

TENDER DOCUMENT



GOVERNMENT OF MADHYA PRADESH DEPARTMENT OF MEDICAL EDUCATION

TENDER NO. : CPC/KITCHEN-EQP/13-14/14 SECOND CALL

**FOR SUPPLY OF (Name of Item): SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF KITCHEN EQUIPMENTS
TO GOVERNMENT / AUTONOMOUS MEDICAL
COLLEGES & ASSOCIATED HOSPITALS AT 1
INDORE, 2-BHOPAL, 3-GWALIOR, 4-
JABALPUR, 5-REWA AND 6-SAGAR.**

**CONTRACT DOCUMENT CONSISTING OF TENDER NOTICE, TENDER
FORM, RATE SHEET, TENDER CONDITIONS, SPECIFICATIONS AND
TECHNICAL PARTICULARS, FORM OF AGREEMENT ETC.**

**ISSUING AUTHORITY
CHAIRMAN, PURCHASE COMMITTEE &
DEAN, M.G.M MEDICAL COLLEGE,
A.B. ROAD, INDORE (M.P.)**

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GOVERNMENT OF MADHYA PRADESH

DEPARTMENT OF MEDICAL EDUCATION

NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF KITCHEN EQUIPMENTS FOR GOVERNMENT / AUTONOMOUS MEDICAL COLLEGES & ASSOCIATED HOSPITALS AT INDORE, BHOPAL, GWALIOR, JABALPUR, REWA & SAGAR. UNDER MEDICAL EDUCATION DEPARTMENT, BHOPAL, M.P. UNDER RATE CONTRACT

BID REFERENCE : CPC/KITCHEN-EQP/13-14/14 SECOND CALL

PRE BID MEETING : 08.07.2013 11:30 AM

Key Dates : Single Submission MultiOpening With Prequalification

Seq No	DME Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Tender Preparation And Release of NIT	-	25-06-2013 10:00	28-06-2013 17:00
2	-	Tender Purchase - Online	28-06-2013 17:01	19-07-2013 20:30
3	-	Tender Download	28-06-2013 17:01	20-07-2013 20:30
4	-	Submit Bid - Hash Online	28-06-2013 17:01	21-07-2013 20:30
5	Close for Bidding - Generation of Super Hash	-	22-07-2013 11:00	22-07-2013 13:00
6	-	Submit Bids Online - Re-encryption	22-07-2013 13:01	23-07-2013 20:30
7	Open EMD & Technical / PQ bid	-	25-07-2013 11:00	29-07-2013 10:00
8	Open Financial / Price-Bid	-	29-07-2013 11:00	29-07-2013 17:00

Last date for submission of original EMD and other relevant documents is 24.07.2013 upto 17:30 pm. All key dates are tentative and subject to be changed as per procurer requirement all the information regarding this will be floated only on <http://dme.mpeprocurement.gov.in> portal.

PLACE OF OPENING OF BIDS : Tender will be open online as per key dates at <http://dme.mpeprocurement.gov.in>

ADDRESS FOR SUBMISSION OF PHYSICAL TENDER DOCUMENTS : Chairman, Purchase Committee & Dean
M.G.M. Medical College,
A.B. Road, Indore – 452 001 (M.P.)
Telephone: 0731-2438271, 2526112,
2527383
Fax : 0731-2514628
Website: <http://dme.mpeprocurement.gov.in> ,
Email: cpc2013mgmmc.indore@yahoo.com,

Note: Tender can be downloaded from the website “<http://dme.mpeprocurement.gov.in>” by making on line payment of Rs. 610/- (Rs. Six Hundred Ten only).

and

Cost of tender form in the form of DD of Rs.5,000/- in the name of Dean, M.G.M. Medical College, Indore payable at Indore (M.P.) should be submitted in a separate Envelope marked “Tender Fee” along with physical documents, failing which the tender will be rejected.

**GUIDELINES TO BIDDERS FOR IMPLEMENTATION OF
e-PROCUREMENT SYSTEM IN DEPARTMENT OF MEDICAL
EDUCATION, GOVERNMENT OF MADHYA PRADESH**

<http://dme.mpeprocurement.gov.in>

Note: These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of Bidders on e-Procurement System:

All the Bidders (Contractors/Vendors) registered / intending to register with DEPARTMENT OF MEDICAL EDUCATION are required to register on the e-Procurement System on the website <http://mpeprocurement.gov.in> and get empanelled on <http://dme.mpeprocurement.gov.in> in order to participate in restricted tenders processed by DEPARTMENT OF MEDICAL EDUCATION using the e-Procurement System.

The Bidders (Contractors) registered with other departments who are also eligible to participate in tenders processed by DEPARTMENT OF MEDICAL EDUCATION are also required to be registered on the e-Procurement System on <http://mpeprocurement.gov.in>.

Bidders who are already registered on <http://mpeprocurement.gov.in> can use their existing User Id to login and participate in online tenders floated by DEPARTMENT OF MEDICAL EDUCATION

Digital Certificates:

The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note: It may take up to 4 working days for issuance of Class III Digital Certificate, hence the bidders are advised to obtain them at the earliest.

The Bidders may obtain more information on Digital Certificate from

NexTenders (India) Pvt. Ltd.

A - 6, Sahyog Parisar Opp. Makhanlal Chaturvedi University,

E - 8, Shahpura, Bhopal - 462 039 (M.P.) Ph. No.: 0755 - 407 50 10

Email: Bhopal@nextenders.com

Important Note:

Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and sign the hash during the ONLINE BID PREPARATION AND HASH SUBMISSION stage.

In case, during the process of a particular tender, the bidder loses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online.

Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security to be used whenever required.

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.

In case of Private Limited Company, Public Limited Company, the Managing Director / any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online tenders as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

2. Set Up of Bidders' Computer System:

In order for a Bidder to operate on the e-Procurement System, the Computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. A help file on setting up of the Computer System can be obtained from e-Procurement Cell.

3. Publishing of N.I.T.: For the Tenders processed using the e-Procurement System, only a brief Advertisement related to the Tender shall be published in the newspapers and the Detailed Notice shall be published only on the e-Procurement System. The contractors can view the Detailed Notice and the time schedule for all the Tenders processed using the e-Procurement System on the website <http://dme.mpeprocurement.gov.in>

4. Key Dates: The Bidders are strictly advised to follow the time schedule (Key Dates) of the Tender for their side for tasks and responsibilities to participate in the Tender, as all the stages of each Tender are locked before the start time and date and after the end time and date for the relevant stage of the Tender as set by the concerned Department Official. However, it is advised to complete the required stage well in advance and not to wait for last date and time for processing.

5. Online Processing Fee:

The Tender documents can be downloaded ONLY online. The Tender shall be available for download to the concerned eligible bidders immediately after online release of the Tender and upto the scheduled date and time as set in the key dates.

The Bidders can submit the tender documents online by making online payment of online processing fee of Rs.610/- using the service of the secure electronic payments gateway (see point 6 below for further details), and should print out the system generated receipt for their reference which can be produced whenever required. Arrangements have been made for the Bidders to make payments online (Rs.610/-) via Debit Card / Internet Banking towards online processing fee.

6. Electronic Payment Account:

As the tender documents shall be available for download only online, Bidders are required to pay the online processing fee online using the Online Payments Gateway Service integrated into the e-Procurement System.

For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link 'List of e-Payments accepted Online' on <http://mpeprocurement.gov.in>.

7. Preparation of Bids and Submission of Bid Seals (Hashes) of Online Bids by the Bidders:

The Bidders have to prepare their Bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the Envelopes and documents required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative.

8. Generation of Super - Hash:

After the time of submission of Bid Seal (Hash) by the Contractors has lapsed, the bid round will be closed and the concerned Department Official shall generate a Tender Super – Hash which shall be digitally signed by the Department Official.

9. Decryption and Re - Encryption Bids:

Bidders have to decrypt the Bid Data with their Digital Certificate and re-encrypt the Bid Data and also upload the relevant documents using Online Briefcase feature for which they had generated the Bid Seals (Hashes) during the Bid Preparation and Hash Submission stage within the specified time as stated in the time schedule (Key Dates). The encrypted data of only those Bidders who have submitted their Bid Seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Bidder who has not submitted Bid Seals (Hashes) within the stipulated time will not be allowed to decrypt and re-encrypt his Bid Data or upload the relevant documents.

10. Submission of Earnest Money Deposit:

The Bidders shall submit their Earnest Money Deposit as usual in a physically sealed Earnest Money Deposit Envelope and the same should reach the concerned Office as stated in the Notice Inviting Tender by post.

The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details.

11. Opening of Tenders:

The concerned Department Official receiving the tenders or his duly authorized Officer shall first open the online Earnest Money Deposit Envelope of all the Bidders and verify the scanned copy of the Earnest Money Deposit uploaded by the Bidders. He/She shall check for the validity of Earnest Money Deposit as required. He/She shall also verify the scanned documents uploaded by the Bidders, if any, as required.

In case, the requirements are incomplete, the commercial and other Envelopes of the concerned Bidders received online shall not be opened.

The concerned Official shall then open the other Envelopes submitted online by the Bidders in the presence of the Bidders or their authorized representatives who choose to be present in the order of opening.

He/She will match the Bid Seal (Hash) of each Envelope and the documents uploaded, during the respective opening, with the hash submitted by the Bidders during the Bid Preparation and Hash Submission stage. In the event of a mismatch, the Bid Data in question shall be liable for a due process of verification by the Nodal Officer of e-Procurement System of DEPARTMENT OF MEDICAL EDUCATION.

SECTION I :
INVITATION FOR BIDS (IFB)

SECTION I : INVITATION FOR BIDS (IFB)

Date : 28.06.2013

IFB No: CPC/KITCHEN-EQP/13-14/14 SECOND CALL

1. For the requirement of Govt. Medical Colleges & Associated Hospitals of Indore, Bhopal, Gwalior, Jabalpur, Rewa & Sagar under Medical Education Department, Government of Madhya Pradesh, Bhopal. Chairman, Purchase Committee & Dean, M.G.M. Medical College Indore now invite online bids from eligible bidders for **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF KITCHEN EQUIPMENTS** under Rate Contract.
2. Bids may be submitted by the primary manufacturer or their authorized distributor and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer.
3.
 - a. Price of bidding document
(Non refundable DD) : Rs. 5,000/-
(D.D. in favour of **Dean, M.G.M. Medical College, Indore** payable at Indore)
 - b. Pre Bid Meeting : 08.07.2013
 - c. Last date and time for submission of bids : As per online key dates
 - d. Date and time of opening of Bid (Envelope "D" & "A") : As per online key dates
 - e. Place of opening of bids : at <http://dme.mpeprocurement.gov.in>
 - f. Address of communication: Chairman, Purchase Committee &
Dean, M.G.M. Medical College,
A.B. Road, Indore (M.P.) – 452 001
4. Bidders may offer their ONLINE bid for any one or more KITCHEN EQUIPMENTS. Bids will be evaluated for each equipment separately.
5. Bid and bid security as specified in the bid document must be delivered as per prescribed format for online and physical submission specified in notice and tender document.
6. Bids will be opened online in the presence of Bidder's representatives who choose to attend on the specified date and time fixed for opening the bid. Envelope D containing Envelope A and B, and documents will be opened online as well as physically, out of which Envelope A will be immediately opened. Documents together with contents of Envelope A will be subject to scrutiny, those bidders whose documents and contents are as per tender conditions will only be deemed qualified for opening of technical bid (Envelope B). The date and time of opening of technical bid (Envelope B) will be made available on website within a week of opening of bid and will be communicated online only at <http://dme.mpeprocurement.gov.in>
7. **Price bid should be submitted online only. In case price bid is submitted manually, bid will be out through rejected.** Cost of tender form Rs.5,000/- (in the form of DD) should be submitted in separate Envelope marked "Tender Fee". EMD & Technical Bid will be submitted separately in separate sealed Envelopes. Technical Bid will be evaluated as per specification and National Competitive Bidding terms and conditions by the Technical Committee. Those bidders who qualify for the technical bid will be invited for demonstration whereable applicable of equipment on the day, date & place specified by Rate Contracting Authority. The bidders will have to demonstrate the equipments on the date, day and place specified. Thereafter, Price Bid (Envelope C) will be opened online only for those bidders whose bid will be found technically responsive after demonstration. Opening of date of price bid will be communicated online at <http://dme.mpeprocurement.gov.in> hence bidder are advised to visit web portal on day to day basis.
8. In the event of the date specified for bid receipt/opening being declared as closed / holiday, due date for receipt/opening of bid will be post poned online.
9. Supporting documents along with original EMD and cost of tender form has to be submitted by tenderer at Chairman, Purchase Committee & Dean office, M.G.M. Medical College, Indore (M.P.) on or before the time & date of submission as mentioned above.
10. Time of Completion of work within 8 weeks from the date of allotment letter.

CHAIRMAN, PURCHASE COMMITTEE &
DEAN, M.G.M MEDICAL COLLEGE,
A.B. ROAD, INDORE (M.P.)

SECTION II :
INSTRUCTIONS TO BIDDER (ITB)

SECTION II: INSTRUCTIONS TO BIDDER
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A. Introduction

1. Scope of Work

- 1.1 The work consists of Supply, Installation, Testing and Commissioning of Kitchen Equipments to the project site Kitchen of Govt. Medical Colleges & Associated Hospitals of Indore, Bhopal, Gwalior, Jabalpur, Rewa and Sagar (M.P.) in accordance with the “drawings” and “schedule of quantities.” It includes furnishing of all materials, labour, tools and equipment training and management necessary for the incidental to the construction and completion of work.
- 1.2 **Tenderers shall visit the site:** Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The rate quoted by the contractor shall take care of all contingencies required for completion of the work to the entire satisfaction of the Purchaser. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Rate Contracting Authority might be deemed to have reasonably been inferred to be so existing before commencement of work.

2. Eligible Bidders

- 2.1 This invitation for Bids is open to all eligible bidders. (Please refer guidelines to bidders for online eligibility mentioned above.)
- 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 Rate Contracting Authority to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to the Rate Contracting Authority under this Invitation of Bids.
- 2.3 Government owned enterprises in the Rate Contracting Authority’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 Rate Contracting Authority.
- 2.4 The tenderers shall clarify/state whether he/they are manufacturer or distributor, indicating principals name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. Sub-distributors will not be accepted. Our team will visit your work place to examine your production process.
- 2.5 A well-established Manufacturer / Distributor of Kitchen Equipment having minimum Five (5) Years of experience in the field of manufacturing, supply, installation and commissioning of the Kitchen Equipment.
- 2.6 Tenderer should have a minimum annual turnover of Rs. 1 Crore per year in the last 3 financial years i.e. 2009-2010, 2010-2011 and 2011-2012.

- 2.7 Copies of work orders and certificate of satisfactory Completion of work shall be submitted from reputed Hotels / Institutions / organizations/ Public sector undertaking / State or Central Govt. departments or undertakings etc. for the work done during the last 3 financial years as stated above. In case, the work done is for private organization, TDS certificate shall be submitted in support of work completion certificate issued by the private organizations.

3. Eligible Goods and Services

- 3.1 All goods and ancillary services to be supplied under the Contract shall specify their country of origin.
- 3.2 For purposes 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. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and **Chairman, Purchase Committee & Dean M.G.M. Medical College, Indore** hereinafter referred to as “**The Rate Contracting Authority**” 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. Contents 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. Instructions to Bidders (ITB);
 - b. General Conditions of Contract (GCC);
 - c. Special Conditions of Contract (SCC);
 - d. Bid Form;
 - e. Annexure-I (Sales Tax Clearance Certificate);
 - f. Annexure-II (Manufacturer Authorization Form);
 - g. Annexure-III (Declaration / Undertaking Form);
 - h. Annexure-IV (Proforma for Performance Statement);
 - i. Annexure-V (Annual Turnover Statement);
 - j. Annexure-VI (Specifications of required KITCHEN EQUIPMENTS);
 - k. Annexure-VII (Performance Security Form);
 - l. Annexure-VIII (Contract Agreement Form);

- m. Annexure-IX (Details of Manufacturing Unit);
 - n. Annexure-X (Price Schedule); (should be quoted online only)
 - o. Annexure-XI (Price Schedule for AMC (without spare parts) / CMC (include free labour, repair, other services & spare parts); and
 - p. Annexure-XII (Detail of Service Centre in M.P.);
 - q. Annexure-XIII (Check List)
- 5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and annexure 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.
- 5.3 The bidding document is not transferable.

6. Clarification of Bidding Documents

- 6.1 If wishes, a prospective Bidder requiring any clarification of the Bidding Documents shall contact the Rate Contracting Authority in writing at the Rate Contracting Authority's mailing address indicated in the invitation for Bids. The Rate Contracting Authority will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 15 days prior to the deadline fixed for submission of Bids and prescribed by the Rate Contracting Authority. Any correspondence with Rate Contracting Authority seeking any clarification regarding any matter contained herein shall not compel the Rate Contracting Authority to suspend the implementation of provision given hereunder or shall not mean a promise to change any provision in this tender document.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline fixed for submission of bids, the Rate Contracting Authority may, for any justifiable 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 Any addendum issued shall be part of Bidding Documents and all the prospective bidders will be notified of the amendment by post or publication, and will be binding on them. The same shall be uploaded on the designated website.
- 7.3 In order to allow reasonable time to prospective bidders in which to take the amendment into account in preparing their bids or for any other reason, the Rate Contracting Authority 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, printed literature and leaflets relating to the bid exchanged by the Bidder and the Rate Contracting Authority shall be written in English / Hindi language.

9. Documents comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

- a. A Bid Form and Price Schedule completed in accordance with ITB Clause 10, 11 and 12; **Price bid form should be filled online only. Technical Bid Envelope, EMD and cost of tender form instruments should be uploaded online as well as submitting hardcopies thereof.**
- 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 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.

The Bidders shall submit their Earnest Money Deposit as usual in a physically sealed **Earnest Money Deposit** Envelope and the same should reach the concerned office as stated in the Notice Inviting Tender by post.

The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and shall also submit a hard copy thereof. The signing of Bid Form shall commit the Bidder to supply the ordered goods to the purchaser within 30 days of placing such order.

11. Bid Prices

11.1 Bid has been called for the equipments/machines given in the specification in Technical Annexure VI. The bidder should quote the price online only for the equipments/machine offered for. The specifications of the equipments/machines should be brand new unit as per details given in Annexure-VI. Any variation found will result in the rejection of the tender. In any case if price bid submitted manually or in CD than tender will be rejected.

11.2 Prices (inclusive of Excise Duty / Custom Duty, transportation, packing, insurance, installation, loading-unloading, warranty, service charge, inspection, and any incidental charges, but exclusive of CST/VAT) should be quoted for each of the required equipments etc., separately on door delivery basis according to the unit ordered. Tender for the supply of equipments etc. with cross conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc. will not be paid. The delivery should be made as stipulated in the supply order placed with successful bidders. Conditional tenders will not be accepted.(Please

note that Price Bid/ Financial Proposal is mandate to be online only if submitted in hard copy or in CD bid will be rejected.)

- 11.3 Each bid must contain the unit price of each equipment in digits as well as alphabets. Any discrepancy between the figures and words, the amount written in words will prevail. The tenders should be digitally signed online. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
- 11.4 The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Rate Contracting Authority at its discretion, will exercise, the right to revise the price at any stage, on lower side so as to confirm to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder.
- 11.5 To ensure sustained supply without any interruption the Rate Contracting Authority, reserves the right to split orders for supplying the requirements among more than one bidder, provided the prices and other conditions of supply are equal.
- 11.6 The prices quoted and accepted will be binding on the bidder for the stipulated period (as per para I of introduction) and any increase in the price will not be entertained till the completion of this tender period or till further orders. Cross Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and Tender will be summarily rejected.
- 11.7 The price quoted should be inclusive of service tax (as per Govt. rules) on inspection and testing charges, which will be realized in advance from the bidders.
- 11.8 The quantities of various items of work given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment/execution of work. The Chairman, Purchase Committee & Dean, M.G.M. Medical College, Indore reserves the right to omit/delete any item(s) of work from the schedule at the time of allotment / before the commencement of work without assigning any reason whatsoever. Contractor will be paid for the authorized actual work done at the site duly verified by the concerned officials of the Govt. Medical Colleges and Associated Hospitals Indore/Bhopal/Gwalior/Jabalpur/Rewa & Sagar for the proper execution of the work.

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 the Contract if its bid is accepted.

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Rate Contracting Authority's satisfaction.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Rate Contracting Authority's satisfactions:
- a. Bids may be submitted by the primary manufacturer or their authorized distributor and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer. In case of authorized distributor the bidder should have minimum three years association with manufacturer. (as per authorization form given in Annexure II).
 - b. Documentary evidence for the Registration of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor and Name, Address, Telephone number, fax, e-mail of primary manufacturer.
 - c. The bidder shall submit printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted and item code should also be written with catalogue, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security. Specification of equipments supplied should match the specification in catalogue.
 - d. The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.
 - e. Authorization letter nominating a responsible person of the bidder to transact the business with the Rate Contracting Authority.
 - f. The Bidder/manufacturer should have atleast three years manufacturing / distributorship experience. The Bidder should submit a list of user of quoted equipments manufactured by the Principal Manufacturer for last three years. These list should also contain the supplies related to the Govt. hospital / Medical Colleges / Public Sector undertaking / Undertaking hospital and other institutions of repute. Bidder should submit details of installation in Annexure IV.
 - g. The bidder should have at least one service centre in Madhya Pradesh, with a team of trained service engineer/technical staff the details in this regard as per Annexure-XII shall be submitted. In case at the time of tender service centre is not available in M.P., then he shall submit undertaking to establish the service centre before the award of contract.

- h. The bidder shall submit the specification's compliance / deviation report duly filled and signed which clearly bring out the deviation from the specification if any given in Annexure-VI.
- i. Sales Tax/VAT/CST Clearance certificate, as on 31.03.2010 / 31.03.2011 / 31.03.2012 (as per form attached in Annexure-I).
- j. Details of Manufacturing Unit I Annexure – IX. The details containing the name and address of the premises where the items quoted are actually manufactured. The Bidder must have a manufacturing facility of minimum 10,000 square feet with all modern machinery. Our Team may visit your work place to examine your production processes
- k. Documents, if any, to show that the manufacturing unit has been recognized, by ISO, ISI or any other quality standard Certificate etc.
- l. The bidder shall furnish a notarized affidavit in the format given in Annexure-III declaring that the bidder accepts all terms and conditions of the tender.
- m. Annual turnover (i.e. turnover for each year separately) in the last three financial years shall not be less than Rs. One Crore for Manufacturer and Rs. Fifty Lakhs for the authorized distributor. Annual turnover statement for 3 years submitted in the format given in Annexure-V certified by the Auditor/CA.
- n. Concern / Company have not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization for the quoted product or as a whole. Affidavit to this effect shall be submitted by the concern / company (duly notarized on Rs.100/- Non Judiciary Stamp)
- o. Leaflets, literatures, should invariably be attached for ready reference clearly marking the item code no.
- p. All documents should be self attested and stamped.

14. Documents establishing Goods Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to 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.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, the bid security which shall be Rs. 1.00 Lakh (Rs. One Lakh). No concession / exemption shall be allowed. F.D.R. should be attached . The amount of it should be shown separately in Envelope "D". Scan Copy of same instrument should be uploaded online too.

- 15.2 The bid security is required to protect the Rate Contracting Authority against risk of Bidder's business conduct which would warrant the security's forfeiture, pursuant to ITB clause 15.7.
- 15.3 The bid security shall be in Indian Rupees and shall be in form of Fixed Deposit for 18 months in favour of Dean, M.G.M Medical College Indore, payable at Indore, of a nationalized bank.
- 15.4 Any bid not secured in accordance with ITB Clause 15.1 and 15.3 above will be rejected by the Rate Contracting Authority as non-responsive, pursuant to ITB Clause 23.
- 15.5 Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible upon the successful Bidders signing the Contract, pursuant to ITB Clause 31 or after the expiration of the period of bid validity prescribed by the Rate Contracting Authority pursuant to ITB clause 16. No interest is payable on bid security.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidders signing the Contract, pursuant to ITB Clause 30, and furnishing the performance security, pursuant to ITB Clause 31. No interest is payable on bid security.
- 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;
 - b. In case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 30; or
 - (ii) to furnish performance security and Inspection Charges in accordance with ITB Clause 31.

16. Period of Validity of Bids

- 16.1 Quoted Prices of Bids shall be valid for 365 (Three hundred sixty five) days after the date of bid opening prescribed by the Rate Contracting Authority pursuant to ITB clause 21. A bid valid for a shorter period shall be rejected by the Rate Contracting Authority as non-responsive. This price or negotiated price on acceptance shall remain fixed till contract period or till further order.
- 16.2 In exceptional circumstances, the Rate Contracting Authority 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. 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 No bid may be modified subsequent to the deadline for submission of Bids.
- 16.4 No Bid may be withdrawn in the interval between the deadline for the submission of Bids and 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 Bidders forfeiture of its bid security pursuant to ITB Sub-clause 15.7.

D. Submission of Bids

17. Bid Stages

- 17.1 Bid should be submitted in following system and should furnish the following documents failing which their bid shall not be accepted:-

Envelope – A: Tender fee and E.M.D.

(Tender fee in the form of D.D. only)

- (1) The Bidders shall submit their Tender fee Rs.5,000/- in form of a Demand Draft in the name of “Dean, M.G.M. Medical College, Indore” payable at Indore in a separate physically sealed Envelope clearly marked “**Tender Fee**” and the same should reach the concerned office as stated in the Notice Inviting Tender by post. The Bidders have to upload scanned copy of the Tender fee in form of Demand Draft instrument along with the reference details.

(E.M.D. in the form of F.D.R. only)

- (2) The Bidders shall submit their Earnest Money Deposit as usual in a separate physically sealed Envelope and the same should reach the concerned office as stated in the Notice Inviting Tender by post. The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details.
- (i) Fixed Deposit for 18 Months as bid security which shall be Rs. 1.00 Lakh (Rs. One Lakh only) tendered for as E.M.D. issued by Nationalized bank in the name of the Dean, M.G.M. Medical College, Indore, payable at Indore (refundable). (Any other example D.D. / Cheque will not be accepted).
- **Without submission of E.M.D. and Tender Fee, the tender will be summarily rejected as per rules.**
 - **In no case the tender cost fee should be mixed with E.M.D. amount. Fee cost is not refundable.**

Envelope – B: (Technical Bid)

- (i) Technical bid should be submitted online as well as with two additional self certified copies (total 3 copies) for the quoted equipments etc. should be signed and stamped on each page. (ANNEXURE-VI). The bidder shall submit the specification’s compliance / deviation report duly filled and signed which clearly bring out the deviation from the specification if any, given in Annexure-VI. Format of technical bid is available in tender document and bidder should provide technical bid in MS office version 97 in C.D. and has to be submitted along with the hard copy by the bidder in Envelope B.
- (ii) Literature of original catalogue of the product attached for reference.
- (iii) Guarantee / warrantee.
- (iv) Sales Tax/VAT/CST Clearance certificate, as on 31.03.2010, 31.03.11, 31.03.12 (as per form attached in Annexure-I).
- (v) Annexure-II (Manufacture Authorization Form)

- (vi) Annexure-III (Undertaking Form / Declaration Form)
- (vii) Annexure-IV (Proforma for Performance Statement). A list of user of quoted equipments by the Principal Manufacturer for last three years. These list should also contain the supplies related to the Govt. hospital / Medical Colleges / Public Sector undertaking / Undertaking hospital and other institutions of repute. Bidder should submit details of installation in Annexure IV.
- (viii) Annexure-V (Annual Turnover Statement)
- (ix) Annexure – IX (Details of Manufacturing Unit)
- (x) Annexure – XII (Details of Service Centre in M.P.)
- (xi) Registration Certificate of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.
- (xii) Authorization letter from manufacturer authorizing a person to transact a business with R.C.A.
- (xiii) The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.
- (xiv) Concern / Company have not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization. Affidavit to this effect shall be submitted by the concern / company.
- (xv) Physical documents should be duly signed and sealed manually, by the bidder on each page for acceptance of Terms and Conditions.
- (xvi) Bidders should have the registration under Commercial Tax Authority. Registration should be attached.
- (xvii) Certificate for being in business for more than 3 years, self certified.
- (xviii) Statement of good financial standing from bankers.
- (xix) A separate price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period.
- (xx) Recurring expenditure on equipments.
- (xxi) Affidavit that the firm has no vigilance case / CBI case pending against him / supplier.
- (xxii) Affidavit that the firm has not supplied the same item at the lower rate than quoted in the tender to any Govt. / Semi Govt. or any other organization. (This document should be notarized on 100/- Non judicial stamp paper)

Both Envelopes A and B sealed in main Envelope i.e. marked **ENVELOPE-D “TENDER FOR KITCHEN EQUIPMENTS”**. *All the Envelopes must be Wax sealed using sealing Wax and official seal, sealed cello taped, moisture free and strong. All the enclosures and photocopies should be self certified and stamped.*

- i. Reference No. of the tender _____
- ii. Tender regarding _____
- iii. Due date of submission of tender form _____
- iv. Due date for opening of the tender _____
- v. Name of the firm _____

NOTE : TENDER SUBMITTED WITHOUT FOLLOWING THE ABOVE PROCEDURES WILL BE SUMMARILY REJECTED.

Envelope – C: (Financial Bid)

Financial Bid / Price Proposal should be submitted online only, in case if the price bid is sent physically or in CD as a soft copy the bid will be out through rejected.

Envelope – D: (Main Tender Envelope)

- a. Envelope A & B

17.2 PRICE BID –

The Bidder should furnish the following:-

- i) The rate should be quoted online only as per unit (landed price) in Annexure-X (Suggested sample proforma of price schedule in this tender document is for inspection and not for physical submission or in CD) shall be inclusive of Excise Duty / Custom Duty, freight, packing, insurance, inspection & testing charges etc. exclusive of VAT and should be F.O.R. destination.
- ii) The rate quoted in column 8 of Annexure-X should be filled online only. (Suggested sample proforma of price schedule is for inspection and not for physical submission or in CD). It should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the Annexure-X.
- iii) Bidder has to quote rates online only strictly for the items which are mentioned in the tender.
- iv) Rates quoted for items other than mentioned in the tender form then that particular item will not be entertained.
- v) The rates of each item should be quoted online in figures as well in words also, otherwise the tender is liable to be rejected.
- vi) The bidder shall also quote charges for Annual Maintenance Contract (without spare parts) / Comprehensive Maintenance Contract (include free labour, repair, other services & spare parts) for the next Five years after the expiry of two years warranty period in Annexure-XI. AMC should be quoted for equipments costing upto Rs. 2.00 Lacs and CMC should be quoted for equipments costing more than Rs. 2.00 Lacs.
- vii) The bidder should quote equipments which will have guarantee / warranty of atleast 2 years, equipments which have less than 2 years warranty will not be entertained and so should not be quoted.
- viii) Bidder should show recurring expenditure of each equipment separately.
- ix) The price bid should be submitted online as prescribed in online form only. In case price bid / financial bid is submitted manually or in CD than bid will be rejected.

18. Deadline for Submission of Bids

- 18.1 Bids will not be accepted after the time and date specified in the invitation for Bids (Section I).
- 18.2 The Rate Contracting Authority may, as its discretion, extend the deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 7, in which case all right and obligations of the Rate Contracting Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 18.3 The Rate Contracting Authority will not be responsible for any delay or non-receipt of tender documents.

19. Late Bids

- 19.1 No Bid can be submitted after the last date and time of submission of bid.

20. Modification and withdrawal of Bids

- 20.1 The Bidder may modify or withdraw their bid before last date and time of submitting bid hash online, before completing Submit Bid Hash Online stage. Once the said stage shows to be completed, no modifications can be made by bidder.
- 20.2 No bid may be modified subsequent to the deadline fixed for submission of bid hash online.
- 20.3 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 or any extension thereof. 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

21. Opening of Bids by the Rate Contracting Authority

Opening of Bid process:

- 21.1 Bid will be opened online as per key schedule on the day, date & place specified by the Rate Contracting Authority.
- 21.2 All bidders are entitled to be present at the date, time and place for opening of Bids.
- 21.3 Only one representative of each Bidder is entitled to remain present at the time of bid opening. Bidder's representative who is present shall sign a register evidencing his/her attendance. In the event of the specified date of Bid opening being declared a holiday for the Rate Contracting Authority, the Bids shall be opened at the appointed time and location on the next working day.
- 21.4 Opening of bid will be sequential process.

- 21.5 Bids will be opened in the presence of Bidders / Bidders' representatives who choose to attend on the specified date and time fixed for opening the bid. Envelope D containing Envelope A, and B, documents will be opened, out of which Envelope A will be opened simultaneously online and physically. Documents together with contents of Envelope A will be subject to scrutiny, those bidders whose documents and contents are as per tender conditions will only be deemed qualified for opening of technical bid. Technical and Price bid will be opened online, and technical bid (Envelope B) will be opened simultaneously in hard copy too. Technical Bid will be evaluated as per specification and National Competitive Bidding terms and conditions by the Technical Committee. Those bidders who qualify for the technical bid will be invited for demonstration whereable applicable of equipment on the day, date & place specified by R.C.A. The bidders will have to demonstrate the equipments on the date, day and place specified. Thereafter, Price Bid (Envelope C) will be opened online only, for those bidders whose bid will be found technically responsive after demonstration. Date and time of opening of price bid will be communicated online only at <http://dme.mpeprocurement.gov.in> to those who qualify and will be displayed on the specified website.
- 21.6 The Bidders' names, presence or absence of the requisite bid security will be announced at the opening of Technical Bid.
- 21.7 Bidders who were found eligible on satisfying the criteria for technical evaluation and inspection by the technical committee can only be invited to be present at the date and time for opening of Price Bid of the tender.

22. Clarification of Bids

- 22.1 During evaluation of bids, the Rate Contracting Authority may, at its discretion, ask the Bidder for clarification of its Bid. Any clarification submitted by a bidder in respect to its bid and that is not in response to a request by the Rate Contracting Authority shall not be considered. 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 except to confirm the correction of arithmetic errors discovered by the Rate Contracting Authority in the evaluation of the bids.

23. Preliminary Examination

- 23.1 The Rate Contracting Authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all documents are there, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.2 The Rate Contracting Authority may waive any minor informality or non-conformity or irregularity or omissions 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.
- 23.3 Prior to the detailed evaluation, pursuant to ITB Clause 24, the Rate Contracting Authority 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 documents, terms, conditions and specifications of the bidding documents without material deviations. The Rate Contracting Authorities

determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 23.4 If a bid is substantially responsive, the Rate Contracting Authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omissions shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request within the stipulated time may result in the rejection of its bid.
- 23.5 If a bid determined as not substantially responsive, it will be rejected by the Rate Contracting Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity.

24. Evaluation and Comparison of Bids

- 24.1 The Rate Contracting Authority will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23. Bids will be evaluated with reference to various criteria as specified in bid document and one of such criteria is that the rate per unit of (landed price) i.e. rate per item for determining the L₁ rate (Lowest rate).
- 24.2 Purchase will also be made from SC / ST firms as per Madhya Pradesh State Government rules.

25. Contacting the Rate Contracting Authority

- 25.1 Subject to ITB Clause 22, no Bidder shall contact the Rate Contracting Authority on any matter relating to its bid, from the time of the bid opening to the time Rate Contract is awarded.
- 25.2 Any effort by a Bidder to influence the Rate Contracting Authority in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid. If the bidder wishes to bring additional information to the notice of the Rate Contracting Authority, it should do so in writing.

F. Award of Contract

26. Post Qualification

- 26.1 Based on the qualification criteria listed in ITB Clause 13, the Rate Contracting Authority will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 26.2 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 qualifications submitted by the Bidder. Pursuant to ITB Clause 13, as well as such other information as the Rate Contracting Authority deems necessary and appropriate.

- 26.3 The Rate Contracting Authority shall ask for demonstration whereable applicable of the quoted kitchen equipment. The cost of demonstration shall be born by the bidder. Day, date & place of demonstration shall be decided by Rate Contracting Authority.
- 26.4 An affirmative determination will be prerequisite for award of the Rate Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid in which event the Rate Contracting Authority will proceed to the next bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.
- 26.5 The tenderers shall demonstrate whereable applicable the quoted model of the equipments during the technical evaluation on the day, date & place specified.

27. Award Criteria

- 27.1 Subject to ITB Clause 29 – The Rate Contracting Authority will award rate contract to the successful bidders on lowest evaluated prices or the price approved by the Purchase Committee.

28. Purchaser's Right to vary Quantities

- 28.1 The details of the required equipments etc. are shown in Annexure-VI. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of the Purchaser. The rates quoted should not vary with the quantum of the order or the destination.

29. Rate Contracting Authority's Right to Accept any Bid and to Reject any or all bids

- 29.1 The Rate Contracting Authority reserves the right to accept or reject the tender for the supply of all items of equipments or for any one or more of the items of equipments tendered for in a tender without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Rate Contracting Authority's action..

30. Notification of Rate Contract

- 30.1 Prior to the expiration of the period of bid validity, the Rate Contracting Authority will notify the successful Bidder in writing by registered letter or fax or e-mail, that its bid has been accepted.
- 30.2 The notification of Rate Contract will constitute the formation of the Contract.
- 30.3 Upon the successful Bidder's signed Rate Contract pursuant to ITB Clause 31, the Rate Contracting Authority will promptly notify each unsuccessful Bidder and will discharges its bid security, pursuant to ITB Clause 15.
- 30.4 If, after notification of rate contract, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address it's request to the Rate Contracting Authority. The Rate Contracting Authority will promptly respond in writing to the unsuccessful Bidder.

31. Signing of Rate Contract (Agreement)

- 31.1 At the same time the Rate Contracting Authority will inform to the successful Bidder that its bid has been accepted the Rate Contracting Authority will send the Bidder the Rate Contract Form provided in the bidding document incorporating all agreements between the parties.
- 31.2 Within 10 days of receipt of the Notification of Rate Contract, the successful Bidder shall sign and date the Contract on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) and return it to the Rate Contracting Authority.
- 31.3 The validity of Rate Contract will be one year and may be extended for further period as agreed mutually unless revoked.

32. Performance Security & Inspection Charges

- 32.1 Within 15 days of the receipt of firm order from the Rate Contracting Authority or the date specified by the purchaser, the successful Bidder shall furnish the performance security and inspection charges in accordance with the Clause 7 & 8 of General Conditions of Contract.
- 32.2 Failure of successful bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/previously deposited performance security and disqualify the firm to participate in the tender for the next five years.

33. Placement of Supply Order

- 33.1 After finalization of the contract, the successful bidders may be asked to submit the delivery schedule as per requirement of the Purchaser. While placement of orders, the schedule given to the bidders, along with the other conditions stated at ITB 27.1 will be considered.
- 33.2 To ensure sustained supply without any interruption the Purchaser, reserves the right to split orders for supplying the requirements among more than one L-1 bidder.

34. Corrupt or Fraudulent Practices

- 34.1 For 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 mis-presentation / hiding of facts in order to influence a procurement process or the execution of a contract to the detriment of the other bidders, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the other bidders of the benefits of free and open competition;

- (iii) 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.
- (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be allowed to participate, awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, a contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub clause 21.4 of the General Conditions of contract.

**SECTION III:
GENERAL CONDITIONS OF CONTRACT(GCC)**

**SECTION III: GENERAL CONDITIONS OF
CONTRACT(GCC)**

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General Conditions of Contract

1. Definitions

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

- (a) “Rate Contract” means the agreement entered into between the Rate Contracting Authority and the Supplier, as recorded in the Contract Forms signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein for supply of material in agreed time period.
- (b) “Price” means the price payable to the Supplier for the full and proper performance of its contractual obligations.
- (c) “Goods” means all the equipments etc., 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, and other obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the The Deans of Govt. Medical Colleges and Associated Hospitals of Indore, Bhopal, Gwalior, Jabalpur, Rewa & Sagar 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) “Rate Contracting Authority” means the Chairman, Purchase Committee & Dean, M.G.M. Medical College, Indore.
- (k) “The Project Site” where applicable, means the place (named in SCC). where the works are to be executed Kitchen of Govt. Medical Colleges and Associated Hospitals of Indore, Bhopal, Gwalior, Jabalpur, Rewa & Sagar.
- (l) “Day” means calendar day.
- (m) “Drawings” The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Rate Contracting Authority during the execution of the work. In case any detailed Drawings are necessary contractor / supplier shall prepare such detailed drawings and / or dimensional sketches there for and have it confirmed by the Rate Contracting Authority as case may be prior to taking up such work. The contractor shall ask in writing for all clarifications on matters occurring

anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Rate Contracting Authority may be able to give decision thereon.

2. Applications

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

3. Country of Origin

- 3.1 All goods and services supplied under the Contract shall be specified their country of origin.
- 3.2 For purpose of this Clause “origin” means the place where the Goods are mined, grown or product, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new 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 Supplier.

4. Standards

- 4.1 The Goods supplied under this Contract shall confirm to the standards mentioned in the Technical Specifications of SCC 25.
- 4.2 While quoting the rates of KITCHEN EQUIPMENTS etc. as enclosed list, the name of the manufacturer, must be mentioned otherwise the tender is liable to be rejected.
- 4.3 The rates of every item should be quoted from standard and well reputed firms / companies and they should be minimum possible.
- 4.4 For KITCHEN EQUIPMENTS etc. means should bear quality assurance certification like ISO 9002 of CE Mark of ISI standardization.
- 4.5 Voltage stabilizer & digital technology should be supplied with the kitchen equipments, if required.
- 4.6 Technical specification of equipments / work mentioned is basic, however, items equipments of higher specifications may be quoted at no extra cost.
- 4.7 No change in make/manufacturer will be allowed at the time of supply. Changes resulting out of technology upgradation of the same manufacturer can be permitted at no extra cost.
- 4.8 Names of the institution in India, where quoted items has been supplied / installed / done during last three years must be attached. Also number of units sold in India must be informed in writing.

- 4.9 The Bidders are not allowed to quote for items with less than desired specification. Deviation from specification on lower / negative side shall not be considered if at any time during evaluation / after supply of items are found below specification EMD / performance guarantee shall be forfeited and action will be taken for black listing.

5. Use of Contract documents and information

- 5.1 The supplier shall not, without the Rate Contracting Authority'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 Rate Contracting Authority 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 Rate Contracting Authority's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for the 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 Rate Contracting Authority and shall be returned (in all copies) to the Rate Contracting Authority on completion of the Supplier's performance under the contract if so required by the Rate Contracting Authority.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Rate Contracting Authority 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 The supplier shall furnish performance security in the amount specified in SCC 2.1 to the purchaser as specified in GCC 1.1 (g).
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in the form of FDR/Bank Guarantee of Nationalized Bank located in India in the prescribed form provided in bidding document or another acceptable to the purchaser in favour of Purchaser till completion of warranty period.
- 7.4 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 satisfactory performance obligations, including warranty obligations, unless specified otherwise in SCC.

8. Inspection and Tests

If purchaser wishes:

- 8.1 The purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specification shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- (i) The Supplier shall notify the purchaser or its representative at least 10 days prior to the date when Goods are available for inspection.
 - (ii) The Supplier will provide to the purchaser or its representative all reasonable facilities for the conduct of such inspections and tests at no additional cost to the purchaser. The Supplier may seek an independent quality test report for batch ready for shipment. The cost of such tests will be borne by the Supplier.
 - (iii) Where the Supplier contests the validity of the rejection by the purchaser or his representative, whether based on product or packing grounds, a sample drawn by the Inspection Authority will be forwarded for analysis to an independent technical inspection. The Finding, which will be promptly obtained, will be final and binding on both the parties. The cost of umpire analysis will be borne by the losing party.
 - (iv) The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods arrival in at 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 from the country of origin.
 - (v) Nothing in Clause 8 shall in any way release the supplier from any warranty or other obligations under 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, where appropriate the remoteness of the Goods 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, Technical specification and in any subsequent instruction ordered by the Purchaser.

10. Delivery and Documents

- 10.1 The supply should be completed in 30 days from the date of supply order unless otherwise specified in the supply order. Purchaser will place order by fax &/or e-mail &/or speed post.
- 10.2 It shall be the responsibility of the Supplier to make good for any shortage/damage at the time of receipt at designated place.
- 10.3 The delivery of KITCHEN EQUIPMENTS should be made at the place specified by the Purchaser in Purchase Order.
- 10.4 The successful bidders should strictly adhere to the following delivery schedule
Supply, Installation & Commissioning should be effected within a fortnight from the date of supply and this clause should be strictly adhere to failing which necessary administrative action as deemed fit under rules will be taken against the defaulter.
- 10.5 Supply must be toto i.e. not in fraction.

11. Insurance

- 11.1 The Goods supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture, acquisition, transportation, storage, delivery, installation and test running in the manner specified in SCC.

12. Transportation

- 12.1 Where the Supplier is required under the Contract to transport the Goods to project site, including insurance as shall be specified in the Contract shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.
- 12.2 The loss or damage of material whatsoever, whether insured or not, during transit shall be made good by bidder free of charge, failing which the losses will be deducted from their bill / performance security.
- 12.3 Wharf age, demurrages etc. on account of incorrect or delayed dispatch of material or documents shall be the responsibility of the supplier and shall be recovered from his bill / performance security.

13. Warranty

- 13.1 The Bidder shall provide on site warranty of the equipment for the period of two years from the date of installation. Warranty will cover services, repairs, maintenance, replacement of spare parts, broken / damaged / worn out spare parts and other services free of cost during the whole warranty period of two years. The warranty shall also include “on call service” which should not exceed three days from the date of lodging of complaint. The purchaser shall have the right to get the work done at the cost of bidder’s responsibility, if machine is not repaired within three days.

- 13.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under the warranty.
- 13.3 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the sub standard equipments, without cost to the Purchaser.
- 13.4 If the Supplier, having been notified, fails to remedy the defect(s) within seven days, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier's risk and expense and will have right to impose penalty without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 13.5 The stores supplies shall be strictly in accordance with the Specifications / Standards and shall be of the best quality. The stores are demanded to carry the Supplier's own guarantee of the items by the consignee.
- 13.6 If at any time during/after the supply if equipment is not found as per specification, sub standard or refurbished the bidder shall replace defective equipment at his own cost, immediately, failing which the total amount is recoverable from him and he will be black listed.
- 13.7 UPTIME GUARANTEE: The firm should provide uptime guarantee of 95%.
- 13.8 **Downtime penalty Clause:**
During the Guarantee / Warranty period, desired uptime of 95% of 365 days (24 hours), if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipments for at least TWO YEARS after handing over the unit to the Institute. If accessories /other attachment of the system are procured from the third party , then the vendor must produce cost of accessory/other attachment and the AMC / CMC from the third party separately along with the main offer and the third party will have to sign the AMC / CMC with the Purchaser if required. In no case instrument should remain in non – working condition for more than 7 days, beyond which a penalty of 2% of item cost will be charged per day. The Principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.
- 13.9 **Guarantee / Warranty period:** The tenderers must quote for 2 years warranty from the date of completion of the satisfactory installation. The Warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the Bidders should submit their quote for subsequent 5 years AMC (without spare parts) / CMC wherever applicable (include free labour, repair, other services & spare parts). Failure to comply this condition will entail the rejection of the Bids. The Rate Contracting Authority reserves the right to award AMC / CMC. A.M.C. (without spare parts) shall be quoted for equipments costing upto Rs. 2.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing above Rs. 2.00 Lacs. So the price of AMC / CMC should be quoted according to the cost of equipment.

- 13.10 **TRAINING:** Operational training if required will be done by the supplier at his cost. Training should be of 1 officer and 2 cook / kitchen servant.
- 13.11 Successful tenderers will have to furnish performance Bank Guarantee for 10% contract value from any Nationalized Bank valid for the warranty period.
- 13.12 The rates quoted for the items, under the reference, by the supplier shall in no event exceed the lowest price at which the suppliers of the items of identical description are made to any other person / organization / institution during the period and should attach an undertaking (**duly notarized**).
- 13.13 The Rate Contracting Authority reserves the right to increase the accessories and their numbers, payment will be made only for ordered accessories.

14. Payment

- 14.1 The method and conditions of payment to be made to the Supplier under the contract shall be specified in the SCC.
- 14.2 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 service performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 14.3 Payments shall be made by the Purchaser after submission of the claim by the Supplier. All sincere efforts will be made for payment of due amount which has been submitted to the purchaser within 30 days unless the situation being out of control of the purchaser. Proforma invoice should also be submitted.
- 14.4 Payment shall be made in Indian Rupees.
- 14.5 The payment of the claim / bill will be made after deduction of VAT as per rules of M.P. Commercial Tax Act Section 34 and other taxes from the bill.
- 14.6 No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any notice.
- 14.7 Supply of equipments means – installation and commissioning and also test running at site. No separate charges will be paid separately on this account.
- 14.8 Payment will be made after installation, commissioning and successful test running at the site, due verification and subsequent satisfactory report of the user department.

15. Prices

- 15.1 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.
- 15.2 Recurring expenditure of the machine / equipment should be mentioned.

16. Change orders

16.1 The Rate Contracting Authority may at any time, by written order given to the Supplier pursuant to GCC Clause 29 make changes within the general scope of the Contract in any one or more of the following:

1. the method of shipping or packing, installation;
2. Any other terms & conditions in public interest.

16.2 If any such change causes an increase or decrease in the cost of, or the time required, for the Supplier's performance of any provision under the Contract, and 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 fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

16.3 The Purchase Orders on approved rates will be placed by the Purchaser.

17. Contract Amendments.

17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

18. Assignment

18.1 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.

19. Delays in the Supplier's Performance

19.1 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 Supply order.

19.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of the Service, 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.

19.3 Except as provided under GCC Clause 22, 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 20, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of liquidated damages.

20. Liquidated Damages

20.1 Subject to GCC Clause 22, if the Supplier fails to deliver any or all the Goods or to perform the services within the period(s) specified in the supply order, 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 percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 21.

21. Termination for Default

Contract may be terminated by the Rate Contract Authority if:

- 21.1 If the supplier fails to execute the supply within the stipulated time, the Purchaser is at liberty to make alternative purchase, in the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from the forfeiture of Performance Guarantee. The excess expenditure over and above contracted prices incurred by the Purchaser in making such purchases from any other sources or in the open market or from any other supplier who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security or from any other money due and become due to the Supplier and in the event of such amount being insufficient, the balance will be recovered personally from the Supplier. The penalty would be as under:
1. First extension 31st day thereof from the date of issue of supply order – 3% of supplied ordered item.
 2. Second & maximum extension for an additional 45 days from the date of issue of supply order – 5% of supplied ordered item.
 3. The order will be deemed cancelled after expiry of 60 days from the issue date.
- 21.2 The order may be cancelled after expiry of delivery period as mentioned in the supply order and the supplier shall also suffer forfeiture of the Performance Security and shall invite other penal action like blacklisting / disqualification from participating in present and future tenders.
- 21.3 Rate Contracting Authority will be at liberty to terminate by assigning justifiable reason thereof the contract either wholly or in part on one month notice. The Supplier will not be entitled for any compensation whatsoever in respect of such termination.
- 21.4 If the Supplier, in the judgment of the Rate Contracting Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause.

“**Corrupt practice**” means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“**Fraudulent practice**” means a mis-presentation / hiding of facts in order to influence a procurement process or the execution of a contract to the detriment of the other bidders, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the other bidders of the benefits of free and open competition.

- 21.5 For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Rate Contracting Authority, and the supplier shall be liable for all losses sustained by the Rate Contracting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- 21.6 Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.
- 21.7 In all the above conditions, the decision of the Rate Contracting Authority shall be final and binding.

22. Force Majeure

- 22.1 Not with standing the provision of GCC Clause 19, 20, 21, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 22.2 For purpose 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 Rate Contracting Authority either in its sovereign or contractual capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Rate Contracting Authority in writing with adequate proof of such conditions and the cause thereof. Unless otherwise directed by the Rate Contracting Authority in writing the Supplier continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

23. Termination for insolvency

- 23.1 The Rate Contracting Authority 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 Rate Contracting Authority.

24. Termination for Convenience

- 24.1 The Rate Contracting Authority, 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 Rate Contracting Authority’s convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination become effective.

24.2 The Goods that are complete and ready for shipment within 21 days after the Supplier's receipt of notice of termination shall be accepted by the Rate Contracting Authority at the Contract terms and prices. For the remaining Goods, the Rate Contracting Authority may elect:

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

25. Resolution of Disputes

25.1 The Rate Contracting Authority and the Supplier for the rate contracts & purchaser and supplier for supply order, supply, delivery and payment and other issues shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

25.2 If, after thirty (30) days from the commencement of such informal negotiations, the Rate Contracting Authority and the Supplier & 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 formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

- i. 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. It is specified that during the course of the arbitration proceedings, the supplier shall not stop the work and in case the supplier does so, the Rate Contracting Authority will be free to get the balance work / supply executed from any other agency or supplier and in such a condition, the additional costs incurred by the Rate Contracting Authority shall be borne by the supplier which will be adjusted in the security deposits and further be recoverable from the supplier.
- ii. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.

25.3 Notwithstanding any reference to arbitration herein the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

26. Limitation of Liability

26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6.

- i. the supplier shall not be liable to the Rate Contracting Authority, whether in contract, tort, or otherwise, for any indirect or consequential clause 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 suppliers to pay liquidated damages to the Rate Contracting Authority, and

- (ii) the aggregate liability of the supplier to the Rate Contracting Authority, whether under the contract, in tort or otherwise, shall not exceed the total ordered price, provided that this limitations shall not apply to the cost of replacing sub-standard/defective goods.

27. Governing Language

- 27.1 The contract shall be written in English language. Subject to GCC Clause 28, 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.

28. Applicable Law

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

29. Notices

- 29.1 Any notices given by one party to the other, pursuant to this Contract, shall be sent to other party in writing, confirmed in writing to the other Party's address specified in SCC.
- 29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

30. Taxes and Duties

- 30.1 In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be paid extra, if the rates of excise duty prevailing at the time of tender, has been shown extra and actually paid by the supplier. For claiming the additional cost on account of the increase in Excise Duty, the supplier should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to Purchaser and also must claim the same in the invoice separately.
- 30.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc. incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax/VAT (not surcharge in lieu of Sales Tax/VAT) in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the supply order.

31. Fall Clause

- 31.1 Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical

description to any other State Government / DGS&D/ Public Undertaking during the period of the contract.

31.2 If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Rate Contracting Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Rate Contracting Authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates afterwards.

31.3 If at any time during the period of contract, the supplier quotes the sale price of such Equipments or sells such Equipments to any other State Govt. / DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Rate Contracting Authority and the prices payable under the rate contract for the Equipments supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation however reduction shall not apply to :-

- (a) Export by the supplier
- (b) For all contracts entered into prior to the date of the tender or for any backlog of pending orders.

31.4 Within six months of the commencement of the rate contract and at the rate contract period a certificate in the following forms will have to be submitted by the supplier :-

I/We certify that the stores of description identical to the store supplied to the Govt. of M.P. under the contract herein have not been sold by me/us to any other State Govt. / Central Govt. / DGS&D / Public Undertaking during the period of the rate contract of Madhya Pradesh under the contract / except for the quantity of under sub-clause (a) & (b) of the clause 31.3.

32. Jurisdiction

32.1 In respect of all disputes or claims related with Rate Contracts out of or under this contract, District Court, District Indore, Madhya Pradesh alone shall have jurisdiction to entertain the same.

32.2 In respect of all disputes or claims related with Supply, Payments and any other out of or under this contract, the concerned Court of Purchaser's place shall have jurisdiction to entertain the same.

CHAIRMAN, PURCHASE COMMITTEE &
DEAN, M.G.M MEDICAL COLLEGE,
A.B. ROAD INDORE (M.P.)

**SECTION IV :
SPECIAL CONDITIONS OF CONTRACT(SCC)**

SECTION IV : SPECIAL CONDITIONS OF CONTRACT
(SCC)

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Special Conditions of Contract (SCC)

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 numbers of the general conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g) (a) The Purchaser is concerned Deans / Superintendents of Govt. / Autonomous Medical Colleges and Associated Hospitals of Indore/Bhopal/Gwalior/Jabalpur/Rewa & Sagar which is also Good's Receiving Authority.

GCC 1.1 (i) (b) The Supplier is the individual or firm supplying the Goods and Services under this Contract.

GCC 1.1 (h) (c) The Purchaser Country is India.

GCC 1.1 (k) (d) The project site is as per supply order.

2. Performance security (GCC Clause 7)

2.1 The supplier shall be required to pay 10% performance security of the order value or maximum Rs. 15 lac which ever is less. The performance security should be paid upfront in respect of each supply order or before the due date fixed by the Purchaser, valid up to the end of guarantee / warranty period for performance obligations including warranty obligations.

2.2 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 satisfactory performance obligations including the warranty obligations under the contract.

2.3 Add as clause 7.5 to the GCC the following:-

In the event of any contract amendment, the supplier shall, within 07 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 further period of 60 days thereafter.

3. Inspection and tests (GCC Clause 8)

If purchaser wishes:

A. The inspections shall be carried out by the appointed Technical Committee or Inspection Agency at the premises of the suppliers / godown or stores of the

supplier / at point of delivery / installation. Inspection and testing charges for the above purpose shall be borne by the supplier.

- B. Inspection note will be issued by the inspection committee verifying the specification, performance, details of accessories supplied with the machine, test certificate issued by the respective authority etc. as decided by the purchasing committee.
- C. The machine will be dispatched only after the inspection procedure has been followed and inspection note issued to accept the consignment.
- D. The consignee may also draw the sample, at random, from the consignment within 45 days of their receipts, and get them re-tested to satisfy whether the lots conform to the laid down specification. In the event of the sample failing to conform to specification, the consignee shall reject the batch of supply and inform the supplier for arranging replacement of the rejected batches at his own cost.
- E. When the inspection conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawing and production data shall be furnished to the inspectors at no charge to the Purchaser.
- F. In the event of the sample of EQUIPMENTS failing quality test and found to be not as per specification the Purchaser is at liberty to make alternative purchase of the items, of EQUIPMENTS for which the supply orders have been placed, from any other sources or in the open market or from any other suppliers who might have quoted higher rate at Bid and the cost of the supplier and in such cases the Purchaser has every right to recover the excess cost from supplier's performance security.
- G. If any items of equipments supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty or unfit for consumption and if payment had already been made to him then the contract price or prices of such articles or things will be recovered from the supplier,. The supplier will not be entitled to any payment, whatsoever, for items of equipments found to be NOT OF STANDARD QUALITY whether consumed or not and the purchaser is entitled to deduct the cost of such equipments from any amount payable to the supplier. On the basis of nature of failure, the product / supplier will be moved for black listing.
- H. For equipments labelled as NOT OF STANDARD QUALITY, the concerned administration will be informed for initiating necessary action against the supplier and that product shall be banned / black listed and no further supplies will be accepted from him till he is legally discharged. The supplier shall also not be eligible to participate in tenders for supply of such equipments for a period of five subsequent years.

4. Annual (without spare parts) (AMC) / Comprehensive (include free labour, repair, other services & spare parts) Maintenance Contract (CMC) & Training

- 4.1 The Bidder shall also quote charges for Annual (without spare parts) / Comprehensive (include free labour, repair, other services & spare parts) Maintenance Contract for the next five years after the expiry of two years warranty period in Annexure-XII.
- 4.2 The bidder shall provide operational training to 1 officer and 2 cook / kitchen servant for minimum of 3 days by the expert or as instructed at the time of agreement.
- 4.3 The bidder should take guarantee of the availability of all spare parts for a minimum period of 07 years from the date of installation.
- 4.4 Genuine equipments and instruments etc. should be supplied. Tenderers should indicate the source of supply i.e. name and address of the manufacturers from whom the items are to be imported.

5. Packing (GCC Clause 9)

Add as clause 9.3 of the GCC of the following:-

Packing Instructions: The Supplier will be required to make separate 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.

- 5.1 Packing should be able to prevent damage or deterioration during transit.
- 5.2 In the event of items of equipments supplied found to be not as per specifications in respect of their packing, the Purchaser is at liberty to make alternative purchase of the items of equipments for which the supply orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost and imposes penalty as mentioned in GCC clause 21.1.

6. Delivery and documents (GCC Clause 10)

Upon delivery of the goods, the supplier shall submit the following documents to the Purchaser.

- (i) Three copies of the supplier invoice showing Goods description, quantity, unit price, and total amount.
- (ii) Acknowledgement of receipt of goods from the consignee(s).
- (iii) Installation certificate signed by respective consignee.
- (iv) Manufacturer's / supplier's warranty certificate.
- (v) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

- (vi) Certificate of origin.
- (vii) Photocopy of all test report of all equipments etc. should be submitted with every delivery challan.

7. Insurance (GCC Clause 11)

For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to the value of the goods from final destinations as specified in the supply order of “All Risks” basis including war Risks and strike.

Should any loss or damage occurs, the supplier shall:

- (a) Initiate and pursue claim till settlement, and
- (b) Promptly make arrangement for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

8. Payments (GCC Clause 14)

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

- 8.1 No advance payments towards cost of equipments etc. will be made to the supplier.
- 8.2 All payments shall be made by way of crossed cheques drawn in favour of the supplier.
- 8.3 All bills / invoices should be raised in triplicate in the name of Concerning Purchaser.
- 8.4 Payment will be made after completion of supply of goods / service as per supply order, installation, commissioning and successful test running at the site, due verification and subsequent satisfactory report of the user department. Payments shall be made by the Purchaser after submission of the claim by the Supplier. All sincere efforts will be made for payment of due amount which has been submitted to the purchaser within 30 days unless the situation being out of control of / unforeseen for the purchaser. Proforma invoice should also be submitted.
- 8.5 FALL CLAUSE: if , at any time, during the said period, the supplier reduce the said prices of such Stores/ Equipment or sales such stores to any other person/organization at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the PURCHASER and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

9. Prices (GCC Clause 15)

Substitute clause 15.1 of the GCC with the following:

Prices payable to the supplier as stated in the contract shall not be subject to adjustment during performance of the contract

10. Liquidated damages & deduction in payment (GCC Clause 20)

10.1 For delay :

Substitute GCC clause 20.1 by the following:

Subject to GCC clause 20, if the supplier fails to deliver any or all 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, deduct from the contract price as liquidated damages, as shown below of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance up to maximum deduction of 5% of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

- A. First penalty: 31st day from the date of issue of supply order – 3% of supply ordered item.
- B. Second penalty: After additional 45 days from the date of issue of supply order – 5% of supply ordered item.
- C. The order will be deemed cancelled after expiry of 60 days from the issue date.

10.2 Purchaser has every right to receive supply even after expiry of delivery period as mentioned in the supply order and in such case, liquidated damages will be levied @ 3% of the delivery price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance.

10.3 Supply in damaged condition shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty or replacement of damaged supply on the total value of supply to that particular / other designated place.

10.4 Supply must be in toto i.e. not in fraction.

11. Resolution of disputes (GCC Clause 25)

Add as GCC clauses 25.4 and 25.5 the following:

11.1 The dispute resolution mechanism to be applied pursuant to GCC clause 25 shall be as follows:

- (a) In case of dispute or difference arising between the Rate Contracting Authority / Purchaser and 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 Next Higher Authority shall be the Arbitrator. Any claim shall be first referred to the Rate Contracting Authority for negotiations and settlement and if the same fails, the aggrieved person shall be free to take recourse to the provisions of the Arbitration and Conciliation Act 1996.

11.2 The Venue of Arbitration shall be Indore (M.P.)

12. Notices (GCC Clause 29)

For the purpose of all notices, the following shall be the address of the Rate Contracting Authority & Purchaser and supplier:

Rate Contracting Authority: The Chairman, Purchase Committee & Dean
M.G.M. Medical College, A.B.Road, Indore (M.P.)

Purchaser :
1. Deans/ Superintendents of Govt. Medical Colleges &
Associated Hospitals of Indore/Bhopal/
Gwalior/Jabalpur/Rewa & Sagar.

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

13. Supplier Integrity

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercise all means available to achieve the performance as specified in the contract.

14. Supplier's obligations

The supplier is obliged to work closely with the Rate Contracting Authority & Purchasers staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The supplier will abide by the job safety measures prevalent in India and will free the purchase from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The supplier is fully responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat all data and information about the Rate Contracting Authority / Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Rate Contracting Authority / Purchaser.

15. Patent right (GCC Clause 6)

In the event of any claim asserted by a third party of infringement of copyright , patent, trademark or industrial design rights arising from the use of goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses court cost and lawyers fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

16. Progress of Supply

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

Supplier shall regularly intimate item wise 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 consignee and date :
- Quantity where incidental services have been satisfactorily completed with date :
- Quantity where rectification / replacement effected / completed on receipt of any communication from consignee / Purchaser with date :
(In case of state-wise inspection, details required may also be specified).

17. Contractor to Provide Everything Necessary

17.1 The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer / Architects whose decision shall be final and binding. The contractor shall make his own arrangement for ground and fresh water, electricity for carrying out the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for ground or fresh water and electricity. The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/ or material inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents. The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machinery and equipment and necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and

protection and the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make all good matters and things disturbed during the execution of works to the satisfaction of the Rate Contracting Authority / Purchaser.

18. Time of Completion, Extension of Time & Progress Chart

18.1 **Time of Completion:** The entire work is to be completed in all respects within 8 (eight) weeks. The work shall be deemed to be commenced within 21 days from the date of acceptance letter or date of handing over of site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the contractor. The work shall not be considered as complete until the Rate Contracting Authority have certified in writing that this has been completed and the defects liability period shall commence from the date of such certificate.

18.2 **Extension of Time :** If in the opinion of the Rate Contracting Authority the works be delayed

- (a) by reason of any exceptionally inclement weather, or
- (b) by reasons of instructions from the Rate Contracting Authority in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring owners or
- (c) by the works, or delay, of the contractors or tradesmen engaged or nominated by the Rate Contracting Authority and not referred to in the specification or
- (d) by reason of authorised extra and additions or
- (e) by reason of any combination of workmen or strikes or lock – out affecting of the building trades or
- (f) from other causes which the Rate Contracting Authority may consider being beyond the control of the contractor, the Rate Contracting Authority at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of the Rate Contracting Authority failing to give possession of the site upon the day specified above the time of completion shall be extended suitably. In case of such strikes or lock – outs, as are referred to above, the contractor shall,

immediately give the Rate Contracting Authority, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Rate Contracting Authority to proceed with the works on his doing so that it will be ground of consideration by the Rate Contracting Authority for an extension of time as above provided. The decision of the Rate Contracting Authority as to the period be allowed for an extension of time for completion hereunder (which decision shall final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the Rate Contracting Authority shall than, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of liquidated damages shall, in such, be read and construed if the extended date fixed by the Rate Contracting Authority were substituted for and the damage shall be deducted accordingly.

- 18.3 **Progress of Work:** During the period of construction the contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Rate Contracting Authority contractor should also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

19. Contractor's Employees

- 19.1 The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Rate Contracting Authority. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The contractor's rate shall include wages to all supervising staffs to be employed by him. The contractor shall employ local labourers on the work as far as possible. No labourer below the age of eighteen years and who is not an Indian national shall be employed on the work. Any labourer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor. The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The payment of Wages Act.
- b) Employer's Liability Act
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act. 1970 and Central Rules 1971
- e) Apprentices Act. 1961
- f) Minimum Wages Act
- g) Any other Act or enactment relating thereto and rules framed there under from time to time. The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Rate Contracting Authority in connection with any claim that may be made by any workmen. The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Rate Contracting Authority regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same. The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

20. Assignment

- 20.1 The whole of the kitchen machinery included in the contract shall be supplied by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Rate Contracting Authority and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

21. Damage to Persons and Property Insurance etc.

- 21.1 The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Rate Contracting Authority and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts on compensation or damage consequent upon such claim. The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties. The Rate Contracting Authority shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the contractor.

22. Clearing Site on Completion

- 22.1 On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Rate Contracting Authority. The rate quoted by the contractor shall include all such contingencies.

23. Defects After Completion

- 23.1 The contractor shall make good at his own cost and to the satisfaction of the Rate Contracting Authority all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In the default, the Rate

Contracting Authority may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Rate Contracting Authority or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained under clause no. GCC-7 together with any expenses the Rate Contracting Authority may have incurred in connection therewith.

24. Concealed Work

24.1 The contractor shall give due notice to the Rate Contracting Authority whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Rate Contracting Authority be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. If any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Rate Contracting Authority shall be accepted as correct and binding on the contractor.

25. Specification of Materials

25.1 The contractor will ensure and confirm that only new original and genuine equipment/s will be supplied by him.

25.2 All equipments shall be fabricated out of first quality IS-304 food-grade non-magnetic 18/8 Stainless steel material, and all the joinery will be done by argon arc welding duly ground and polished.

25.3 Unless otherwise specified in the Schedule of Work/specifications for individual equipments, all tops of counters and top-shelves shall be made out of 16 SWG Stainless steel sheet, and all partitions/other-shelves/front panels shall be made out of 18 SWG Stainless steel sheet and all side panels shall be made out of 20 SWG Stainless steel sheet.

25.4 All burners of cooking ranges shall be Indian Oil Corporation's approved burners. All other L.P. Gas parts shall be of branded company.

- 25.5 All compressors for refrigerators and water-coolers etc. shall be hermetically sealed compressors of branded company.
- 25.6 All legs of tables, racks, etc., shall be made of 1.5 ” x 16 SWG stainless steel pipe and cross bracings of 1 ” x 16 SWG Stainless Steel pipe. All equipments shall be provided with adjustable nylon bullet feet, with a minimum adjustment of 50 mm unless specified otherwise.
- 25.7 All angles, bends, channels and other structural shapes used for framing etc., shall be of standard and reputed makes, uniform and ductile, free from scale/rust/checks/any other surface defects. All MS angle frames shall be fabricated from 38x38x5mm / 40x40x4mm MS angles. All MS parts shall be coated with primer and grey hammer tone paint or Aluminium paint. All MS frames shall be fully concealed by SS sheet panelling.
- 25.8 All external corners shall be suitably deburred and finished.
- 25.9 The welding of frames and sheets shall be ground to smooth finish; and S.S. Sheet shall be polished in such a manner that joints shall not be noticed by naked eye.
- 25.10 All working tops shall be sound dampened by suitable method.
- 25.11 All tops, shelves, counters, table-tops, drain-boards, dish-tables, etc., shall be suitably reinforced /braced with MS angles.
- 25.12 Wherever stainless steel pipe or tubing is specified, it shall be seamless or welded of specified gauge and of true roundness.
- 25.13 Where equipment is provided with handles, knobs, hinges, brackets, etc., the same shall be either of stainless steel or as otherwise specified. All drawers, cabinets, refrigerators, storage-bins, etc., shall be provided with heavy duty, security types chrome plated cylindrical type locking devices.
- 25.14 All nuts bolts and screws shall be of concealed type suitably finished.
- 25.15 Unless otherwise specified, all sliding doors shall be removable type and constructed of 20 SWG polished stainless steel exterior. Doors shall be of double pan construction, filled with suitable sound-dampner, 12.7mm thick with all corners welded, ground and polished smooth. Bolts and screws shall be kept to a minimum and shall be of corrosion resisting metal.
- 25.16 Unless otherwise specified all hinged doors for cabinets, counters, etc., to be constructed of 18 SWG polished stainless steel front. Hinges, catches and locking devices to be chrome plated brass. Hinges constructions to be so as to eliminate

exposed bolts and screw heads. Doors handle to be provided and to be of stainless steel heads and flush mounted.

- 25.17 When sinks are specified for tables or counters, they shall be of the same gauge as specified for tops.
- 25.18 Cold pans shall be of size and shape as per specifications. Cold pan shall be constructed as integral part of the unit. Pan shall be constructed of 16 SWG polished stainless steel with all sides and bottom insulated with 50 mm thick insulation.
- 25.19 All equipments shall be complete in all respects and ready to use to the entire satisfaction of the Dean of the concerned medical colleges & associated hospitals of Indore, Bhopal, Jabalpur, Gwalior, Rewa and Sagar (M.P.), including all accessories fittings etc. Nothing extra beyond the quoted rate/s shall be paid by the Rate Contracting Authority.
- 25.20 All electrical equipments and electrical part(s) of the equipments shall be of ISI mark approved reputed makes.
- 25.21 All connecting wires for electrical equipments shall be ISI mark copper conductor three core cables of matching capacity.
- 25.22 All equipments shall be pre-plumbing tested for electrical insulation and earthing.
- 25.23 Superior satin (matt) finish polish required on all the equipments.
- 25.24 All materials shall be purchased by the contractor from the reputed suppliers and as per IS requirements in order to ensure proper and consistent quality.

CHAIRMAN, PURCHASE COMMITTEE &
DEAN, M.G.M MEDICAL COLLEGE,
A.B. ROAD INDORE (M.P.)

BID FORM

Date : 28.06.2013

Tender No. CPC/KITCHEN-EQP/13-14/14 SECOND CALL

To,

The Chairman Purchase Committee &
Dean M.G.M. Medical College
A.B.Road, Indore (M.P.)

I/We, the undersigned, declare that:

- i. I/We have examined the bidding documents including Addenda Nos. (insert numbers), the receipt which is hereby acknowledged.
- ii. I/We have gone through all terms and conditions of the tender document before submitting the same. I/We hereby agree to all terms and conditions as stipulated in the tender document and offer to supply and deliver (Brief description of equipments) in conformity with the bidding documents in accordance with the schedule of prices attached herewith and made part of this bid.
- iii. I/We undertake, if our bid is accepted, to deliver the goods in accordance with delivery period specified in the supply order.
- iv. I/We agree to abide by this bid for a period of 365 (numbers) days after the date fixed for bid opening and shall remain binding upon us and may be accepted at any time before the expiration of that date.
- v. If our bid is accepted, we commit to submit a performance security in accordance with GCC clause 7 & SCC clause 2 for the due performance of the contract.
- vi. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of rate contract shall constitute a binding contract between us.
- vii. I/We undertake if at any time, it is found that any information furnished by us to the Rate Contracting Authority, either in our bid or otherwise, is false, the Rate Contracting Authority reserves the right to terminate the contract without assigning any reasons, forfeiting the bid security or performance security and blacklisting us for a period of 5 years.
- viii. I/We understand that you are not bound to accept the lowest or any bid you may receive.
- ix. I/We hereby submit our tender for the _____.
- x. I/We now enclosing herewith the E.M.D. No. _____ dated _____.
- xi. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
- xii. Tenders are duly signed (No thumb impression should be affixed).
- xiii. I/We undertake to sign the contract / agreement, if required, within 15 (fifteen) days from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Dated this day of 2013.

(Signature)

(in the capacity of :.....)

Duly authorized to sign for and on behalf of

Witness 1

Witness 2

TABLE OF ANNEXURES

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**FORM OF CERTIFICATE OF SALES TAX / VAT / CST
VERIFICATION TO BE PRODUCED BY AN APPLICANT FROM THE
CONTRACT OR OTHER PATRONAGE**

(To be filled up by the applicant)

01. Name of style in which the applicant is addressed or assessable to sales tax / VAT / CST addresses or assessment.
02. a. Name and address of all companies , firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity
b. Places of business of the applicant (all places of business should be mentioned)
03. The Districts, blocks and division in which the applicant is assessed to sales tax / VAT / CST (all places of business should be furnished)
04. a. Total contract amount or value of patronage received in the preceding three years
2009-10
2010-11
2011-12
b. Particular of sales – Tax / VAT /CST for the preceding three years

Year	Total T.O. (Turnover) be assessed (Rs)	Total Tax assessed (Rs)	Total Tax Paid (Rs)	Balance due (Rs)	Reasons for Balance (Rs)
2009-10					
2010-11					
2011-12					

- c. If there has been no assessment in any year, whether any returns were submitted? if yes, the division in which the returns were sent?
d. Whether any penal action or proceeding for the recovery of Sales tax / VAT / CST is pending?
e. The name and address of Branches, if any :

I declare that that the above information is correct and complete to the best of my knowledge and belief.

Signature of Applicant:
Address:
Date:

MANUFACTURER’S AUTHORIZATION LETTER

No..... Dated.....

To,

Dear Sir,

Tender No.:

We _____ an established and reputable Manufacturers of _____ having factories at _____ and _____ do hereby agree to supply _____ confirming to the required specification and required quantity to M/s _____ (Bidder) as offered by them to supply against the above stated Tender. This is also certified that M/s _____ is our authorized distributor / importer since _____ (month & year should filled), and his performance is satisfactory.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the supply against this invitation for Bid by the above firm.

Yours
faithfully,

(name)

for and on behalf of M/s _____ (Name of manufacturers)

Note: This letter should be signed by a person competent and having authority to sign on behalf of manufacturer, and should be duly Notarized.

ANNEXURE – III
Ref. Clause No. 17.1 (T) of ITB

DECLARATION / UNDERTAKING

I/We/ M/s. _____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ and its Factory Premises at _____ do declare that I/We have carefully read all the conditions of tender in Ref. No. _____ for supply of kitchen items / equipment, floated by the Purchase Committee, and accept all conditions of Tender.

I/We agree that the rates quoted for the items shall in no events exceed the lowest price are made to any other persons / organization / institution during the period of contract.

I/We agree that the Purchaser has rights of forfeiting the Bid Security and or Performance Security Deposit and blacklisting me/us for a period of 7 years if any information furnished by us proved to be false at the time of inspection and not complying to the tender conditions.

Signature of the Bidder

Name & Address in capital letters with Designation

Document should be duly Notarized.

ANNEXURE – IV

Ref. Clause No. 17.1(e) of ITB

**PROFORMA FOR LIST OF INSTALLATIONS IN LAST THREE
YEARS OF THE MANUFACTURER'S**

Name of the Manufacturer _____

Sl. No.	Name of the Purchaser & address with phone number	Name of installed Kitchen equipment and model	Date of installation	Quantity
	1	2	3	4

1

2

3

4

5

6

7

8

9

10

11

12

Signature and seal of the Bidder

ANNUAL TURNOVER STATEMENT

The annual Turnover of M/s For the past three years are given below and certified that the statement is true and correct.

Turnover in Crore (Rs.)

Sr No.	Year	Turnover in Crores (Rs)
1.	2009-2010	
2.	2010-2011	
3.	2011-2012	

Date :

Seal:

Signature of Auditor/
Chartered Accountant

(Name in Capital)

PERFORMANCE SECURITY FORM

To: (Name of Purchase)

Whereas (Name of Supplier)

hereinafter called “the supplier” has undertaken , in pursuance of Contract No. dated..... 2013 to supply [description of goods and related 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 Nationalized bank for the sum specified therein as security for compliance with the Suppliers 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 total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (amount of Guarantee) as aforesaid, without 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 2013.

Signature and Seal of Guarantors

Date2013

Full Address of the Bank:

CONTRACT AGREEMENT FORM
(Tender No. _____)

THIS CONTRACT AGREEMENT made theday of 2013 between Rate Contracting Authority (Dean, M.G.M. Medical College, Indore M.P.) (Name of Rate Contracting Authority) of India (country of Rate Contracting Authority) (hereinafter called “the Rate Contracting Authority”) of one part and M/s (name of supplier) of (city and country of supplier) (hereinafter called “the supplier”) of the other part :

WHEREAS the Rate Contracting Authority invited bids for certain goods and ancillary services viz. KITCHEN EQUIPMENTS (Brief description of goods” and services) and has accepted a bid by the supplier for the supply of those goods and services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract referred to :
2. The following documents shall constitute the contract between the Rate Contracting Authority and the supplier, and each shall be read and construed as an integral part of the contract :
 - a. This contract agreement :
 - b. Instructions of contract :
 - c. General conditions of contract :
 - d. Special conditions of contract :
 - e. Technical Specifications :
 - f. The supplier’s bid and original price schedules
 - g. The Rate Contracting Authority’s notification of rate contract.
3. This contract shall prevail all other contract documents. In the event of any discrepancy or inconsistency with the contract documents, then documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide

the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

5. 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 as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Sr No.	Item Code	Item Description	Unit	F.O.R. Rate per unit (Rs.)*

* The above rates are inclusive of excise duty, transportation, insurance, inspection & testing charges and any incidental charges, but exclusive of CST/VAT.

6. The prices shall be valid for one year from the date of agreement, unless revoked and thereafter for a further period as agreed upon mutually.
7. The supplier shall agree to deposit inspection and testing charges and service tax as per tender conditions, in advance by cash / demand draft, against the value of supply order.
8. The supplier shall agree to deposit 10% performance security, along with as mentioned at point no. 7 (above), in advance by FDR / Bank Guarantee, against the value of particular supply order for a period of 18 months.
9. The suppliers are not authorized to supply material directly to any state Govt. / Semi Govt. / any other organization on the rate lower than the rate contract.
10. The supplier shall supply the goods directly to the indenter / purchaser at the address given in the supply order.
11. The supplier shall raise bills directly in the name of indenting officer / purchaser against the supplies made directly by them to the indenter's satisfaction in compliance with the conditions contained in the supply order.
12. The supplier shall receive payment against its bill directly from the indenting department / purchasing department. In case of Non-payment for the supplies made by supplier, they will demand payment directly from the department / indenter concerned and in no case Purchase Committee shall be responsible for the consequence for delayed payment or non-payment.
13. The supplier shall carefully read all the conditions of tender for supply of equipment, floated by the Purchase Committee, and accept all terms and conditions in the tender

document. Signing this contract means that the supplier has read all the terms and conditions and abide by it.

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

That, in token of this agreement, both parties have today affixed their signature at Indore.

Signed, Sealed and delivered by the

Said (For the RATE CONTRACTING AUTHORITY)

In the presence of:

Signed, Sealed and Delivered by the

Said (For the supplier)

In the presence of :

(1) Signatruue

Name & Address

Tel. & Mob. No.

(2) Signatruue

Name & Address

Tel. & Mob. No.

**DETAILS OF MANUFACTURING UNIT / AUTHORIZED
DISTRIBUTORS**

Name of the Tenderer & Full Address :
(Whether manufacturer / authorized distributor)

PAN number :

Phone Nos. :

Fax No. :

E-mail Address :

Date of Inception :

Equipments Manufacturing / Distribution License No & Date :
(certified copy should be enclosed)

Issued by :

Valid upto :

CST / VAT Registration No. :

If bidder is authorized distributor then :
name, address, telephone, fax of
authorized manufacturer.

Name & Designation of Authorized Signatory

Signature of the Authorized Signatory

1. The details of manufacturing unit according to the norms with all facilities , modern machinery and technical persons in the organization with approved factory plan to fulfill the above criteria.

PRICE SCHEDULE

This form should be filled online only and if submitted manually or in CD than bid will be rejected. Pattern attached herewith is for reference only.

Sr No	Item Code	Name of the Kitchen Equipment / Item	Name of Manufacturer	Make & Model No.	Rate per Unit (Landed price) (Inclusive of excise / custom duty, transportation, insurance, service charges, inspection charges and any incidental charges etc.) in Rupees	Amount of Transportation, Insurance, Service charges, Inspection charges (included in quoted rate per unit Amount in Percentage)	Rate of Excise / Custom Duty (included in quoted rate per unit Amount in Percentage)	Rate of CST/ VAT as applicable in Percentage
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

Date:

Signature
Name in Capital Letters
Designation

Note: This format of price schedule is a sample for the Bidders. Price schedule should be submitted online only in the prescribed format and price schedule should not be submitted in physically or in form of CD, otherwise bid shall be rejected.

PRICE SCHEDULE FOR ANNUAL (WITHOUT SPARE PARTS) /COMPREHENSIVE (INCLUDE FREE LABOUR, REPAIR, OTHER SERVICES & SPARE PARTS) MAINTENANCE CONTRACT (A.M.C. / C.M.C.) AFTER EXPIRY OF WARRANTY

(RATES SHOULD BE QUOTED IN PERCENTAGE OF THE VALUE OF THE MACHINE)

This form should be filled online only and if submitted manually or in CD than bid will be rejected. Pattern attached herewith is for reference only.

Sr No	SME Code No.	Name of the Kitchen Equipment	For first year with spare parts & labour	For second year with spare parts & labour	For third year with spare parts & labour	For fourth year with spare parts & labour	For fifth year with spare parts & labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Place:

Date:

Signature
Name in Capital Letters
Designation

Note: This format of price schedule is a sample for the Bidders. Price schedule should be submitted online only in the prescribed format and price schedule should not be submitted in physically or in form of CD, otherwise bid shall be rejected.

CHECK LIST FOR TERMS AND CONDITIONS FOR KITCHEN EQUIPMENTS

Check list for Terms and Conditions (To be filled by the bidder and submitted along with the bid) Page No. must be mentioned against each serial.

Sequence for online upload of document	Particulars	Page No.
Upload 1	1. Annexure – I (Sales Tax Clearance Certificate)	
Upload 2	2. Annexure-II (Manufacture Authorization Form)	
Upload 3	3. Annexure – III (Declaration / Undertaking Form)	
Upload 4	4. Annexure – IV (Proforma for Performance Statement)	
Upload 5	5. Annexure – V (Annual Turnover Statement)	
To be filled online only	6. Annexure – VI (Specification of require Equipments) with two additional self certified copies duly signed and stamped on each page	
Upload 6	9. Annexure – IX (Details of Manufacturing Unit)	
To be filled online only	10. Annexure – X (The Price Schedule should be filled online only)	
To be filled online only	11. Annexure – XI (Price Schedule for AMC/CMC)	
Upload 7	12. Annexure – XII (Details of Service Centre in M.P.)	
Upload 8	13. Registration Certificate of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.	
Upload 9	14. Authorization letter from manufacturer authorizing a person to transact a business with R.C.A.	
Upload 10	15. The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.	
Upload 11	16. The bidder should also submit national & international quality certificates like ISI/CE/C ISO-9002, IP/BP etc” mark / IEC standard or equivalent certificate of quoted product, if available.	
To be submitted physically only	17. The bidders have to submit name of the items, its code no. for which they are quoting in the price bid. Such names and items code of the items should be submitted along with the technical bid, failing which the tenderer’s price bid will not be opened. The Bidder has to submit Name of Item and its code number.	
Upload 12	18. Concern / Company have not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization. Affidavit to this effect shall be submitted by the concern / company. b. firm has no vigilance case / CBI case pending against him / supplier. (Document should be duly notarized) c. The firm is not supply the same item at the lower rate quoted in the tender to any Govt. / Semi Govt. or any other organization. (Document should be duly notarized on 100/- Non judicial	

	stamp paper)	
Upload 13	19. Original Bid Form duly signed by authorized signatory as per Section V, duly sealed and signed by the bidder on each page for acceptance of Terms and Conditions.	
Upload 14	20. Bidders should have the registration under Commercial Tax Authority Registration should be attached.	
Upload 15	21. Certificate for being in business for more than 5 years self certified .	
Upload 16	22. Statement of good financial standing from bankers.	
To be submitted physically only	23. The printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security.(In technical bid only)	
Upload 17	24. In case of imported equipment IEC certificate of importer / bidder shall be submitted.	
Upload 18	25. A separate price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period.	
Upload 19	26. Recurring expenditure on equipments.	
Upload 20	27. Factory plan approved by the architect.	
Upload 21	28. The details of manufacturing unit containing list of machinery, facilities and technical person's in the organisation.	
Upload 22	29. Any other document required as per tender document.	

**List of Required Kitchen Equipments with detailed specifications for
kitchens of Govt. Medical Colleges & Associated Hospitals of Indore,
Bhopal, Gwalior, Jabalpur, Rewa & Sagar.**

S. N.	Item Code	Equipment Name	Specifications	Required quantity
1	KE 1	Grain storage box capacity 100 kg size : 20 x 20 x 30 inches	i) Full Stainless Steel Construction of 304 grade. ii) Stainless Steel Lid Stopping Chain to be given and chrome plate locking hasp and staple. iii) Heavy Duty Castor wheels provided at base having smooth running mechanism.	62
2	KE 2	Double door vertical fridge Size 27 x 27 x 84 inches	i) Stainless Steel Outer and Inner Body of 304 grade. ii) High Density 'PUF' Insulation. iii) Insulated Double body Stainless Steel. Doors of 304 grade. iv) Imported Copper Cooling coils having high finish to be installed on inner tank. v) Stainless Steel Grills for keeping stuff of 304 grade.. vi) High Quality Compressor ISI / ISO mark. vii) Stainless Steel. Side Panels, Back Panels, Compressor Panels. viii) Top Stainless Steel. Grill to be given above compressor unit to safeguard from rodents.	10
3	KE 3	Vertical storage rack (5 shelf) Size: 45 x 20 x 72 inches	i) Stainless Steel Shelves of 18 swg x 304 grade. ii) No. of Stainless Steel Shelves – 5. iii) Stainless Steel Vertical Legs of 16 swg x 304 grade.	26
4	KE 4	Work table with single sink unit Size: 72 x 24 x 34 + 4 inches	i) Stainless Steel Sinks and top of 16 swg x 304 grade. ii) 16 swg. Stainless Steel legs and bracing of 304 grade. iii) Drain Coupling provided. iv) Sink Size : 20 x 20 x 14" deep	12
5	KE 5	Three Sink Unit Size: 72 x 24 x 34 + 4 inches	i) Stainless Steel Sinks and top of 16 swg x 304 grade. ii) 16 swg. Stainless Steel legs and bracing of 304 grade. iii) Heavy Duty Drain Coupling to be provided. iv) Sink Size : 18 x 18 x 12" deep	8
6	KE 6	Dough Kneading Machine : 25 Kg capacity	i) Stainless Steel Drum of 14 swg and Stainless Steel Mixing Rod of 28mm thickness (both of 304 grade). ii) Heavy Duty M.S. Structure. iii) Heavy Duty Electric Motor with ISI mark & 1 year warranty. iv) Stainless Steel Chain Covers of 304 grade.	6
7	KE 7	Work Table with Under shelf Size: 72 x 24 x 34+4 inches	i) Stainless Steel Top and Under shelf of 18 swg 304 sheets. ii) Top reinforced by 35 x 35 x 5 M.S. Angles and US reinforced by 32 x 3 M.S. angles duly painted. iii) Stainless Steel legs of 16 swg x 304 grade. iv) Adjustable Nylon Bullet Feet.	11
8	KE 8	Work table with Under shelf Size: 60 x 24 x 34 inches	i) Stainless Steel Top and Under shelf of 18 swg 304 sheets. ii) Top reinforced by 35 x 35 x 5 M.S. Angles and US reinforced by 32 x 3 M.S. angles duly painted. iii) Stainless Steel legs of 16 swg x 304 grade. iv) Adjustable Nylon Bullet Feet.	10

9	KE 9	Work Table with Under shelf Size: 18 x 24 x 34 inches	i) Stainless Steel Top and Under shelf of 18 swg 304 sheets. ii) Top reinforced by 35 x 35 x 5 M.S. Angles and US reinforced by 32 x 3 M.S. angles duly painted. iii) Stainless Steel legs of 16 swg x 304 grade. iv) Adjustable Nylon Bullet Feet.	18
10	KE 10	Single burner gas range Size: 24 x 24 x 18 inches With suitable size Ventilation Hood	Gas Burner i) Heavy Stainless Steel Top of 16 swg. x 304 grade ii) Top reinforced by 35 x 5 M.S. Angles iii) Sturdy C.I. Top grates (Jaali). iv) Adjustable Nylon Bullet Feet. v) Perforated Stainless Steel Side Panels x 304 grade vi) High Quality LPG fittings and pigtail. vii) Ash Trays provided. viii) Stainless Steel legs and bracing of 16 swg. x 304 grade. Ventilation Hood i) Full Stainless Steel Construction of 202 grade. ii) Stainless Steel Baffle Filters with weep holes. iii) Oil Collection Box provided. G.I. Ducting and mounting of Hoods i) G.I. Ducting of 22 swg. sheet of ISI Mark first quality ii) Mounting of Ventilation Hoods with suitable long life supports.	13
11	KE 11	Double burner gas range Size: 60 x 30 x 24 inches With suitable size Ventilation Hood	Gas Burner i) Heavy Stainless Steel Top of 16 swg. x 304 grade ii) Top reinforced by 35 x 5 M.S. Angles iii) Sturdy C.I. Top grates (Jaali). iv) Adjustable Nylon Bullet Feet. v) Perforated Stainless Steel Side Panels x 304 grade vi) High Quality LPG fittings and pigtail. vii) Ash Trays provided. viii) Stainless Steel legs and bracing of 16 swg. x 304 grade. Ventilation Hood i) Full Stainless Steel Construction of 202 grade. ii) Stainless Steel Baffle Filters with weep holes. iii) Oil Collection Box provided. G.I. Ducting and mounting of Hoods i) G.I. Ducting of 22 swg. sheet of ISI Mark first quality ii) Mounting of Ventilation Hoods with suitable long life supports.	11
12	KE 12	Hot plate with puffer Size: 48 x 27 x 34 inches With suitable size Ventilation Hood	Hot plate with puffer i) Heavy Duty Structure, legs and bracing. ii) Top M.S. Plate of 12mm thickness. iii) Specially formulated rectangular puffer burner with 2mm thick holes at 12mm distance each. iv) M.S. Capsules with spherical head to be mounted on the puffer plate at 1" x 1" distance each to prevent chapatti from burning holes and proper puffing. v) Pilot Burners provided. vi) Stainless Steel legs and bracing of 16 swg x 304 grade.	9

			<p>Ventilation Hood</p> <p>i) Full Stainless Steel Construction of 202 grade. ii) Stainless Steel Baffle Filters with weep holes. iii) Oil Collection Box provided.</p> <p>G.I. Ducting and mounting of Hoods</p> <p>i) G.I. Ducting of 22 swg. sheet of ISI Mark first quality ii) Mounting of Ventilation Hoods with suitable long life supports.</p>	
13	KE 13	Blower Unit for Ducting	<p>i) SISW type Blower Unit of 8000 CFM with 5 HP ISI Mark and heavy duty electric motor with 50 mm static pressure. ii) Blower Unit with backward curve and clockwise direction iii) Blower unit given along with 'MCB' and 'Starter' and 30 feet long cable.</p>	6
14	KE 14	Stone top table with Under shelf Size: 60 x 24 x 34 inches	<p>i) Top polished 'Kota Stone' Top of 1 inch thickness. ii) Stainless Steel sectional Top of 18 swg. x 304 grade with provision for inserting stone. iii) One Stainless Steel Undershelf of 18 swg. x 304 grade reinforced by M.S. angles of 32 x 3 mm thickness.</p>	9
15	KE 15	Utility Trolley (2 tier) Size: 36 x 21 x 34 inches	<p>i) Stainless Steel Shelves of 16 swg. having 60mm depth. And of 304 grade. ii) Stainless Steel legs and Handles of 16 swg. x 304 grade. iii) Heavy Duty Low Noised castor wheels (2 with brakes) with powder coated brackets.</p>	26
16	KE 16	Platform trolley Size: 36 x 20 x 34 inches	<p>i) Stainless Steel Top of 16 swg. x 304 grade reinforced by M.S. Angles of 35 x 5 mm thickness. ii) Heavy Duty Stainless Steel Handle of 16 swg. x 304 grade. iii) Heavy Duty Low Noised castor wheels (2 with brakes) with powder coated brackets.</p>	6
17	KE 17	Tea Thermos: 10 ltr	<p>i) Stainless Steel Outer and Inner Body ii) Heavy Duty Brass Tap. iii) Stainless Steel Handles to Lift Tea Jar. iv) High density Glass Wool Insulation .</p>	19
18	KE 18	Tea Thermos : 5 ltr	Specifications same as Item # 17	17
19	KE 19	Hot food trolley : 12 ltr cap x 3 containers and 7.5 ltr. x 3 containers. Size : 48 x 24 x 36 inches	<p>i) Stainless Steel Top with slots for inserting containers of 16 swg. x 304 grade. ii) Stainless Steel Water Tank of 18 swg. with 'Heater step' to assure safety of heating rod even in less water. iii) Partially covered on all sides with Stainless Steel Panels. iv) Electrically operated and thermostatically controlled. v) Heavy Duty Low Noised castor wheels (2 with brakes) with powder coated brackets. vi) One Stainless Steel Shelf of 18 swg x 304 grade with M.S. reinforcements.</p>	38
20	KE 20	Breakfast trolley: 39 x 21 x 36 inches	<p>i) Full Stainless Steel Construction of 304 grade. ii) 3 Tier Trolley with Provision for keeping Tea Flasks and Breakfast Containers. iii) Heavy Duty Low Noised castor wheels (2 with brakes) with powder coated brackets.</p>	33

21	KE 21	Masala Trolley 18 x 18 x 34 inches	Full stainless steel construction with 12 containers.	7
22	KE 22	Potato, onion storage unit 42 x24 x 34 inches	Full stainless steel construction	7
23	KE 23	Soiled Dish Landing Table Size : 60 x 24 x 34 + 18 inches	i) Stainless Steel Sunk in top (3" Sunk) of 18 swg. x 304 grade with garbage chute. ii) Stainless Steel Legs and bracing of 16 swg. x 304 grade. iii) Glass Crate resting rack provided on Top made from 16 swg. 304 grade Stainless Steel Tubes. iv) Adjustable Nylon Bullet feet.	4
24	KE 24	Water storage tank with two ½ inch tap capacity : 150 ltrs	i) Stainless Steel Body of 304 Grade (18/8 Non Magnetic). Sink type construction for proper hygiene ii) stainless steel stand 30 inches height made from SS 38mm square pipe of 16 SWG iii) Lid with locking provision. iv) Adjustable Nylon Bullet feet.	8
25	KE 25	Stainless Steel Tray Size : 24 x 24 x 2 inches deep	i) Stainless Steel Tray of 18 swg. x 304 grade. ii) Heavy Duty Stainless Steel Side Handles to be provided.	12
26	KE 26	Stainless Steel Tray Size : 36 x 24 x 2 inches deep	i) Stainless Steel Tray of 18 swg. x 304 grade. ii) Heavy Duty Stainless Steel Side Handles to be provided.	12
27	KE 27	Chapati making machine	i) Capacity – 1000 Chapatti/Hr. ii) Wt. of Chapatti – 25 gm. To 45 gm. iii) Thickness – 1.5 mm to 2-5 mm. iv) Size – 4.5 inches to 6.5 inches v) Colour – Light Brown. vi) Appearance – soft & Puffed Layer vii) Power Consumption – Single Phase 1.25 Kw.	5
28	KE 28	Food pickup counter with hot and ambient bain marie with tray slide 102' x 28" + 12 x 34 inches	i) Legs of stainless steel tube with adjustable bullet feet. (ii) Top constructed from 16 SWG stainless steel sheet. (iii) Unit will have gastronorm utensil 1x1x150 – 4 Pcs., 1x2x150 – 4 Pcs., Inner of hotcase made of GI sheet with stainless steel sliding door. Unit will have stainless steel under shelf providing water tank and front panelling of stainless steel sheets, sides covered with stainless steel sheet, (iv) capacity 20 liter – 4 pots and 10 liters – 4 pots.	4
29	KE 29	Wet grinder	Stainless steel constructed body fitted with electric motor and starter with gear box. The top will have stainless steel sheet constructed revolving drum with grinder stones and scrappers fitted with 1 HP ISI mark electric motor. Capacity 7 to 9 liters.	8

Important Note : The successful bidder must ascertain the proper sizes from the actual site prior to fabrication of the same.