

HLL/HCS/Tender-GeM/2025-26/02

DTD:10.05.2025



HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

HLL Bhawan , Poojappura. P. O, Thiruvananthapuram – 695012, Kerala, India

Phone: 0471- 2775600, 2775639

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HLL Lifecare Limited (HLL) hereby invites online bids through <https://gem.gov.in> for Supply of High-End Color Doppler Ultrasound System at Hindlabs, AIIMS Gorakhpur. Detailed requirements and terms & conditions are available in GEM Portal <https://gem.gov.in>.

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HLL LIFECARE LIMITED
(A Government of India Enterprise)
Procurement Services Division
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639

SECTION A

NOTICE INVITING TENDER (NIT)

HLL/HCS/Tender-GeM/2025-26/02

10.05.2025

HLL Lifecare Limited (HLL), a Government of India Enterprise invites online bids from eligible, competent and experienced bidders who are capable of executing the following item/work meeting the requirements as per our tender.

SI No	Particulars	Description
1	Name of Item/Work	Supply of High-End Color Doppler Ultrasound System at Hindlabs (2 nos), AIIMS Gorakhpur
2	List of Required Items	Section E
3	Technical Specification	Section F
4	Bid Security/EMD	Rs. Three Lakhs and Forty Thousand (Rs.3.40 Lakhs)
5	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank : HDFC Bank Limited, Trivandrum A/c number : 00630330000563 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud Branch, Thiruvananthapuram
6	Period of completion	20 days (15 days for Supply of Equipment and 5 Days for Installation) from the date of purchase order
7	Eligibility criteria for Bidders	As per the document
8	Last Date and Time for Online submission of bids	As Mentioned in GEM Portal https://gem.gov.in/
09	Date and time of opening of the- Tender	As Mentioned in GEM Portal.
10	Address for Communication at HLL regarding the tender	Associate Vice President i/c & Business Head (HCS) Health Care Services Division HLL Lifecare Limited Corporate & Regd Office HLL Bhavan,Poojappura, Thiruvananthapuram-695012 E-mail:hcstenders@lifecarehll.com

Associate Vice President i/c & BH (HCS)

GENERAL INSTRUCTION TO BIDDERS

- 1) This is an e-tender in which tenders are being invited online and it is mandatory to submit tender in Technical bids – (Part I) and Price bids (Part-2) online at GEM Portal <https://gem.gov.in/> by specified date and time.
- 2) The bidder shall read all the terms and conditions of the tender document thoroughly before submission of bids.
- 3) The rates are to be filled online in attached excel format in GeM for the quoted items strictly as per unit pack size mentioned in the format for the concerned item.
- 4) Any condition/s mentioned by the bidder anywhere in his bid, which is/are in contradiction with the conditions contained in this tender document will not be considered and terms & conditions contained in this tender document will prevail. Therefore, only those bidders shall submit bids which meets the requirement stipulated in this tender document and agrees with the terms & conditions of the tender document.
- 5) For MSME registered bidders, the proof of registration in the line of work and monetary limit shall be attached.
- 6) **Tender Processing Fees and Bid Security (EMD), IF APPLICABLE:**

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank : HDFC Bank Limited, Trivandrum
A/c number : 00630330000563
IFSC Code : HDFC0000063
Branch name : Vazhuthacaud Branch, Thiruvananthapuram

Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier / Supplier 's bid will be evaluated only if payment is effective on the date and time of bid opening.

NOTE

- SSI/MSME units interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyam
- If the bidder is a MSME, it shall declare in the bid document the Udyam Memorandum Number issued to it under the MSMED Act, 2006.
- If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
- The Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

Associate Vice President i/c & BH (HCS)

SECTION B
INSTRUCTIONS TO THE BIDDERS (ITB)

1. SCOPE OF THE BID

HLL Lifecare Limited (hereinafter known as “Purchaser”) invites online bids from the eligible bidders who are capable of executing the Specified work as per our tender conditions.

2. ELIGIBLE BIDDERS

A Bidder should have eligibility as per qualification criteria as per the document to submit bids against this tender.

A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

3. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. SITE VISIT

The bidder is advised to visit and examine the Site of delivery/Work and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for delivery of item/construction of the Works. He shall examine the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder’s own expense.

The bidder and any of his personnel or agents will be granted permission by HLL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify HLL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5. Preparation of Bids

Language of the Bid

All documents relating to the bid shall be in the English language.¹

Documents Comprising the Bid

The online bid submitted by the bidder shall comprise the following:

- Copy of Registration (GST, PAN etc) Certificate duly attested.
- Copy of Documents in proof of eligibility criteria
- Copy of Documents in proof of Financial turnover.
- Other documents specified in the document.
- Priced Bill of Quantities.

Bidders shall not make any addition, deletion or correction in any of the bid documents.

Bid Prices

Rate shall be offered as per price schedule given in the Gem Portal. Selection of bidder will be based on the lowest price quoted for the item including CMC charges. The order shall be awarded to the technically responsive qualified bidder, who quotes the lowest amount in total. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, hire charges of plant

and machinery, overheads and all incidental charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the Supplier.

GST or any other tax applicable shall be payable by the Supplier in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.

All taxes, royalty, Octroi and other levies payable by the Supplier under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work. Bids must be valid for a period of 365 days after opening of bids.

The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

Currencies of Bid and Payment

The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

Alterations and additions

The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

Alternative Bids

Alternative Bids are not permitted.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

In case if a manufacturer authorized same model for more than one distributor / agent then both the bids shall be rejected.

a) Envelope –I (Technical bid):

Technical Bid should contain EMD and tender fee payment details along with signed and scanned soft copy documents to establish the qualification as mentioned in the qualification criteria below.

Qualification Criteria for Suppliers / firms

The bidder should be fulfilling the following preconditions and must also upload/submit documentary evidence in support of fulfillment of these conditions while submitting the bid.

SI No	Eligibility Criteria
1	Bidder should have a valid Certificate of the following: a) GST Registration b) IT PAN Card c) Certificate of incorporation Copy of valid certificates for the above shall be submitted in proof
	The bidder should submit the duly notarized Power of Attorney , issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act
2	Bidder should be a Manufacturer of the required equipment or authorized dealer.

3	Bidder shall have the following experience: The Bidder must have successfully supplied Medical Equipment for at least for the tune of Rs.1,00,00,000.00/- (One Crore) in last three years ending 31 st March 2025.The equipment shall be satisfactorily functioning in India. Copies of work orders/ satisfactory work completion reports issued by the Client/Authority concerned shall be submitted in proof of the same. Bidders quoting as an authorize dealer should have experience on its own or through their OEM shall have successfully Supplied and installed the Similar Equipment
4	Average annual turnover for the last three years, (2021-22, 2022-23 & 2023-24) of the bidder should not be is not less than One crore. The Duly filled financial statement certified by a chartered accountant as per item no. 1 in Section G is to be attached
Note	Enclose audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.
5	Technical compliance sheet with clear indication of deviation in specification, if any.
6	Manufacturer authorization as per SECTION H
7	Product brochure literature, write up etc.
8	Dully filled Performance Statement as per item no.2 of Section G
9	Dully filled Category Details of Organization (MSE) as per item no.3 of Section G .
10	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per item no. 5 of Section G
11	Dully filled Requisition form for E-payment as per item no. 6 of Section G
12	Has the Supplier/Firm/Company ever been blacklisted by the Govt./or the registering authority. (Yes / No) If NO, the duly signed declaration form as per item no-7 of Section- G is to be attached
Note	i. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. Including ongoing works. ii. If the order is terminated in the last one year, their bid will be treated as non-responsive iii. Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidders letterhead
13	Duly Signed NO DEVIATION CERTIFICATE as per item no-8 of Section -G to be attached
14	Duly Signed ACCEPTANCE FORM as per item no-9 of Section -G to be attached
15	Duly filled Make, Model & HSN code of equipment as per Item No.10 of Section -G
16	Duly Filled Manufacturers Authorization Form, if applicable, as per Section-H
17	Dully Filled Technical Specification Compliance Sheet Section N to be attached
18	Duly filled Check List sheet Section O to be attached
19	General information of the Manufacturer / Supplier as per Section P to be attached
20	Dully filled Pre Contract Integrity pact as per of Section – Q to be attached

b) Envelope – II (Financial Bid): The Financial e-Bid through GEM portal.

The BoQ (excel format attached in GeM portal) to be filled by the bidder. The bidder has to fill the mentioned sheets as per the following:

Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price. The rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

The bidder shall fill the individual rates of the items in the financial bid and upload the file in GEM

Portal as part of BOQ/PDF format.

The bidder shall include CAMC (Comprehensive Annual Maintenance Charges) in the uploaded financial bid in GEM which will be considered along with equipment cost for L1 evaluation.

6. Bid Opening and Evaluation

6.1 Bid Opening

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.

6.2 Bid Opening Process

Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

- a) Envelope -I: Envelop-I opening date shall be as mentioned in GEM Portal. The intimation regarding acceptance / rejection of their bids will be intimated to the Supplier s/firms through e-tendering portal. (Envelop-I shall contain scanned copy of Pre- qualification document.)

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it. The bidder shall upload the requisite clarification/documents within time specified by HLL, failing which tender will be liable for rejection.

- b) Envelope -II: The financial bids of the Supplier s/firms found to be meeting the qualifying requirements shall be opened as per NIT. (Depending on evaluation of Envelop I & II, the date shall be intimated through GEM Portal). The financial bids of only those bidders who have quoted for all items shall only be opened for further evaluation

6.3 Confidentiality

6.3.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

6.3.2 Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidder's bid.

6.4 Clarification of Bids

6.4.1 To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e- mail or in portal, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

6.4.2 No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

6.5 Examination of Bids, and Determination of Responsiveness

6.5.1 During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required documents and certificates. Further the purchaser may visit any of the facility established by the bidder for inspection and/or seek demonstration of the quoted products, anywhere in India as per the sole discretion of the purchaser. The inspection of such facility/ equipment shall be as a part of responsiveness of the technical bid. If the bidder doesn't arrange the facility visit / demonstrate the equipment within the stipulated time period of 7 days & location given, then their bid will be treated as non- responsive.

6.5.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one: -

- a. which affects in any substantial way the scope, quality, or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

6.5.3 If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

6.5.4 Non submission of legible or required documents or evidences may render the bid non-responsive.

6.5.5 The CAMC costing will be added to determine the L1 bidder

6.6 Negotiation on Bids

The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

7. Award of Contract

7.1 HLL will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest price.

7.2 In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of LOI/ Work order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.

7.3 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

7.4 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

7.5 Notification of Award and Order Acceptance

7.5.1 The Bidder, whose Bid has been accepted, shall be notified of award by HLL prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Purchaser will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Supplier as prescribed by the Contract.

7.5.2 Purchaser reserves right to increase or decrease the quantity of goods or services ordered by a percentage specified in GeM without changing the price terms of the tender or NoA.

SECTION - C
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section D, List of requirements under Section E and Technical Specification under Section F of this document.

2. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

3. Country of Origin

All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

The word "origin" incorporated in this clause means the place from where the goods are, manufactured, or from where the services are arranged.

The country of origin may be specified in the Price Schedule.

4. Performance Security

Within Ten (10) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to five percent (5%) of the total value of the equipment (except CMC amount), valid up to 6 (SIX) Months after the date of completion of all contractual obligations by the supplier, including the warranty obligations. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to Six Months beyond Warranty Period.

Prior to expiry of above said Performance security, Supplier has to submit a CAMC security in the form of bank guarantee for three percent (3%) of the CAMC Contract value for 5 years valid till 2 months after expiry of entire CAMC period (5 years after expiry of 5 year warranty period) as security against CMC Services.

The Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages) & after receipt of bank guarantee for CAMC security in favour of HLL Lifecare Limited. In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser including non submission of Bank Guarantee for CAMC security, the performance security is liable to be forfeited

The Performance security shall be denominated in Indian Rupees and shall be in any one of the forms namely Account Payee Demand Draft drawn from any Nationalized bank in India or Bank Guarantee issued by a Nationalized bank in India, in the prescribed form as will be provided during contract award in favour of the Purchaser (HLL Lifecare Limited, Corporate & Regd Office, HLL Bhavan, Poojappura, Thiruvananthapuram – 695 012 E-mail: hcstenders@lifecarehll.com)

In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser the amount of the performance security is liable to be forfeited. The Purchaser may do the needful to cover any failure/default of the Supplier with or without any quantifiable loss to the Purchaser.

In the event of any amendment issued to the contract, the Supplier shall, within Seven (7) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

The Purchaser will release the Performance Security without any interest to the Supplier on completion of the Supplier's warranty and contractual obligations including submission of satisfactory performance certificates received from Hospital authorities.

5. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements'.

6. Packing and Marking

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open Storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections F and G and in SCC under Section D. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections F and in SCC under Section D, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

7. Inspection, Testing and Quality Control

The purchaser reserves the right, without any extra cost to the purchaser, to inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."

The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its sub Supplier (s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no

charge to the purchaser.

If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the Purchaser may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as Purchaser may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

Goods accepted by the Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency ` support of their claim.

Purchaser reserves right to inspect the similar installations/works done by Supplier. Supplier will facilitate the same. For details of final inspection please refer section D, special conditions of Contract.

8. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery as follows:

The goods shall be supplied, unpacked, installed and commissioned at the designated location as per the **Section M**. The project has to be completed within 20 days from date of order. All costs including insurance, loading, unloading etc., shall be borne by the supplier.

9. Transportation of Goods

The supplier shall at their own experience, arrange transport (including air/sea/land), loading & unloading of goods up to the consignee address.

10. Insurance:

Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and

delivery in the following manner:

In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire goods contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the goods duly insured. The insurance cover shall be obtained by the Supplier and should be valid till installation, testing and commissioning of the equipment.

If the equipment is not commissioned and handed over to the consignee within stipulated period, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

11. Spare parts

If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a. The spare parts as selected by the Purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b. In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts, etc. at the supplier's risk and cost and
 - ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the Purchaser.

12. Incidental services

Subject to the stipulation, if any, in the SCC (Section – D), List of equipment (Section– E) and the Technical Specification (Section – F), the supplier shall be required to perform the following services.

- a) Installation & Commissioning, Supervision and Demonstration of the goods and rectification of accidental damages occurred before handing over the system/site to Purchaser.
- b) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- c) Training to Doctors/Technicians on equipment in clinical aspects for operating and maintaining the equipment.
- d) Supplying required number of operation & maintenance manual for the goods.
- e) Providing all the necessary as built drawings after the installation and commissioning.
- f) Obtaining mandatory compliances and permissions for supply and installation of equipment.
- g) Provide all software updates during the warranty period without any additional cost.
- h) All expenses required for Installation & Commissioning, Supervision, Demonstration and Onsite training shall be provided by the supplier to the Specialists/Doctors/Nursing Staff/Technicians etc, to whomsoever authorized by HLL at the Clients site. The full expenditure, Boarding & Lodging, traveling of the necessary Service Engineers of Supplier and HLL Official if applicable, shall be at the scope of the supplier.

13. Distribution of Dispatch Documents for Clearance/Receipt to Goods

The supplier shall send all the relevant dispatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement.

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

Consignee Receipt Certificate as per Section K in original issued by the authorized representative of the consignee;

Two copies of packing list identifying contents of each package; Inspection certificate issued by the nominated Inspection agency, if any. Certificate of origin;

Insurance Certificate as per GCC Clause 10

Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

14. Work Completion Period

Works shall be completed by the Supplier within 30 days from date of order /handing over of site, whichever is later.

15. Warranty

The Supplier warrants comprehensively that the goods supplied under the contract is new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The Supplier further warrants that the goods supplied / work executed under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied goods / executed works under the conditions prevailing in India.

This warranty shall remain valid for 5 years from the date issue of acceptance certificate by purchaser after completion of installation and commissioning of the equipment

All the accessories supplied as per the technical specification should also carry the same comprehensive warranty period specified for the main equipment. During this period, the Supplier shall replace all defective parts and attend to all repairs / break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the Supplier during the period of comprehensive warranty.

On expiration of the comprehensive warranty period, the Supplier shall be willing to provide after sales support for an additional period by executing Comprehensive Annual Maintenance Contract from the date of supply & installation, under an extended contract known as Annual Maintenance Contract (AMC-without replacement of spares) and Comprehensive Maintenance Contract (CMC-inclusive of replacement of spares). -Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories.

Site Visits: The Supplier shall visit each User Institution as part of preventive maintenance as per the frequency mentioned in SCC during the warranty period. The bidder shall attend any number of break down/ repair calls as and when informed by the Tender Inviting Authority/ User Institution.

During every visit, the Supplier shall obtain service report / break down call report, duly signed by the custodian of the equipment / head of the healthcare institution and stamped.

In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the Supplier .Upon receipt of such notice, the Supplier shall arrange to attend the complaints within 48 hours and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser or to the user institution. The complaints reported shall be rectified completely to the satisfaction of end-user within 5 days of complaint registration. The Supplier shall take over the replaced parts / goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause form on rectification will be applicable as pretender conditions.

If the Supplier , having been notified, fails to respond to take action to repair or replace the defect(s) within 7 calendar days, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the Supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the Supplier .

The bidder shall provide up-time warranty of complete equipment as mentioned in clause 5.1.11, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which Warranty period will be extended by double the downtime period.

The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CAMC / AMC period, by the demand of User Institutions and also when major spares are replaced.

Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.

The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CAMC/AMC or on demand from the user institution and submit a 'calibration certificate' to the head of the User Institution.

The warranty offered includes

1. Visits to the user institutions at frequencies prescribed under preventive maintenance and any number of breakdown calls.
2. Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.
3. Quality Assurance test (if applicable).
4. The cost of labour for all repairs/ and all spares required for replacement during repairs including X ray tubes, mono block, image intensifier, HT Cable, Helium for MRI, all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.

There should not be any exclusion of warranty for any spare parts except consumables. Any item which is meant for single use is termed as 'consumables'. If any equipment has a preventive maintenance kit recommended by the manufacturer to be replaced at specific time intervals, it shall be done at free of cost in the warranty and in CAMC period. The rate of the same shall be included in the offered price in warranty and CAMC.

All software updates, if any required, should be provided free of cost during Warranty period. The Supplier shall remain obligated to provide warranty and CAMC services as per original terms, in the event the purchaser relocates the equipment from its original installation site to an alternate location.

16. Comprehensive Annual Maintenance Contract (CAMC) .

- a. The Comprehensive Annual Maintenance Contract (CAMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.
- b. The CAMC shall be for 5 years after completion of prescribed warranty period. The bidder shall specify whether the AMC service provider is bidder/OEM/Authorized agent of OEM/ Any third party. The address of the CAMC service provider shall be provided including contact details.
- c. Preventive Maintenance services during CAMC shall be rendered on quarterly basis with minimum gap between two services shall be not less than 90 days and not more than 115 days. In addition, all breakdown calls shall be attended to immediately and all major repairs shall be rectified within 7 calendar days from the date of intimation, as per tender. For this purpose supplier shall carry sufficient inventories to assure prompt replacement of defective parts as per tender.
- d. Breakdown calls shall be attended within 48 hours and major complaints shall be rectified within 7 calendar days from the date of intimation. The breakdown calls shall not be combined with preventive maintenance calls.
- e. In case the performance of CAMC services is not satisfactory and found below the 95% uptime level, the Purchaser / Hospital also has the right to source the maintenance services from other means/agency at the risk and cost of supplier including termination of contract and legal/penal actions.
- f. The cost of CAMC includes preventive maintenance with required testing, calibration as per technical/service/operational manual, labour and spares. The supplier shall undertake preventive maintenance as recommended in the manufacturer's technical/ service /operational manual, but minimum once in three months during the 5 years CAMC period for preventive maintenance.
- g. The cost of CAMC may be quoted along with taxes and duties 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.
- h. The payment of CAMC will be made once in every four months after satisfactory completion of said period, duly certified by Hospital authorities, but subject to valid Performance Security.
- i. There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.
- j. Failure/refusal on the part of the successful bidder supplying/installing the equipment to enter into CAMC/AMC with the purchaser /User Institution, at the end of the Comprehensive Warranty Period, if the purchaser or the User Institution, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the bidder.
- k. During the CAMC period, all software updates should be provided free of cost.

17. Terms and Mode of Payment

All Payments to be disbursed by HLL Lifecare Limited, against recommendation of the Project

Management Consultant (HLL) based on the tender terms & conditions.

The invoice shall be addressed to:

**HLL LIFECARE LIMITED
HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM,
KERALA 695012
GSTIN : 32AAACH5598K3Z8
E-mail: hcstenders@lifecarehll.com**

Payment shall be made as given below: -

- I. Complete payment will be released within 60 days of delivery, installation, commissioning and acceptance of consignment by hospital authorities followed by the submission of Invoice, Installation Report, Warranty Card.

Payment as per para 1 above shall be processed upon receipt of the following documents:

- a) Detailed Invoice
 - b) Delivery Receipt, Packing List, Transit Insurance Policy/ Certificate etc
 - c) Manufacturer's certificate for quality of equipment
 - d) Warranty certificate issued by manufacturer
 - e) Consignee receipt issued by HLL as per Section- K
 - f) Final acceptance certificate issued by HLL as per Section- L
 - g) Performance security as per tender terms
- II. Payment for Annual Comprehensive Maintenance Contract Charges:
- a. The HLL will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by the HLL.
 - b. The supplier shall not claim any interest on payments under the contract.
 - c. 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..
 - d. The payment shall be made in the currency / currencies authorised in the contract.
 - e. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
 - f. 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.
 - g. While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser forthwith.

18. Delay in the Supplier 's performance

The Supplier shall complete the works under the contract within the time schedule specified by the Purchaser and as incorporated in the contract. Any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages or
- (ii) Forfeiture of its performance security and
- (iii) Termination of the contract for default.

If at any time during the currency of the contract, the Supplier encounters conditions hindering timely completion of works, the Supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the completion period accordingly. On receiving the Supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the completion period, with or without liquidated damages for completion of Supplier's contractual obligations by issuing an amendment to the contract.

When the period of completion is extended due to unexcused delay by the Supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser shall recover from the Supplier, by way of liquidated damages on the works, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of applicable taxes or on account of any other tax or duty which may be levied in respect of the works specified in the contract, which takes place after the date of completion stipulated in the contract shall be admissible on such of the said works as are completed and performed after the date of the completion stipulated in the contract.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of applicable taxes or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of completion stipulated in the contract.

19. Liquidated damages

If the Supplier fails to complete the works within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price or actual liability of the purchaser due to delayed works or total performance of the Supplier, whichever is higher. Once the maximum is reached by the Purchaser may consider termination of the contract.

20. Termination for default

The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to execute works or perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.

In the event of the Purchaser terminates the contract in whole or in part, the Purchaser may execute the works similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

Unless otherwise instructed by the Purchaser, the Supplier shall continue to perform the contract to the extent not terminated.

21. Termination for insolvency

If the Supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the Supplier without any compensation, whatsoever, to the Supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

22. Force Majeure

Neither the Supplier nor the Purchaser/Owner shall be considered in default in the performance of

their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.

The Supplier shall advise Purchaser/Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/Owner shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Supplier's bids are under the consideration of the Purchaser/Owner and no acceptance of the same has been given and detailed order issued.

In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Owner shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.

23. Termination for convenience

The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving 7 days written notice on the Supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the Supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

The goods and services which are complete and ready in terms of the contract for completion and performance within thirty days after the Supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining works, the Purchaser may decide:

- a. To get any portion of the balance completed at the contract terms, conditions and prices; and/or
- b. To cancel the remaining portion of the works and compensate the Supplier by paying an agreed amount for the cost incurred by the Supplier towards the remaining portion of the works.

24. Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

25. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

26. Court Jurisdiction:

In the event of any dispute arising out of this agreement, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have exclusive jurisdiction.

27. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

Section -D
SPECIAL CONDITIONS OF CONTRACT (SCC)

1. General requirement for eligibility:

- a) In order to decide the responsiveness of tender, the Purchaser may ask the bidder for Demonstration of equipment/system, presentations, sample, etc. and the bidder shall arrange Purchaser's requirement as and when so asked, failing which the tender shall be deemed as non-responsive.
- b) The Licenses, Certifications, if any, required from the regulatory authorities in India with respect to this tender shall be produced along with the tender.
- c) All technical details, catalogue, application details, shall be provided along with the tender.
- d) Signed copy of Tender Document (all pages of Bid documents to be signed & stamped) by the Bidder as token of acceptance of the Terms & Conditions.
- e) Duly filled, signed and sealed forms as per the Annexures of the tender document.
- f) Power of attorney notarized by the authorized signatory to sign and submit the bid documents
- g) Copy of PAN Card. (self-attested Copy)
- h) GST Registration Certificate
- i) Certificate of incorporation / Memorandum of Article (self-attested copy)
- j) Last 3 financial years audited Profit & Loss, Balance Sheet duly certified by Chartered Accountant.
- k) EMD as per tender document. In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Security deposit within 7 days from the date of award / Letter of Intent / Notification of Award.
- l) One to one compliance statement to technical specification requirements against each item shall be provided along with the tender, with pamphlets/Catalogues.
- m) Acceptance test should be done at designated hospitals, prior to handing over of equipment.
- n) All details of pre installation and installation works along with schedules & drawings should be supplied within a week of award of order.

2. Final Inspection

The final inspection of the Goods will be done by the Purchaser after installation and commissioning of the goods.

3. Warranty:

- a) 5 years comprehensive warranty as per Conditions of the TE document for complete equipment from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Purchaser.
- b) 95% uptime Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365(days) basis.
- c) Warranty will cover the equipment and all its accessories and components.
- d) All software updates should be provided by the supplier free of cost during Warranty period.

4. Aftersales Service:

After sales service should be available on 24 (hrs) X 7 (days) X 365 (days) basis. Breakdowns/Complaints should be attended within 8 hrs. Supplier must ensure that the spares for the equipment shall be available for the entire warrant and CAMC Period.

SECTION E
LIST OF REQUIREMENTS

Sl.No.	Description	Qty	UOM
1	High-End Color Doppler Ultrasound System with all requisite accessories complying with the technical specifications as per Section-F	2 (Two)	Nos

SECTION F
Technical Specification

1. Should be robust state of art, fully digital high end latest Color Doppler Ultrasound System with C-Sound / N-Site / Crystal-live / similar architecture capable of precision beam forming, capable of performing imaging applications in abdominal, OBS/gynae, Foetal Heart, musculoskeletal, small parts, Urology, Breast, Pediatric etc.
2. System should have broadband beam former capable of processing signals from 1-21 MHz.
3. System should have latest state of the art Hybrid Beam forming technology to ensure no Compromise between Temporal and Spatial resolution.
4. System processing channels must be more than 75,00,000 & minimum 192 physical channels.
5. Frame rates should be 2500 frames/sec or more.
6. System should have Digital TGC.
7. System should have 4 active universal probe ports.
8. System should incorporate facility for high resolution 2D, M-mode, PW, Color Flow Imaging, Color Power Angio imaging, Power Pulse Inversion Harmonics, Directional Color Power angio imaging modes, Shear wave & Strain Elastography and Comprehensive 4D Package.
9. System should have Full Spectrum Imaging, Tissue Harmonic Imaging, Spatial Compound Imaging, Pulse Inversion Harmonic Imaging, Trapezoidal Imaging, Quad Imaging, Dual Imaging in Horizontal Split, 2D/C Live Imaging, Automatic PW Doppler Adjustment and Auto 2D Adjustment.
10. System should have scan depth of 2 to 50 cm or more. Please specify through data sheet.
11. System should have 256 shades of gray display.
12. System should have facility for real time or frozen, pan or point zoom.
13. System should have cine loop review minimum 50000 frames. Please specify through data sheet.
14. System should have panoramic extended field of view.
15. System should be upgradable with Fetoscopic view technology that displays detailed volume rendering, enabling users to easily identify subtle anatomical structures with change in position of light source. Anatomies look realistic when viewed in color.
16. Console height should be adjustable for user's comfort.
17. Convex Probe with Single Crystal will be accepted for higher frame rate and deep penetration. This probe should have 2D Real time Shearwave liver elastography with quantification.
18. Single crystal Linear probe for MSK and Breast Imaging with 2D Real time Shearwave Elastography.
19. System must have Contrast Ultrasound with Time Intensity Curves (CEUS) in Convex, Linear & TVS probe.
20. System should have Advanced Image Processing algorithm to analyze between targets and artifacts so as to sharpen target anatomy, reduce the sparkle & artifacts to improve image quality.
21. System should have Dynamic range 350 dB or more.
22. It should have extensive software and automatic and user programmable calculation package for gray scale, color Doppler, 3D and 4D applications.
23. System should have more than 23" or more Flat panel Monitor (preferably LED) with an articulating arm of 360 degree movement capable of up/down & forth/back movement along with tilt & swivel facility.

24. System should have more than 12" wide LED Touch Screen Control with tilting facility along with retractable physical keyboard for ease of use.
25. System should support single button to customize the workflow of user.
26. System should have central lock for all four wheels.
27. System should be able to show hemodynamic color flow (Alpha blending).
28. System should have more than 2 USB Ports and also be DICOM ready.
29. System should have built in Image Management Software, for off line application when patient has gone after examination, such as Image Manipulation, Multi Planner reformatting, surface & volume rendering etc. It should have SSD hard disk memory of 512 GB.
30. System should have Micro Vascular Flow imaging with levels selection to visualize hemodynamics in micro vessels without the use of Contrast. It should be possible on 2D & volume imaging with a facility to quantify a given area of interest. The technology should be such that the Frame rate is not dropped on switching ON the MV Flow mode.
31. System should have 3D like hemodynamics visualization in 2D Color Doppler imaging for better delineation of vessel lumen and abnormalities. It should have level selection for more detailed information in low flow (tiny vessels) & high flow (large vessels).
32. System should have Comprehensive liver quantification package with Hepato renal Index, Tissue Scattered Imaging and Tissue Attenuation Imaging.
33. System should have Liver fat quantification tool with fat fraction displayed in percentage form and should have comprehensive multiparametric reporting format giving all parameters related to Liver solution in one page.
34. System should have special feature for better needle visualization.
35. System should be capable of Realtime 3D/4D imaging with advanced Applications for OBS/GYN. Also it should have volume imaging features like Multi slice imaging, Oblique view, VOCAL, etc.
36. System should have feature to semi-automatically extract the centerline and thickness of the curved endometrium and provide a coronal view in 3D, flattened by the centerline with report function for uterine malformation classification according to the *ESHRE/ESGE or ASRM guideline selection.
37. System should have automatic tool to derive 9 planes of foetal heart (as per AIUM recommendation) from one volume sweep.
38. System should have AI based automated tool for obtaining different axial, sagittal planes of foetal CNS through volumetric imaging. Feature with 9 Planes as per ISOUG guidelines including all Coronal, Sagittal & Axial planes.
39. System should automatically detect & monitor malnourished foetuses with growth abnormalities.
40. System should have automatic tool that obtains the true mid-sagittal plane automatically by rotating and auto-zooming the image specially needed for difficult cases while calculating Nuchal Translucency involving fetal positions to avoid long waiting time or recalling the patients again.
41. System should have AI / CAD based (on-cart) tool for structured reporting of Breast & Thyroid Lesions using BIRADS & TIRADS scoring.
42. System should be compatible with Adult, pediatric & neonatal cardiac probe along with TEE probe for future use.
43. System should be upgradeable to advanced cardiac features like Auto EF, Stress & Strain Imaging for easy assessment of patients with Cardiovascular risk.
44. System should be upgradable of an AI based fully automated measurement tool for Adult heart with ability to automatically segment the heart, auto annotating & also automatically measuring all parameters in every Imaging mode in one just touch using regular phased array transducer.
45. The quoted model should be CDSCO approved.

46. Single Crystal Convex Abdominal probe with frequency range from 1 to 7 MHz. (Single Crystal Probe will be required for higher frame rate and deep penetration, also capable of doing Real time 2D Shearwave Elastography). +/-1 MHz Frequency Acceptable.
47. Single Crystal Linear probe for vascular studies and Breast Imaging 2-14 Mhz. also capable of doing Real time 2D Shear wave Elastography & Strain Elastography. +/-1 MHz Frequency Acceptable.
48. Endocavity (TV/TR) 2-11 MHz approx. with 180 Degree Angle. +/-1 MHz Frequency Acceptable.
49. Single crystal Adult Cardiac Probe with 1-5 Mhz. approx. for 2D Echo Studies +/-1 MHz Frequency Acceptable.

SECTION G
FORMS AND DECLARATION

1. FINANCIAL STATEMENT

Name & Address of bidder:

Financial Year	Annual Turnover (In Rs.)
2021-2022	
2022-2023	
2023-2024	
Total annual turnover for the 3 financial years	
Average annual turnover for the 3 financial years	

Note: Enclose audited balance sheets, profit & loss statement and IT return for the above period duly certified by a Chartered Accountant as proof.

We hereby declare that the above Turnover figures are based on the audited financial statements of the firm.

Signature and stamp of Chartered Accountant	Signature and stamp of the bidder

2. PERFORMANCE STATEMENT

(For the period of last three years)

Tender Reference No. : _____
Date of opening : _____
Order cross reference No. : _____
Name and address of Purchaser : _____
Country of origin, Name and address
Of the manufacturer/bidder : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily
				As per contract	Actual		
1	2	3	4	5	6	7	8

Date:

Signature and seal of the Purchaser

NB: Satisfactory performance certificate from clients to be enclosed

3. CATEGORY DETAILS OF ORGANIZATION

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSME category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	

*Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.

*The Udyam no of the bidder

(Self-attested copy of Udyam Registration certificate should be submitted along with the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

4. Deleted

5.SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017

I, the undersigned,(full names), do hereby declare, in my capacity as M/s (name of bidder entity), that:

1. The facts contained herein are within my own personal knowledge.
2. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
3. I certify that M/s (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE:

Seal / Stamp of Bidder

This declaration form part of this tender & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

6. REQUISITION FORM FOR E-PAYMENT
(In the company letter with sign & seal)

Certified that I am having a Savings / Current Account in <Name of Bank> ----- at<Name of Branch>_____ with <IFSC Code>_____. The Account Number is:_____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this work.

Name of Bidder

Place: _

Date: __

(Attach Scanned copy of Cancelled cheque of above bank)

7. SELF-DECLARATION NON BLACK LISTED

To,

Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited
Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639
Website – www.lifecarehll.com
E Mail - hcstenders@lifecarehll.com

Dear Sir,

This is to certify that our company has not been Black Listed /debarred or found guilty of malpractice /misconduct either by State Government or /Government of India or any other Government institution in connection with manufacture and supply of any of the product(s) quoted during the last 5 years' period till the due date of submission of BID as specified in the subject BID If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the de-registered or debarred or blacklisted or banned / suspended product quoted, submitted by us against this Tender.

Date:

Signature:

Place:

Name:

Designation:

Seal:

8. NO DEVIATION CERTIFICATE

To

Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited
Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639
Website – www.lifecarehll.com
E Mail - hcstenders@lifecarehll.com

Subject: No Deviation Certificate for Supply of High-End Color Doppler Ultrasound System at Hindlabs, AIIMS Gorakhpur

Tender Ref.No. HLL/HCS/Tender-GeM/2025-26/02 dated 08.05.2025

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

Note: In case of Association, the Associate Bidder shall also submit the Form

9. ACCEPTANCE FORM

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

From

To

Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited
Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639
Website – www.lifecarehll.com
E Mail - hcstenders@lifecarehll.com

Tender Ref.No. HLL/HCS/Tender-GeM/2025-26/02 dated 08.05.2025

We, the undersigned have examined the above mentioned Tender 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, as shown in the price schedule(s), 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 tender enquiry document.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC , read with modification, if any, in Section - D – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the tender enquiry document 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 Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

We hereby accept all the terms and conditions of this tender enquiry document and its subsequent amendments.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

Form-10
MAKE/MODEL/HSN CODE OF EQUIPMENTS

SL NO	Description	Qty (Nos/Set)	Make	Model	HSN CODE
1	High-End Color Doppler Ultrasound System	2			

SECTION – H

A) MANUFACTURER'S AUTHORISATION FORM

To,
Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited
Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639
Website – www.lifecarehll.com
E Mail - hcstenders@lifecarehll.com

Dear Sir,

Tender Ref.No. HLL/HCS/Tender-GeM/2025-26/02 dated 08.05.2025

We, _____ who are proven and reputable manufacturers of _____
(name and description of the goods offered in the tender) having factories at _____,
hereby authorize 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 authorized 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, CAMC as applicable as per provisions of the General
Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods
and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of Messrs.

[Name & address of the manufacturer]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be
signed by a person competent and having the power of attorney to legally bind the Manufacturer.

Section-I
PRICE SCHEDULE
(In the letter of the company)

As per BoQ, to be uploaded in GEM portal

IMPORTANT NOTE –

Items wise price to be uploaded in GEM in the same format (GEM BoQ) – Excel Upload Required in GEM / Finance Document

The bidders shall NOT QUOTE ANY PRICE along with TECHNICAL BID. The price shall only be quoted in GEM using the BoQ format.

Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for all the items (Total value wise evaluation). The bidder should quote for all the items.

NOTE: -

- 1) Rate per unit excluding GST, GST% and including GST shall be quoted above in the price schedule.
- 2) In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
- 3) The cost of CAMC which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey.
- 4) The uptime warranty will be 95 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the document.
- 5) All software updates should be provided free of cost during CAMC period.
- 6) The stipulations in Technical Specification will supersede above provisions.
- 7) The supplier shall keep sufficient stock of spares required during Comprehensive Annual 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.
- 8)

Business Address _____

Place: _____

Date: _____

Signature of Bidder _____

Seal of the Bidder _____

SECTION – J
CONTRACT FORM –

CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

This AGREEMENT made on this day ----- between HLL Lifecare Ltd (HLL)/HLL's Client, represented by the -----having his Office at(hereinafter called HLL/) of one part and M/s.----- represented by ----- aged----- years, having his / her Office at----- (hereinafter called "") of the other part. (The term *HLL/HLL's Client* and-----, wherever the context appear and unless, it is specifically excluded, shall mean and exclude its successor, assign administrators and executors).

WHEREAS the _____ had supplied and installed number _____ at against the supply order placed by HLL vide P.O. No. _ and as per provisions of the tender and supply order _____ should provide Comprehensive Annual Maintenance Services for this equipment (herein after called services) and the purchaser accepted & approved the rates and terms and conditions offered by ___ in the financial bid for the services to which this agreement made for.

NOW THE AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract / order referred to above.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The terms and conditions stipulated in *Purchaser's* tender document ref. _____, Dt. _____ for the supply of the equipment.
 - b. The Bid Form and Price Schedule submitted byfor supply and providing the maintenance Services, against the tender.
 - c. The supply order for supply and installation of the equipment vide Ref. No. _____ Dt. _____ Placed by Purchaser.
3. The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

Sr. No	Name of Equipment	Qty	Total CAMC Amt in Rs. (Excl applicable GST)				
			6 th year	7 th year	8 th year	9 th year	10 th Year

4. Payments shall be made by HLL/HLL's Client to Supplier as per the Purchaser's tender document, _____ hereby covenant with the *Purchaser* to provide the Comprehensive Annual Maintenance Services in conformity in all respects with the provisions of the *Contract* and the orders referred above.
5. The rates indicated cover all charges towards cost of spare parts, transportation and installation charges, cost of travel, boarding, lodging and expenses related to service personnel and other expenses related to maintenance of the equipment. No claim whatsoever will be entertained.
6. It is agreed that the rates indicated hereunder will be firm during the contract period and the contract period is for 5 years from (date of expiry of 1 year warranty period)
7. Performance security shall be submitted by way of Bank Guarantee valid till [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. [(fill amount) equivalent to 3 % of the cost of the total CAMC value.
8. It is agreed that _____ will provide preventive maintenance call at least one visit in four months and the gap between any two Preventive Maintenance should not be less than 90 days and not

more than 115 days and attend all breakdown calls, within the time limit prescribed in the tender. In addition, all breakdown calls shall be attended to immediately and all major repairs shall be rectified within 7 calendar days from the date of intimation, as per tender, failing which, a penalty of Rs.50,000/- per day thereof is leviable until the equipment is repaired and commissioned to the satisfaction of the end user, For this purpose you shall carry sufficient inventories to assure prompt replacement of defective parts as per tender.

9. It is agreed that the failure to attend to any breakdown calls within the prescribed time limit will attract penalty as stipulated in the CAMC order.

10. Uptime guarantee of 95% shall be maintained by _____ on annual basis taking into consideration the number of actual working hours and working days of the centre.

11. Purchaser reserves its rights to get the maintenance services done through any other agency at your full risk and cost and also to take appropriate penal action including termination of the contract, if the performance of services is found not satisfactory and below the 95%uptimelevel.

12. All disputes arising out of this agreement would be settled by arbitration by a sole arbitrator to be appointed by the CMD Of Purchaser

13. All disputes arising out of this agreement will be subjected to the jurisdiction of Chennai only.

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.

Signed, Sealed and Delivered by the

Said(For the HLL/HLL'sClient)

in the presence of

Signed, Sealed and Delivered by the

Said(For_____)

in the presence of

SECTION – K

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee’s authorized representative)

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 in accordance with the contract/NOA (Notification of Award) technical specifications. The same has been installed and commissioned to our satisfaction.

Contract No & date: _____

- (i) Supplier’s Name : _____
- (ii) Consignee’s Name &Address with
telephone No.& Fax No. : _____
- (iii) Name of the item supplied : _____
- (iv) Equipment identification sl no.: _____
- (v) Quantity Supplied : _____
- (vi) Date of Receipt by the Consignee: _____
- (vii) Date of completion of installation and commissioning_: _____
- (viii) Name and designation of Authorized

Representative of Consignee :

Signature of Authorized Representative of Consignee with Date:

Seal of the Consignee : _____

SECTION – L

Proforma of Final Acceptance Certificate by HLL

Date _____

To

M/s

Project Name:

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/NOA 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 fulfill 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 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 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.

SECTION M
CONSIGNEE ADDRESS

Hindlabs
AIIMS Gorakhpur
Kunraghat, Gorakhpur,
Uttar Pradesh 273008

SECTION N
TECHNICAL SPECIFICATION COMPLIANCE SHEET

The detailed technical specification for the products required as per the tender is given in the ITB section of this tender document. The bidder has to submit the compliance to the Technical specification as per the below table.

SI No	Item Name	Quoted (Yes/No)	Make and Model	100% Technically Complied (Yes / No) (specify if any deviation from technical specification as mentioned in Section F)
1	High-End Color Doppler Ultrasound System			

[Furnish para-wise compliance in a tabular form (as per the format mentioned below) in the letterhead of bidder, where the technical specification (para-wise) of all the equipment as per bid should be mentioned in the left column & bidder's compliance at the right with mention of page no. of the product catalogue / product data sheet].

Name of the Equipment (Make & Model):

(Add **separate sheets** depending upon the space requirements)

Bid specification (Para wise)	*Bidder's Compliance Para wise "Yes / No" along with remarks if any	**Page No. of the technical brochure where the compliance is mentioned

* **Leaflets / Technical Brochures / Product Data Sheets** of the Model offered **highlighting features** of the product offered must be attached in support of the information provided above.

** It is **mandatory** to mention the page no(s) in the format as mentioned above.

We hereby certify that the products being offered and which shall be supplied on successful winning of the tender, shall meet all the technical and commercial requirements as mentioned in this tender document.

Signature and Seal of the Bidder.....

Section O
CHECK LIST

S.L No	Documents to be submitted	Submitted (Yes/No)	Page No.
1	Bidder should have a valid Certificate of GST Registration		
2	Bidder should have a valid Certificate of IT PAN Card		
3	Bidder should have a valid Certificate of Certificate of incorporation / Memorandum of Article		
4	Copy of the NEFT/RTGS details of EMD and Tender fee		
5	Copy of Udyam Registration, in case of MSME Bidders		
6	The bidder should submit the duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act.		
7	Enclose audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.		
8	Bidder shall have the following experience individually or jointly as consortium: - The Bidder must have successfully supplied Medical Equipment at least for the tune of Rs.50,000,00.00/- in last three years ending 31 st March 2024. The equipment shall be satisfactorily functioning in India. Bidders quoting should be a manufacturer/ authorized/Consortium dealer having experience on its own or through their OEM shall have successfully Supplied and installed the Similar Equipment. The order shall be awarded to the responsive qualified bidder, who quotes the lowest amount in total. Copies of work orders and satisfactory work completion reports issued by the Client/Authority concerned shall be submitted in proof of the same.		
9	For Govt. /Departmental works, Work orders and corresponding completion certificate issued by the Competent Authority (Exe. Engr, Supt. Engr., etc.) Shall be submitted. Completion certificates for works issued by private parties shall be supported by TDS certificates/Bank Statement.		
10	Documentary proof for establishing the average annual turnover of the bidder in the last three years, (2021-22, 2022-23 & 2023-24) is not less than Rs.50,000,00.00/- certified by a chartered accountant The Duly filled and Signed copy of the FINANCIAL STATEMENT as per item no. 1 in Section G is to be attached		
11	Dully filled Performance Statement as per item no.2 of Section G		
12	Dully filled Category Details of Organization (MSE) as per item no.3 of Section G.		
13	Dully filled Self-Declaration – Make in India Preference as per item no. 4 of Section G.		
14	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per item no. 5 of Section G		
15	Dully filled Requisition form for E-payment as per item no. 6 of Section G		
16	Has the Supplier/Firm/Company ever been black listed by the Govt./or the registering authority. (Yes / No)If NO, the duly signed declaration form as per item no-7 of Section- G is to be attached		
17	Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidders letterhead		
18	Duly Signed No Deviation Certificate as per item no-8 of Section -G to be attached		
19	Duly Signed Acceptance Form as per item no-9 of Section -G to be		

	attached		
20	HSN Code of Equipment as per item no-10 of Section -G to be attached		
22	Manufacturer authorization or Consortium agreement as per SECTION H		
24	Duly signed and filled Section K Consignee Receipt Certificate		
25	Duly signed and filled Section L Performa of Final Acceptance Certificate by HLL		
27	Duly signed and filled Section M Consignee Address		
28	Dully Filled Technical Specification Compliance Sheet Section N to be attached		
29	Duly filled and Signed Check List as per Section O to be attached		
30	Dully Filled General information of the Manufacturer / Supplier, Section P to be attached		
31	Dully filled Pre Contract Integrity pact as per of Section - Q to be attached		
32	Product brochure literature, write up etc of the quoted product		

Section P

General information of the Manufacturer / Supplier

1. Name of the manufacturer/supplier	
• Name of Contact Person	
• Mobile No	
• E-mail Address	
• Whether Distributor/Authorized Agent/	
• Original Equipment Manufacturer	
• Specify whether SSI / MSE unit :	
2. How many years have you been in the business of manufacturing/selling?	
3. Details of Tax Registration	
a) GST NO	
b) PAN NO	
4. Name & Address of your Banker (s)	
Account no.	
Swift Code	
IFSC Code	
All the information provided herein is true & correct.	

PLACE:

DATE

BIDDER NAME & SIGNATURE
(WITH OFFICE SEAL)

Section Q

PRE CONTRACT INTEGRITY PACT

(In the company letter with sign & seal)

All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

HLL Lifecare Limited.

Division:

Tender No: HLL/PSD/2025-26/TENDER/07 dated 28.04.2025

INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office atrepresented by Shri _____, Designation..... (hereinafter called the "Bidder/Seller"/Supplier /Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Both HLL and Bidder referred above are jointly referred to as the Parties.

Preamble

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Supplier /s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or

implementation process related to the contract.

- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ SUPPLIER s

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
 - 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
 - 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section F of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Supplier (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Supplier s(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Supplier s(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- 3.1** The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders / Supplier s / SubSupplier s

- 4.1 The Bidder(s)/ Supplier (s) undertake(s) to demand from his SubSupplier s a commitment in conformity with this Integrity Pact.
- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Supplier s.

4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or

acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the

BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the Supplier liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.

vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.

xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other

Statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present

bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any of the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HLL has appointed Shri P. Mallikharjuna Rao IFoS (Rtd) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri P. Mallikharjuna Rao IFoS (Rtd)
Independent External Monitor (IEM)
Office: HLL Lifecare Limited, HLL Bhavan,
Poojappura, Thiruvananthapuram 695 012, Kerala
Email: iemhll@lifecarehll.com

7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subSupplier s engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ SubSupplier (s) with confidentiality.

7.7 HLL will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8.Criminal charges against violating Bidder(s)/ Supplier (s)/ SubSupplier (s)

If HLL obtains knowledge of conduct of a Bidder, Supplier or SubSupplier , or of an employee or a representative or an associate of a Bidder, Supplier or SubSupplier which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Chennai Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Supplier /Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.1 If the Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Lifecare Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....