#### TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF

**Computer Hardware / Software & Accessories**

# HLL/HCS/BLR/LISHW/2013/06/LTE



BY

**HLL LIFECARE LIMITED**

(A GOVT. OF INDIA ENTERPRISE)

#2, 4TH CROSS, EX-SERVICEMEN COLONY

BANASWADI ,BENGALURU- 560043

**LIMITED TENDER ENQUIRY**

**Tender Enquiry No.: HLL/HCS/BLR/LISHW/2013/06/LTE Date: 27/02/2013**

Health care Services Division of HLL Lifecare Limited, for the Hindlabs Path lab services at Delhi, invites sealed tenders, from eligible and qualified tenderers for supply, installation and commissioning of **Computer Hardware / Software & Accessories**. Eligible bidders are requested to submit their best offer along with complete technical details & commercial Terms & Conditions for **‘LIST OF REQUIREMENTS & TECHNICAL SPECIFICATIONS ’** as per Annexure**-I.**

1. The Manufacturer or their Authorised agents only can participate in the tender. If agents quote on behalf of Manufacturer, the bidder shall submit Manufacture’s Authorisation in the **form enclosed as Annexure - III**.

**2.0** The manufacturer, whose audited turnover of the last three years is more than Rs 20 Crores and should have supplied and installed in the last Five years from the date of tender opening at least 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The bidder shall provide their past major supplies in the health care institutions . The copies of Supply orders for supply of similar along with end users certificate for satisfactory performance shall be enclosed. These should be placed in Envelope1. Notary attested copies of the audited balance sheet for the last three years should be provided.

The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have an audited turn over for the last three years of morethan Rs 2 Crores/-and have supplied and installed in last **Three** years from the date of Tender Opening, atleast 50% (or one No. where the schedule of requirement is one no. ) of the quoted quantity of similar equipment which is functoning satisfactorily, any where in India of the same manufacturer. The copies of Supply orders for supply of similar along with end users certificate for satisfactory performance shall be enclosed. These should be placed in Envelope1. Notary attested copies of the audited balace sheet for the last three years should be provided.

**3.0 PRICES** (Should be placed in Envelope2.)**:**

* + Prices quoted should be **‘Firm & final’** for free delivery at various sites of projects under the Health care services division of the HLL Life care ltd across the country, mentioning the quantity, unit price, total amount and Applicable taxes etc clearly as per the price schedule in the A**nnexure- IV**.
  + Octroi /Entry tax or any other levies, if applicable, shall be paid extra if not exempted by the local body even on production of exemption certificate obtained by the supplier from purchaser/consignee. However, the same shall be reimbursed to the supplier on production of such proof of payment along with the final bill.

1. **Comprehensive Annual Maintenance Contract (CMC)**

a) **The cost of Comprehensive Maintenance Contract (CMC) as per Annexure - V** which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labor and spares, after satisfactory completion of Warranty period **may be quoted for next 5 years on yearly basis** for complete equipment. The price quoted shall remain firm and fixed during the CMC period.

b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The service taxes to be paid extra, if any, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

c) Cost of CMC will be added for Ranking/Evaluation purpose.

d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

e) During CMC period, the supplier is required to visit at each consignee’s site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

f) All software updates should be provided free of cost during CMC.

g) The bank guarantee valid for a period of two months after expiry of entire CMC period for an amount equivalent to 2.5 % of the cost of equipment shall be furnished in the prescribed format **as per Annexure - VI**, within a period of 21 days of issue of order for CMC. The performance security submitted against the order for the main equipment shall be forfeited, if security deposit for CMC is not furnished within the above said period.

h) Failure of the above [4. d) to 4. f)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.

**5.0 INSPECTION:**

The purchaser reserves the right for inspection and testing the quality & standards of the stores for assessment of quality before dispatch to the consignees or at the consignee end wherever required.

**6.0 DELIVERY PERIOD FOR SUPPLY, INSTALLATION & COMMISIONING:**

In the event of placement of Supply order, the bidder shall supply, install and commission the stores within 30 days of placement of supply order.

1. **LIQUIDATED DAMAGES:**

In the event of placement of an order, if the Supplier fails to deliver, install and commission the stores in full or part thereof with in the delivery period as stipulated in Clause 7.0 above, the Purchaser reserves the right to levy Liquidated damages @ ½% (half percent) per week of the amount of the undelivered stores for delay in supplies subject to maximum of 10% value of the supply Order. Once the maximum is reached, the HLL may consider termination of the contract and purchase the same from elsewhere, at the risk and cost of the Supplier.

1. **PAYMENT:**
   1. **PAYMENT FOR SUPPLY PORTION:**

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

**(A) On delivery:**

80 % payment of the contract price shall be made on receipt of goods in good condition and upon the submission of the following documents:

1. Three copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
2. Consignee Receipt Certificate in original issued by the authorized representative of the consignee as per the format at **Annexure-VII**;

(iii) Warranty Certificate.

(iv) Inspection Certificate.

(v) Insurance Certificate

**(B) On Acceptance:**

Balance 20 % payment would be made against ‘Final Acceptance Certificate’ as per the format at **Annexure-VIII** to be issued by the consignee accompanied by installation and commissioning certificate wherever applicable, subject to recoveries, if any.

**9.2 Payment for Comprehensive Maintenance Contract Charges:**

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract, three months prior to the completion of warranty period. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee.

**9.3** **Payment Procedure:**

i) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

ii) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.

iii) While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

**10.0 TRANSIT INSURANCE:**

Rates quoted being door delivery basis, the Supplier shall be fully responsible till full material is received in good condition at consignee’s site. As such the Supplier shall despatch the material duly insured. Insurance covering 110% value of goods (including local transportation and storage) would be borne by the Supplier from supply point/place to the consignee site for a period including 3 months beyond date of delivery

**11.0 EARNEST MONEY DEPOSIT (EMD):**

* Tenderer shall furnish along with its tender, earnest money for an amount 2% of the total equipment cost quoted.

1. The earnest money shall be furnished in the form of a Demand Draft of a scheduled bank issued in favor of HLL Lifecare LTD ,HLL Bhavan, Poojappura, Thiruvananthapuram, which should be placed in a separate sealed cover marked “Earnest money” shall be submitted along with the tender.

* **Quotations received without requisite EMD shall be summarily rejected.**

* EMD of unsuccessful tenderers will be returned to them without any interest not later than thirty days after finalization of the resultant contract. EMD of successful tenderers will be returned without any interest, after receipt of performance security from that tenderer.

12.0 PRODUCT SPECIFICATIONS:

Brand name and type of Product being offered by the Firm must be clearly mentioned in the offer. Tenderer should confirm that the stores offered conform strictly to relevant specifications. Deviations, if any, are to be clearly mentioned. Complete product specifications, technical details, illustrations, literature, printed pamphlets/leaflets etc and Manufacturers price list, if any, must accompany the quotation in **Envelope 1**. Leaflets, pamphlets, etc. shall be taken for information purpose only and shall not form the part of the contract.

**13.0 WARRANTY:**

13.1 Products to be offered as per **‘LIST OF REQUIREMENTS’** shall be warranted for a period of **THREE YEARS ON SITE** from the date of installation. No conditional warranty shall be acceptable.

13.2 The Supplier shall be responsible to replace the material free of cost at site in whole or in part if found defective in any respect after receipt at site or during normal & proper usage or storage/maintenance for which the Purchaser shall give prompt written notice. Such replacements shall be effected by the Supplier within a reasonable time actually required to do so which in no case shall be more than 15 days.

13.3 The above provisions shall also equally apply to the material replaced by the Supplier under this Clause, in case the same is again found to be defective after its replacement.

13.4 If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser/consignee, it shall be liable to suitable action as deemed fit during the operative Warranty period.

**14.0 PERFORMANCE SECURITY FOR SUPPLY PORTION:**

The supplier, shall furnish performance security to the purchaser for an amount equal to **ten percent (10%)** of the total value of the contract, within **21 (Twenty One) days** from date of the issue of Supply order by the purchaser valid up to two (2) months beyond the period of warranty in the given Proforma. Performance security shall be in the form of Account Payee Demand Draft or Bank Guarantee in favour of **‘HLL LIFECARE LTD’** valid for 40 months in the format to be provided along with the order.

**15.0 FORCE MAJEURE**:

If at any time, during the currency of the contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotages, fires, floods, explosions, epidemics, quarantines, restrictions, strikes, lock outs or acts of God (herein after referred to as ‘the events’) then provided, neither party has any claim for damage against the other in respect of such non-performance or delays in performance, deliveries under the contract shall be resumed as soon as possible if any of the events have ceased to exist . If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

**16.0 Resolution of disputes**

16.1 If dispute or difference of any kind shall arise between the HLL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either HLL or the supplier may give notice to the other party of its intention to commence arbitration, as per the provision of the arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitrator appointed by the C & MD of the HLL LIFE CARE LTD. The award of the arbitrator shall be final and binding on the parties. The language of the arbitration proceedings shall be in English.

16.3. Venue of Arbitration: The venue of arbitration shall be **Bangalore** India.

**17.0** Unless specifically mentioned to the contrary in their offer itself, it will be assumed that all terms and conditions mentioned in this enquiry are acceptable to the tenderer.

**18.0** The tender quotation of the Supplier not in conformity with the above conditions is liable to be rejected.

**19.0** HLL reserves the right to reject or accept any or all tender(s) without assigning any reason or to place the order for part or full quantity.

**20.0 INSTRUCTION TO BIDDERS:**

|  |
| --- |
| 1. All quotation/s and subsequent **Correspondence** should besent to the address given below:   **Group Head (HCS),**  **HLL Lifecare Ltd.**  **Health Care services Division**  **B-14A, Se#2, 4TH CROSS, EX-SERVICEMEN COLONY**  **BANASWADI ,BENGALURU- 560043**  **Ph:080 25424530**  SEALED QUOTATIONS SHALL BE SUBMITTED IN TWO BID (ENVELOPE) SYSTEM ONLY**:**  The 1st envelope superscribed with **“Techno-Commercial Bid, Signed copy of Tender Document and EMD”** shall contain EMD, Tender Form and relevant documents mentioned herein.  The 2nd envelope superscribed with **“Price bid & Item Sl. No. with Name”** shall contain the ‘Price schedules (i.e. Annexure-IV & Annexure-V duly filled)’.  Both envelopes may be placed in separate 3rd envelope superscribed with **“Tender No. & Date of Opening”.**  Tender/s received in any other mode or without requisite EMD shall be summarily rejected.     1. **Quotation should reach this office on or before 14/03/2012 up to 14.30pm**. Technical bids shall be opened on the same day at **15.00 pm**, in presence of the representatives of firm(s) who may choose to be present. Price bids of techno-commercial responsive bidders shall be opened later on with intimation to techno-commercial responsive bidders. 2. If quotation-opening day happens to be holiday, the next working day will be treated as tender opening day. 3. Late tender/telegraphic tenders & tenders over email/fax shall not be considered and no claim, whatsoever will be accepted by the Corporation.      1. **VALIDITY:** The Rates should be valid for One year from the date of opening of Techno-Commercial Bid.      1. The tenderers should sign & stamp each page of this quotation as a token of having read & understood the terms & conditions contained herein. The tenderers should also submit duly filled, signed & stamped Tender Form **(as per the format at Annexure-IX).**   **H)** Any eligible bidder, who did not receive this enquiry, may download the same from the website [www.lifecarehll.com](http://www.lifecarehll.com) and/or www.nib.gov.in and submit their offer. |

For and on behalf of **HLL Lifecare Limited**

**Group Head (HCS)**

**ANNEXURE-1**

**LIST OF REQUIREMENTS**

**Part I**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item Sl. / Schedule No.** | **Description Of Items \*** | **Quantity**  **(Nos.)** | **E.M.D. Amount (Rs.)** |
| **1** | **SERVER** | **1** | **@ 2% of the quoted Total price** |

**Part II: Required Delivery Schedule:**

Delivery, installation and commissioning shall be within **2 weeks** from date of Notification of Award. The date of delivery will be the date on which the goods are delivered to the consignee’s site (Tenderers may quote earliest delivery period).

**Part III: Scope of Incidental Services:**

Installation & Commissioning, Supervision, Demonstration, Trial run, Training for operation and trouble shooting to the technicians /operators of the Consignee.

**Part IV:**

Comprehensive Maintenance Contract (CMC) as per details in General points in Para 4.

**Part V:**

The supplier shall keep sufficient stock of spares for supplies to be made within 15 days after receipt of order(s) from purchaser/consignee.

**Part VI:**

**Required Terms of Delivery and Destination.**

Delivery required at Consignee Site.

**Destination of Goods (Address of Consignee):**

**At the Hindlbas Path lab services at DELHI**

**SHEDULE :1**

**Specification for Server and Components to be installed in DELHI**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.No** | **Minimum technical specification** | | **Qty** | **Location** |
| 1 | Server(ISO, Microsoft and Linux certifications) | | 1 | **New Delhi** |
| Form Factor | Tower |
| No. of Processor | 1 |
| Processors | 1 X Quad-core Intel Xeon E3-1270 v2 series processor 3.5GHz/1600MHz,8 MB L3 cache |
| Chipset | Intel C202 |
| Memory | 16 GB with PC3-12800 CL11 ECC DDR3 1600MHz LP UDIMM upgradable upto 32 GB |
| RAID controller | Hardware RAID 0, 1, 1E. Machine should support optional RAID 5, 50 |
| Drive Bays | 3.5" simple swap 4 Serial ATA (SATA) or 2.5" hot-swap 8 SAS/SATA |
| Hard Drives | 3 X 300 GB SAS HDD |
| DVD Drive | Half-High SATA DVD-ROM |
| PCI Expansion slots | Four PCI Express slots |
| External ports | Two USB 2.0 ports on front. Four USB 2.0 ports, one DB-15 video, one DB-9 serial, two RJ-45 Gigabit Ethernet network ports on rear. |
| Network | Dual Gigabit Ethernet ports |
| Power Supply | Two 430W hot-swap 80Plus redundant power supplies |
| Cooling | One speed-controlled non-redundant fan. |
| Keyboard | 101 keys Keyboard |
| Mouse | Optical Scroll Mouse |
| Monitor | 18.5” LED |
| Operating system | Microsoft Windows 2008 R2 standard edition (64 bit ,5 CAL) |
| Warranty | 3 Year comprehensive , onsite |

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.NO** | **Description of the item** | **QTY** | **LOCATION** |
| 1 | SQL Server 2012 Standard Edition 64bit | 2 | New Delhi |
| 2 | SQL Server 2012 Client Access License (CAL) | 4 | New Delhi |

|  |  |  |  |
| --- | --- | --- | --- |
| **Component** | **Specification** | **QTY** |  |
|  | **Network Attached Storage Box (2TB )** | 1 |  |
| **Form Factor** | Desktop form factor |  |
| **Processor** | Embedded Marvell Processor, 256MB RAM |  |
| **Hard Disk Drives** | 2 x 3.5" Easy-Swap SATA-II Hard Disk Drives |  |
| **Hard Disk Drive Bays** | 2 x 3.5” Easy-Swap SATA-II Hard Disk Drives |  |
| **RAID Support** | RAID 1, JBOD |  |
| **Ethernet Ports** | 1 x RJ45 10/100/1000Mbps (GbE) Ethernet port. LAN standards: IEEE 802.3, IEEE 802.3u | New Delhi |
| **USB Ports** | 3 x USB 2.0 ports (to connect external HDD, printers, UPS, Bluetooth dongle) |  |
| **Power** | AC Voltage 100-240 VAC |  |
| **Operating System** | Linux operating environment and suite of applications |  |
| **Warranty** | 3 year onsite warranty |  |

GENERAL TECHNICAL SPECIFICATIONS

**GENERAL POINTS:**

1. Warranty:

Comprehensive Onsite Warranty as stated for complete equipment from the date of satisfactory installation, commissioning, trial run & handing over of equipment to various sites of HCS divisions project across the country.

1. After Sales Service:
2. After sales service centre should be available on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.
3. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
4. Training:

On Site training to Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the Hardware and software to the satisfaction of the consignee.

**ANNEXURE-III**

**MANUFACTURER’S AUTHORISATION FORM**

**To,**

**Head (HCS)**

**HLL Lifecare Limited**

**Health care services Division**

Dear Sir,

Ref. Your TE document No \_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who are proven and reputable manufacturers of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*name and description of the goods offered in the tender*) having factories at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby authorise Messrs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per tender clause for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name & address of the manufacturers*]

*Note: 1. This letter of authorisation should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

*2. Original letter may be sent.*

**ANNEXURE-IV**

**PRICE SCHEDULE FOR EQUIPMENT**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 |
| Item Sl. No. | Brief Description of Goods | Quantity (Nos.) | Price per unit (Rs.) | Total Price for Delivery and installation at Consignee Site  (Rs.) |
| Unit Price for Delivery and installation at Consignee Site |
|  |  |  |  |  |

Total Tender price in Rs: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxes extra as applicable.

***Note: - If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.***

Signature of Tenderer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Seal of the Tenderer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE- V**

PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | | | | | **5** |
| **Item Sl. No.** | **Brief Description of the Goods** | **Quantity**  **(Nos.)** | **Comprehensive Maintenance Contract Cost for Each Unit year wise\*.** | | | | | **Total Comprehensive Maintenance Contract Cost for 5 (or as specified) Years**  **[3 x (4a+4b+4c+4d+4e)]** |
| **1st** | **2nd** | **3rd** | **4th** | **5th** |
| **a** | **b** | **C** | **d** | **e** |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

\* After completion of Warranty period

**NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual and labour, after satisfactory completion of Warranty period may be quoted for next 5 (or as specified) years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause 9.2.
6. The uptime warranty will be 98 % on 24 (hrs) x 7 (days) x 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The supplier shall keep sufficient stock of spares required during Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

**Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Tenderer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seal of the Tenderer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ANNEXURE – VI**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY**

To

**HLL LIFECARE LTD**

**32/1/1, 3rd Floor Chambu Mansion**

**Kempapura-Coffee Board main road**

**Bangalore- 560024.**

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ to supply (description of goods and services) (herein after 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 scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW 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 limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 40 (Forty) months from the date of Notification of Award i.e up to ----------- (indicate date)

…………………………….

(Signature with date of the authorised officer of the Bank)

………………………………………………………….

Name and designation of the officer

………………………………………………………….

………………………………………………………….

Seal, name & address of the Bank and address of the Branch

**ANNEXURE – VII**

**CONSIGNEE RECEIPT CERTIFICATE**

**(To be given by consignee’s authorized representative)**

The following store (s) has/have been received in good condition:

1. Contract No. & date :
2. Supplier’s Name :
3. Consignee’s Name & Address with telephone No. & Fax No. :
4. Details of the item supplied :
5. Quantity Supplied :
6. Date of Receipt by the Consignee :
7. Name and designation of Authorized Representative of Consignee :

1. Signature of Authorized Representative of Consignee with date :
2. Seal of the Consignee :

**ANNEXURE –VIII**

**Performa of Final Acceptance Certificate by the Consignee**

## 

## No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### To

M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

(a) Contract No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(b) Description of the equipment(s)/plants:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(c) Equipment(s)/ plant(s) nos.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(d) Quantity:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(e) Bill of Loading/Air Way Bill/Railway

Receipt/ Goods Consignment Note no\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(f) Name of the vessel/Transporter:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(g) Name of the Consignee:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(h) Date of commissioning and proving test:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. Description of Item Quantity Amount to be recovered

No.

**The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).**

**The supplier has fulfilled its contractual obligations satisfactorily ## or**

**The supplier has failed to fulfil its contractual obligations with regard to the following:**

**He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to ‘Technical Specifications’.**

**He has not supervised the commissioning of the equipment(s)/plant(s)in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).**

**The supplier as specified in the contract has not done training of personnel.**

**The extent of delay for each of the activities to be performed by the supplier in terms of the contract is**

**The amount of recovery on account of non-supply of accessories and spares is given under Para no. 02.**

**The amount of recovery on account of failure of the supplier to meet his contractual obligations is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (here indicate the amount).**

Signature

Name

Designation with stamp

## Explanatory notes for filling up the certificate:

**He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to ‘Technical Specification’.**

**He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).**

#### Training of personnel has been done by the supplier as specified in the contract

**In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.**

**ANNEXURE –IX**

**TENDER FORM**

Date\_\_\_\_\_\_\_\_\_\_

To

**Group Head (HCS)**

**Health care Services Divison**

**HLL Lifecare Limited**,

Ref. Your TE document No. \_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver\_\_\_\_\_\_\_\_\_\_\_ *(Description of goods and services)* in conformity with your above referred document, attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form, read with modification, if any, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the TED, read with modification or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any statutory Authorities as per govt. rules/procedures.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

**(Signature with date)**

**(Name and designation) Duly authorised to sign tender for and on behalf of**