27. **INSPECTION & TEST PROCEDURES:**

(i) The Stores will be inspected at HSCC's sole discretion before packing at the manufacturer's premises and on receipt at site by Director, Lala Ram Sarup Institute of Tuberculosis &

Respiratory Diseases/HSCC nominated representatives. The decision of Director, Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases /HSCC in the matter of acceptability of the stores will be final and binding. In case Director, LRSI/HSCC desires, the demonstration/inspection and trials/testing shall have to be got conducted at site at no extra cost.

**28 SUPPLY, INSTALLATION AND COMMISSIONING AND WARRANTY SERVICING:  
(IN RESPECT OF GOODS)**

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

**29 TRAINING: (If required)**

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

**30 MANUALS:**

The Supplier has to provide **three sets** of operation manuals and maintenance manuals along with each goods to each consignee and one set of Operation & Maintenance Manual is to be provided to Purchaser while claiming 80% payment. The maintenance manual should give details up to component level and the faultfinding procedure with detailed illustrations.

**31 JURISDICTION:**

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

**Special Note: (Forming part of SCC).**

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

**Chief General Manager (Projects & BD)**

**SECTION-III**  
**SPECIAL CONDITIONS OF CONTRACT**

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

1. The Performance Security unless deposited under GCC Clause 6.2 will be discharged by the purchaser not later 30 days following the date of completion of the supplier's performance obligations, including the Warranty obligations under the contract.
2. Insurance: For delivery of goods at site, the insurance including transit insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war, risks, strikes, erection, storage, fire, theft, terrorism, natural calamities etc. In any event the Goods are at the Supplier's risk and should be under valid Insurance Policy until their delivery, installation & commissioning at site.
3. For Import origin goods quoted, the Supplier or the Indian agent shall have to arrange at his own cost for all import/custom clearance handling formalities. Purchaser shall not provide the CDEC (Custom Duty Exemption Certificate), Octroi Exemption Certificate, etc. wherever required.

**4. A. Minimum Qualification Criteria :**

Qualifying Minimum Requirements:

(To be supported with documentary evidence strictly as per instructions given as foot-note under Proforma for Performance Statement)

- i) **Bidder should be a regular manufacturer or an authorised agent for the type of stores offered.**
- ii) **An authorised Indian agent could be only for an imported origin goods duly authorized by the foreign principal quoting through the Indian agent.**
- iii) In case of a goods comprising of assembly of items, then the manufacturer/agent may give Self Manufacturer's/Manufacturer's authorisation for main item.
- iv) The experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following: -
  - a) Three similar completed works each costing not less than the amount equal to 40% of estimated cost.
  - b) Two similar completed works each costing not less than the amount equal to 60% of estimated cost.
  - c) One similar completed work costing not less than the amount equal to 80% of estimated cost.

**One completed work** of any nature (either part of 4 iv. or a separate one) costing not less than the amount equal to 40% of the estimated cost with some Central/State Government organization/Central Autonomous body/Central Public Sector Undertaking. The certificate should not be more than six months old.

**Similar work** here means Supply and Installation of Split Air Conditioners.

- d) The Bidders shall furnish “**End User Certificates**” which shall indicate end-users contact details i.e. name, phone/fax/mobile nos. etc. Bidders shall also certify that they have not supplied goods with similar specification to any other organisation, at prices lower than the rates offered in response to the present IFB.
- v) Foreign bidder’s performance report shall include same Indian agent by which this current bid is quoted.
- vi) Alternatively foreign bidder’s performance in India could be seen in isolation in the event of quoting through new Indian agent duly authorized by him.

**B. Other eligibility requirements:**

- i) Bidder should have a present installed capacity/sales capacity to match the delivery requirements.
- ii) **The Bidder should submit audited balance sheets for the last 3 years (2008-09, 2009-10, 2010-11) duly signed and stamped by Chartered Accountant with their Membership Number and Profit & Loss Account along with audited report for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.**

Notwithstanding anything stated above, the purchaser reserves the right to assess the capability and capacity of bidder to perform the contract.

- iii) The firm should submit an affidavit duly notarized that they have not abandoned any work of Union Government / State government/ PSU’s etc. during the last 5 years. They should submit an affidavit that they have not been blacklisted, debarred, declared non performer or expelled by Union Government / State Government/ PSU’s etc. during the last 5 year (1<sup>st</sup> April 2007 – 31<sup>st</sup> March 2012).
- iv) Clause 13 shall apply for the relevant items.

- 5. **Five years Performance Statement:** Bidders should give performance statement of orders for similar items satisfactorily executed to sizeable value both in quantity & cost in comparison to **goods** offered in the price bid.
- 6. **Bid Form: To be submitted by all bidders as per format enclosed. In case Bid Form is not submitted by the bidder as per format, their bid shall be liable for rejection.**
- 7. In respect of goods (1.5 TR Split AC along with 4 KVA Stabilizers ), charges for 1 year warranty along with 5 yrs compressor warranty with all taxes & duties should be added to the rate offered for purpose of evaluation of bids.
- 8. **Miscellaneous:**
  - a) **The bid shall stand rejected if all the items and quantities are not quoted.**

- b) **Evaluation will be made on the basis of rate (inclusive of all charges) offered.**
- d) i) Bidders are requested to quote for the proven and time tested renowned brands of goods/accessories having countrywide reputation and acceptance. The Purchaser, however, reserves the right to decide on it's own as to which of the brand/makes quoted by the bidders are to be considered or not to be considered as proven/reputed, for the purpose of evaluation.
- ii) No bidder for the purpose of offering lowest price shall quote for local brands/refurbished/ reconditioned stores, which are not time tested, as these would be liable for rejection.
- iii) Bidder in their own interest can include items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the commissioning or acceptance or otherwise of the main item of the bidder will be a doubtful proposition.
- f) The Supplier directly or through his Indian agent wherever applicable will be liable for the contractual obligation including delivering the ordered goods and for undertaking satisfactory installation and commissioning etc. including warranty servicing.
9. Bidders are to inspect the site premises and the proposed place of installation of goods and certify their satisfaction that the proposed site is suitable and compatible for the installation of the offered unit. Bidder may take up with consignee for their site visit.
10. Bidders are to ascertain normal power supply fluctuation range and to certify that it is compatible with the offered unit of goods. A guarantee to such effect should be offered by each bidder along with details of electrical appliances proposed to be deployed for taking care of such fluctuation.
11. Bidder's offer should be on a **“Turnkey” basis** for inclusion of all costs incidental to the same.
12. The substantial responsiveness of bidder will be determined as per HSCC'S own qualitative internal assessment in consultation with consignee, and with reference to bidders reasonable level of compliance to various stipulated terms and conditions in the Bid Document, Compliance to submission of various documentary supporting evidence, other related information along with the bid, the degree of performance status, and high order value execution for prestigious good clients etc. weight-age given to bidder on qualitative basis by the evaluation committee, besides other merits of the bidder such as proven source market reputation, past experience and feed back gained in respect of bidder etc. Accordingly, in line with the above, the purchaser reserves the right as not liable to bidder on account of this prudent internal assessment and that bidder shall have not claims whatsoever.
13. **Bidders must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilisers, U.P.S. etc. required for successful installation testing and commissioning of the system and the rate should include all such costs, each item is to be considered a package in itself and suppliers to execute the order package on a “turnkey basis” including all civil, electrical, air-conditioning & allied requirement for the goods, at**

**the site allocated by Director, Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases, New Delhi.**

14. Every effort has been taken to put forth general specifications in this bid documents. If inadvertently, any of the specification drawn happens to match with the specifications of any one particular firm's product only, in respect of critical parameters, than it will not automatically mean that this particular firm's offer is only technically suitable. In general, the specifications offered by other firms will be assessed in their own entirety to ascertain whether or not the broad functions in general expected of the goods are available with reasonable tolerance on the desired requirements of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.
15. Bidders who have paid the Bid Document Fee as per Clause 9[B] of ITB & Bid Security as per Clause 9[A] of ITB are only eligible to quote.
16. The supplier/manufacturer shall be made responsible for organising timely clearance/delivery of the goods and shall also arrange to transport the goods to the destination including installation and commissioning of the same. Necessary insurance shall also be arranged by the supplier/manufacturer covering all these activities including transit insurance from destination to destination.
17. To ensure timely completion of project, in the event of receipt of only one bid or few bids received for any item/group not fully meeting all tendered conditions, then the tender committee constituted could take prudent decision to accept the offer(s) which first comply by legitimately relaxing any one non stringent condition without affecting major functional requirement.
18. **The following clause needs to be read in conjunction with Clause 6 of ITB and Clause 26.2 of GCC & will prevail upon the description given for warranty elsewhere in the tender document/ with item Specifications.**

**Warranty for goods:**

Supplier/Manufacturer should provide 1 year full onsite comprehensive warranty with spares from the date of installation & 5 yrs warranty for compressor. Warranty will start only from the date of final acceptance of the goods at the department and price quoted inclusive of these criteria.

**98% up-time warranty period** of complete goods with extension of Warranty period by double the down time period (with downtime not more than 48 hours) on 24 hrs. x 7 days x 365 days basis.

19. If bidder has any additional advanced applications or technique available with them, the same may be quoted as option. Optional item(s) price(s) should be included in the quoted rate as per BOQ formats of the Price Bid.

Note: Rates of optional items if quoted separately by the bidders shall not be considered for price evaluation. The price of any item quoted as optional item by the bidder but which is actually part of standard tender specification, shall be considered together with quoted rate of tendered items, for evaluation purpose.

**Chief General Manager(Projects & BD)**

## **FORMATS**



## **BID FORM**

IFB No HSCC/LRSI/PG-I/107/Split- AC/2012

Dated : \_\_\_\_\_2012

To : Director,  
Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases, New Delhi.  
Through  
HSCC (India) Ltd.  
E-6(A), Sector –I, Noida (U.P.) 201301

Having examined the Bidding Documents including Addenda Nos. \_\_\_\_\_ (insert number), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, installation , testing and commissioning of **1.5 TR Split Air Conditioners along with 4 KVA Voltage Stabilizers** at Lala Ram Sarup Institute of Tuberculosis & Respiratory Diseases, New Delhi.in conformity with the said Bidding Documents in accordance with the rates and quantities of BOQ attached in the Price Bid and made part of this Bid.

**We confirm that we quote rates for all items of all groups of the BOQ of the Price Bid.**

We undertake, if our Bid is accepted, we will submit performance security in a sum of equivalent to 5% of the Contract Price for the due performance of the contract and deliver the Goods in accordance with the Delivery Schedule specified in the Schedule of Requirements.

We abide by this bid for the Bid validity period 120 days as specified in Clause 10.1 of ITB and it shall remain binding on us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

We understand that you are not bound to accept the lowest or any bid you may receive

**We agree to accept all terms & conditions of the tender document.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_20\_\_\_\_

Signature \_\_\_\_\_  
(in the Capacity of \_\_\_\_\_  
Duly Authorized to sign bid for and on behalf of \_\_\_\_\_

**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**

<b>Financial Information in Rs. equivalent</b>	<b>For year 2008-09</b>	<b>For year 2009-10</b>	<b>For year 2010-11</b>
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 (2008 -09, 2009-10, 2010-11,).**
2. **Attach recent Solvency Certificate from Banker not older than one year old.**

**Performa for Performance Statement (for a period of last five years)**

(Please read foot-note below)

IFB No HSCC/LRSI/PG-I/107/Split-AC/2012 dt. 10.10.2012

Name of Item offered \_\_\_\_\_ Date of Opening \_\_\_\_\_ Time \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Firm \_\_\_\_\_

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

Signature and seal of the Bidder \_\_\_\_\_

**Note: This form will be considered complete only if duly filled and supported with proof of satisfactory client's certificates along with respective order copies (scanned copies) & same shall be applicable for assessing single order execution criteria as per SCC clause 4A (iv) of this document.**

### Technical Compliance

IFB No HSCC/LRSI/PG-I/107/Split-AC/2012 dt. 10.10.2012

Schedule Ref. (1)	Tendered Technical Specifications (2)	Technical specifications of goods offered by bidder (3) Model/Make	Compliance w.r.t. tender specification (4)	Deviation w.r.t. tender specification (5)	Remarks (6)

The information given above is factual & based on product specification details as per the latest catalogues/ product data sheets and technical literature enclosed.

**Signature of the bidder & seal:**

**COMMERCIAL COMPLIANCE FORMAT**  
**(BIDDER MUST REFER ALL TERMS & CONDITIONS OF THE BID DOCUMENT IN DETAIL)**

<b>IFB No.:</b>		IFB No HSCC/LRSI/PG-I/107/Split-AC/2012	
<b>Name of the Bidder:</b>			
<b>Tender invited for</b>		<b>Supply, Installation, Testing &amp; Commissioning of 1.5 TR Split Air Conditioners along with 4 KVA Voltage Stabilizers, New Delhi.</b>	
<b>S. No.</b>	<b>Qualification Criteria</b>	<b>Clause Reference</b>	<b>Compliance details with reference page no. of the Bid submitted by the bidder</b>
1.	Name of Manufacturer		(Mentioned the name of Manufacturer)
2.	Country of origin		(Mentioned the name of Country of origin)
3.	Bid Security details DD no./Banker's Cheque No. Bank & Branch Amount-	ITB Clause 9(A)	(Mentioned the details)
4.	Bid Document Fee by DD/ Cash If DD furnish the details; DD no. Bank & Branch Amount.	ITB Clause 9(B)	(Mentioned the details)
5.	Manufacturer's Self Authorization/Manufacturer's Authorization	ITB Clause 7.2 (a) & SCC Clause 4A	
6.	All items & respective quantities of all groups quoted	ITB Clause-6 SCC Clause 8(a)	

7.	Bid Validity (120 Days)	<i>ITB Clause 10</i>	
8.	Bid Form	<i>SCC Clause 6</i>	
9.	Bid Price	<i>ITB Clause 6 &amp; SCC Clause 7</i>	
10	Optional Item(s)	<i>ITB Clause 6.5</i>	
11	Taxes & Duties and all other charges are included in the quoted rate	<i>ITB Clause 6 SCC Clause 7</i>	
12	Turnkey	<i>SCC Clause 11 &amp; 13</i>	
13	Inspection and Tests	<i>GCC Clause 7, 12.4 &amp; 27</i>	
14	Delivery and installation Schedule	<i>GCC Clause 9.1</i>	



15	Insurance (110% upto installation)	<i>GCC Clause 10</i>	
16	Transportation	<i>GCC Clause 11</i>	
17	Force Majure	<i>GCC Clause 17</i>	
18	Payment Terms	<i>GCC Clause 12</i>	
19	Warranty 1 year for 1.5 TR Split AC & 4 KVA Voltage Stabilizer along with 5 Yrs Compressor Warranty for Split AC.	<i>GCC Clause 26</i>	
20	Authority/Power of Attorney for signing of bid	<i>ITB Clause 11.2</i>	
21	Jurisdiction	<i>GCC Clause 31</i>	
22	Applicable Law	<i>GCC Clause 22</i>	

23	Five Years Performance Statement	SCC Clause 5	
24	Minimum qualification criteria	SCC Clause 4(A)	
25	Documentary Evidence to substantiate the above (End Users' certificate)	SCC Clause 4(A)	
26	The bidder should submit balance sheet for the last 3 years to enable the purchaser to assess whether the bidder is a profit making concern or not	SCC Clause 4B (ii)	
27	Acceptance to all Terms & Conditions of the Bid Document	ITB 17.4	
28	Certificate of Incorporation		
29	Affidavit	SCC 4 B (iii)	

**CONSIGNEE RECEIPT CERTIFICATE**  
(To be given by consignee's authorised representatives)

IFB No HSCC/LRSI/PG-I/107/Split-AC/2012 dt. 10.10.2012

The following Goods (Quantity mentioned against each) has/have been received in good conditions along with a copy of inspection report.

1. Name of items supplied .....
2. Quantity.....
3. Group.....
4. Against HSCC P.O. ref. dated.....
5. Date of receipt of Consignee.....
6. Date of Installation & Demonstration.....
7. Signature of Authorised representative of Consignee with date .....

Date:

Place:

Seal of Consignee

**MANUFACTURER'S SELF AUTHORIZATION FORM**

IFB No HSCC/LRSI/PG-I/107/Split-AC/2012

Dated 10.10.2012

To

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

Dear Sir,

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (name and description of goods offered) having factories at \_\_\_\_\_ (address of factory) do hereby submit a bid, and sign the contract with you against the above IFB. No.....

No company or firm or individual other than M/s \_\_\_\_\_ (name of the manufacturer) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

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

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**MANUFACTURER'S AUTHORIZATION FORM**

IFB No HSCC/LRSI/PG-I/107/Split-AC/2012

Dated 10.10.2012

To

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

Dear Sir,

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (Name and Description of Goods offered) having factories at \_\_\_\_\_ (Address of Factory) do hereby authorize M/s \_\_\_\_\_ (Name & Address of the Indian Agent) to submit a bid, and sign the contract with you against the above IFB. No.....

No company or firm or individual other than M/s \_\_\_\_\_ (Name of the Indian Agent) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for the goods and services offered 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 manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer.

## CONTRACT FORM

IFB No HSCC/LRSI/PG-I/107/Split-AC/2012 dt. 10.10.12

**THIS AGREEMENT** made the .....day 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 Bid Submitted;
  - (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**

Signature, Name & Seal of the Bidder



**PERFORMANCY SECURITY FORM FOR BANK GUARANTEE**

IFB No HSCC/LRSI/PG-I/107/Split-AC/2012 dt. 10.10.12

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 the .....day of.....20.....

Signature and Seal of Guarantors

.....

.....

.....

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

Address:.....

.....

.....

Name of the Bidder:

### CHECK LIST FOR BIDDERS

(Bidders must fill-up this Section in all respects and submit with un-priced bid)  
IFB No HSCC/LRSI/PG-I/107/Split-AC/2012 dt. 10.10.12

Line Item No.:

Sr.	Document	Bidder's Confirmation ( confirmed / not confirmed )	Page No. in the bid	Remark
1.	Bid document fee submitted.			
2.	EMD submitted along with details i.e. item no., item description, amount etc.			
3.	Bid form as per the Bid document submitted on the letter head of the company.			
4.	Manufacturer's authorization form as per Format given in the Bid document on the letter head of the company.			
5.	Original copy of Power of attorney (on non- judicial stamp paper of appropriate value) of the signatory to the signing Bidding Document.			
7.	Technical Compliance Statement submitted			
8.	Commercial Compliance Statement submitted			
10.	Audited Balance sheet ( <b>duly signed by the CA</b> ) for the last 3 financial years (i.e. <b>2008-09, 2009-2010 &amp; 2010-11</b> ).			
12.	Full set of Bid document along with its Addendum / corrigendum, has been signed on all pages (with company seal affixed) and submitted with un-priced bid.			
13.	BOQ of Price Bid has been filled-up strictly as per Format given in bid document.			
14.	Rates of all items of all Groups of BOQ format of Price Bid have been duly filled by hand and submitted in a separate envelop.			
18	Affidavit (No conviction )			



**Important Note:**

- 1) All pages of bid submitted should be page numbered and indexed.
- 2) The bidder may also go through the check list and ensure that all the documents / confirmed listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA.

Signature with Date \_\_\_\_\_  
Name & Designation With Company's Seal \_\_\_\_\_

**ECS Format required with every bill for payment of more than Rs.1, 00,000 (Rupees One lakh only).**

1. Name of the Beneficiary & address : -----
2. Name of Beneficiary's Bank : -----
3. Name of Beneficiary's Bank Branch. : -----
4. A/c No. Current /Saving : -----
5. IFSC/RTGS/ECS No. of Beneficiary's Bank Branch. (Please give complete Number) : -----
6. Account of Remittance : -----

**NOTE:-**

1. The Bank should be Computer Based Service
2. Should be on Letter head of the vendor
3. A copy of Bank cheque in case of ECS.

(Signature of Beneficiary)

Name -----

Designation -----

Date -----

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## Technical Specification

**Scope of Work-** Supply installation, testing and commissioning of SPLIT AIR CONDITIONER-1.5 TON 5-Star along with Stabilizer at Private Ward of LRSI Hospital, NewDelhi.

### 1. Split Air Conditioner 1.5 Ton-5 Star

The Split Air Conditioner should be thermostatic controlled and capable of performing the functions as cooling, dehumidifying, air circulating and filtering

- **General Feature**

Type	-	Wall Mounted Split Air Conditioner
Capacity	-	More than 5200 W Cooling
Functions	-	Cooling
Compressor	-	Rotary (Tecumseh/Matsushita/Emerson/Carrier/Hitachi/ Voltas/ Daikin O-General/LG/Whirlpool and shall be covered by manufacturer's test certificate.)
Refrigerant-		R22 (or non-CFC refrigerant R-410 in case of Eco friendly Split Air Conditioner)

- **Performance**

Air Flow Volume - More than 700m<sup>3</sup>/hr

- **Mode**

Dry Mode and Cool Mode should be in performance  
Other modes like Auto, Fan, Auto Power Save Mode, Sleep Mode

- **Filters**

Anti-bacterial filter  
Filter pad should be washable

- **Power**

Energy rating	-	<b><u>BEE for 5 Star rating</u></b>
Energy		
Efficiency Ratio (EER)	-	3.30 w/w Minimum (Cooling)
Running Current	-	7.2 Amp Approx.
Power Requirement	-	230 V, 50 Hz, 1 Phase

- **Other feature**

- Remote cordless control with LCD/LED display should be provided with Auto restart
- ON/Off Timer, Selectable
- Digital temperature control, setting of temperature

- Automatic temperature control and cut-in and cut-out for temperature range 16°C to 30°C. The differential of the Thermostat shall not be greater than  $\pm 1.75^\circ\text{C}$
- Display should be provided on indoor unit and handset
- 3 Step Fan Speed,
- Air Swing
- Sound Level (Indoor Unit)- Less than 45 dB
- Total Power Input -1550 W (Approx)

Outdoor unit of the air conditioner should be fitted with discharge cooled type rotary compressor operating on Refrigerant R-22. The electric motor shall be equipped with capacitor and protected by the overload protector and shall be mounted on resilient mountings for quiet operation. Cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 -7 m length with requisite number of bends of standard radius. The wall thickness of Connecting Copper tube should not be less than 0.7mm. The thickness of the base of the outdoor unit cabinet shall be 1.20mm and 0.70mm for the rest of the body of the unit and fabricated with Galvanized sheet (coating thickness of 120g/sq.m for galvanization) and stiffeners and the casing should have rounded corners and coated with corrosion protection like plastic powder coating, electrostatic painting/primer coating followed by stove enameled finish. Indoor units shall be impact resistant, flame resistant wall mounted.

- **Installation :**

Mounting/Fitting at the Indoor and Outdoor units should be including laying of Refrigerant piping and 15mm drain piping at consignee's site. The suction piping should be insulated with expanded Polyethylene foam with 5mm thick tubing and both the pipes should be covered / concealed inside the room aesthetically. Leak testing and Charging of Refrigerant gas in the unit. Suitable electrical wiring with earthing.

## 2. Stabilizer

- **Capacity- 4 KVA**

Application	: Up to 1.5 ton AC
Input Voltage	: 145 -280 Volts
Output Voltage	: 230 Volts
Out Put socket Silver coated	: 30 A
Cabinet Housing	: M.S with primer coating followed by Stove enameled paint/powder coating
Power Cable	: 3 mtrs 3 pin ISI 3 core 2.5 sq.mm