

TENDER DOCUMENT

SUPPLY & INSTALLATION OF NEPHROLOGY EQUIPMENT & MGPS FOR VARIOUS CRITICAL CARE BLOCKs (CCB) HOSPITAL, HIMACHAL PRADESH

E-Tendering

IFB No. HLL/CMO/HCD/NE-MGPS/HP/26-27, Dt.12.10.2026



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SECTION I

INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a) **‘Invitation for Bid’** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b) **‘Bidder/Tenderer’** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c) **‘Purchaser/Owner’** shall mean HLL Lifecare Limited or its units thereof.
- d) **‘Engineer-In-Charge’**, shall mean the Engineer appointed by the purchaser/owner to supervise all activities of the project.
- e) **‘Supplier/Contractor’**, shall mean the successful bidder whose tender has been accepted by the purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, success or etc.
- f) **‘Permanent Works’**, means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further explanatory instructions, drawings etc., as shall from time to time during the progress of the work be given by the HLL.
- g) **‘Project’**, shall mean entire work specified in the contract documents inclusive of extra items/extra quantities (if any) executed during the contract period.
- h) **‘Acceptance Letter’**, shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his tender has been accepted.
- i) **‘Contract’**, shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the purchaser/owner and the Supplier.
- j) **‘Date of Contract’**, shall mean the date on which the successful bidder has accepted the notification of award.
- k) **‘Contract Period’**, shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.
- l) **‘Completion Certificate’**, shall mean the certificate issued by the purchaser/owner to the Supplier after successful completion of the project.

- m) **Extra Items'**, are those items, which are not appearing in the Schedule of Items but required to be executed during the project period.

2. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced Suppliers/Dealers/OEMs who are capable of executing the Specified work as per our tender conditions.

3. ELIGIBLE BIDDERS

- 3.1 A Bidder should have eligibility criteria as per 9.2-b of this section to submit bids against this tender.
- 3.2 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.

4. COST OF BIDDING

- 4.1 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.
- 4.2 Tender documents may be downloaded free of cost from the Government e- procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

5. SITE VISIT

- 5.1. 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.
- 5.2. 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.

6. GETTING INFORMATION FROM WEB PORTAL

- 6.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 6.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 6.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

7. Bidding Documents

7.1. Content of Bidding Documents

7.1.1. The bidding documents shall consist of the following unless otherwise specified

- a. Notice Inviting Tender(NIT)
- b. Instructions to Bidders
- c. General and special Conditions of Contract
- d. Technical Specifications
- e. Form of Bid, Appendix to Bid
- f. Bill of Quantities
- g. Drawings if any

7.1.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

7.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

7.2 Clarification of Bidding Documents

7.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.

- 722 In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and publish them in the website through corrigendum.

7.3 Amendment to bidding documents

- 731 Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 732 Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 733 If the addendum thus published does involve major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

8 Preparation of Bids

8.1 Language of the Bid

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

8.2. Documents Comprising the Bid

- 8.2.1. The online bid submitted by the bidder shall comprise the following:

- I. Details required for e-payment (Details of bank account having core banking facility and e-mail address of the Supplier) in the prescribed format.
- II. Payment of bid submission/tender fee as detailed in the e-tender web site.
- III. Bid Security (EMD).
- IV. Copy of Registration (GST, PAN etc) Certificate duly attested.
- V. Copy of Documents in proof of eligibility criteria
- VI. Copy of Documents in proof of Financial turnover.
- VII. Other documents specified from part VII to XV.
- VIII. Priced Bill of Quantities.

- 8.2.2. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8.3. Bid Prices

- 8.3.1. The Bidder shall bid for the whole work as described in the Bill of Quantities. If any of the items not quoted, then their bid will be treated as non-responsive.
- 8.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder.
- 8.3.3 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.

8.3.4 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.

8.3.5. 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.

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

8.4. Currencies of Bid and Payment

8.4.1. 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.

8.5. Bid Validity

8.5.1. Bids shall remain valid for a period of **365 days** from the date of opening of the bid, as specified in the NIT, and may be further extended up to **730 days**. Any bid valid for a shorter period shall be treated as non-responsive and rejected by HLL.

8.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail

8.6. Bid Security(EMD)

8.6.1 The Bidder shall furnish, as part of his Bid, a Bid Security Declaration as detailed in the Tender. For e-tenders, Bidders shall upload the Bid Security Declaration given in e-tender under Government e-Procurement system only.

8.6.2 Each bid must be accompanied by Bid Security Declaration. Any Bid not accompanied by an acceptable Bid Security Declaration shall be rejected as non-responsive.

8.7. Bid Submission Fee

8.7.1. For e-tenders, the mode of remittance of Bid submission fee (Tender Fee). For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e- tender in Government eProcurement portal only.

8.7.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as non-responsive.

8.7.3. Tender Fee remitted will not be refunded.

8.8 Alterations and additions

- 881 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 initialed by the person or persons signing the bid.
- 882 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.

9. Submission of Bid's

The Bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

9.1 The tender is invited in **Envelope system** from the registered and eligible firms CPP Portal.

9.2 Pre-qualification Criteria for bidders: Following 2 envelopes shall be submitted online at CPP-portal by the bidder.

a) Envelope - I

i)(Tender Fee and EMD):

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
A/c number:	006303300000035
IFSC Code:	HDFC0000063
Branch name:	Commercial Branch, Vazhuthacaud, Thiruvananthapuram

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

ii) (Technical bid):

Technical Bid should contain signed and scanned soft copy documents in proof of experience and duly filled and signed copy of documents as specified.

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.

SN	Eligibility Criteria	
1	Bidder should have a valid Certificate of the following:	
	a.	GST Registration
	b.	IT PAN Card
	C	Certificate of incorporation / Memorandum of Article
	Note	Copy of valid certificates for the above shall be submitted in proof of the same
2	Bidder should be a Manufacturer or authorized dealer	
3	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.	
4	The Bidder must have successfully supplied, installed and commissioned the Medical Equipment at least for the tune of Rs. 1.51 Cr. and the Medical Gas Pipeline systems at least for the tune of Rs 2.65 Cr.in last five years ending 31st March 2026. The equipment and MGPS shall be satisfactorily functioning in India. Bidders quoting should be a manufacturer/authorized dealer having experience on its own shall have successfully Supplied and installed the Similar Equipment. The order shall be awarded to the qualified responsive 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. The Duly filled and Signed copy of the PERFORMANCE DECLARATION FORM as per item No.1 of Section-VII is to be attached.	
	Note	1. For works executed for Government / Semi-Government / Autonomous Bodies / Public Sector Undertakings, completion certificates shall be issued by an officer not below the rank of Executive Engineer or equivalent. 2. For works executed for private organizations, completion certificates shall be supported by relevant TDS certificates. 3. The value of completed works shall be considered as per the gross value of work completed excluding GST.
5	The bidder shall have a minimum average annual turnover of not less than 50% of the estimated cost, i.e. Rs. 4.16 Crore, calculated over the last three (3) financial years (FY 2023–24, FY 2024–25, FY5–26). The Duly filled and Signed copy of the Financial Statement as per item No.2 of Section-VII is to be attached	

SN	Eligibility Criteria	
	Note: Enclose audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.	
6	Duly signed Acceptance Form along with the attested copy of tender document as per item no-3 of Section-VII to be attached	
7	Duly signed Completion Period declaration as per item no-4 of Section-VII to be attached	
8	Duly filled Requisition Form For E-Payment along with clear and visible scan copy of cancelled cheque as per item no-5 of Section-VII to be attached	
9	The duly signed declaration form as per item no-6 of Section-VII 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
10	Duly filled Contractors Superintendence, Supervision, Technical Staff And Employees Details as per item no-7 of Section-VII to be attached	
11	Duly filled No Deviation Certificate as per item no-8 of Section-VII to be attached	
12	Duly filled Category Details of Organization (MSE) as per item no-9 of Section-VII to be attached	
13	Credit Limit: Should have an available un-utilized Credit Limit of at least 10% of the estimated cost put to tender, certified by his bankers for this work. Banker's certificates (as prescribed in item no-10 of Section-VII) in the current financial year, should be on letter head of the Bank, addressed to tender inviting authority issued after publication of tender.	
14	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate from Nationalized Scheduled Commercial Bank with details of Financial Status I.e. Name of the Banker & Current Solvency Certificate ((i.e. the solvency certificate shall be dated after the date of publication of NIT and Be addressed to the tendering authority quoting the name of the work)) from the Banker in original for a sum of at least Rs.3,33,24,677.00/- (40% of PAC) in order to fund the project till the time the invoices get paid. (item no-11 of Section-VII). The Certificate should be issued between the publishing date of NIT & last date of submission of Bids, including extensions if any. The certificate should carry the name, designation & power of attorney of the bank official.	
15	The bidder should visit the sites and submit the Site Visit Certificate signed by HLL as per item no. 12 of Section-VII failing which, the bid will be summarily rejected.	
16	Duly filled and submit the General information of the Manufacturer / Supplier as per item no. 13 of Section-VII to be submitted.	
17	Duly filled and signed copy of Bid Form asper item no. 14 of Section-VII to be submitted.	

SN	Eligibility Criteria
18	Duly filled and signed copy of Undertaking letter asper item no. 15 of Section-VII to be submitted.
19	Duly filled and signed the Make / Model/ HSN Code of the Equipment as per the Section VIII.
20	Manufacturer authorization as per SECTION X. The items that require manufacturer authorization is in SECTION V.
21	Product brochure literature, write up etc.
22	Technical compliance sheet with clear indication of deviation in specification, if any.
23	Quality certificate is mandatory for all the equipment and same to be submitted along with technical document.

Pre-bid Queries: Pre-bid queries shall be communicated through hcdcmo@lifecarehll.com or through phone +91 90801 88950

j) Envelope – II (Financial Bid): The Financial e-Bid through CPP Portal.

The BoQ to be filled by the bidder has 2 sheets - Sheet 1: Equipment & MGPS cost, Sheet 2: CAMC Cost for 5 years. The bidder has to fill the mentioned sheets as per the following:

All the items tendered shall be quoted, if any of the item(s) not quoted, then their bid will be treated as non-responsive. All 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 tender 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 (such as name of the bidder). 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.

Note:-

- a. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - i. Forfeit the entire amount of EMD submitted by the firm.
 - ii. The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
- b. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
- c. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the

documents by the Bidder during the e-procurement process.

10. Deadline for Submission of the Bids

10.1 Bid shall be received only online on or before the date and time as notified in NIT. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

10.2 Modification, Resubmission and Withdrawal of Bids

10.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

10.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

10.2.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

11. Bid Opening and Evaluation

11.1. 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.

11.1 Bid Opening Process

11.1.1. 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: Envelope-I Opening date shall be mentioned in NIT (Envelop – I shall contain scanned copy of Tender Fees, EMD& 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 through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection.

b) Envelope -II: The financial bids of the Suppliers/firms found to be meeting the qualifying requirements shall be opened as per NIT. (Depending on evaluation of Envelop I, the date shall be intimated through CPP Portal)

11.1.2. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

11.2. Confidentiality

11.2.1. 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 favor of the successful bidder.

11.2.2. 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.

11.3. Clarification of Bids

11.3.1. 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, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

11.3.2. 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.

11.4. Examination of Bids, and Determination of Responsiveness

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 bid security declaration form and the required documents and certificates. Further the purchaser may request for the demonstration of the product quoted from bidder for inspection & evaluation as mentioned below:-

A) For Medical Equipment

The products quoted from bidder are subjected for inspection & evaluation at Chennai / Himachal Pradesh/ as per the sole discretion of the purchaser for the purpose of technical evaluation. The inspection of product shall be as apart of responsiveness of the technical bid. If the bidder doesn't arrange the product demonstration within 7 days from the date of intimation at the desired location of the purchaser (Chennai / Himachal Pradesh), then their bid will be treated as non-responsive.

B) For Medical Gas Pipeline Systems

The Purchaser reserves the right to arrange a site visit for inspection/demonstration of the bidder's completed works and submitted experience credentials. The bidder shall facilitate such inspection and provide all necessary cooperation during the site visit.

In the event that the Purchaser is failed to arrange the site visit or not satisfied with the quality, completion status, performance, or authenticity of the executed works during the site verification, the bidder shall be liable for disqualification from the tender as per the terms and

condition.

11.4.1. 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 Contractor
- c. Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

11.4.2. 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.

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

11.4.4. The CAMC costing will not be added to determine the L1 bidder, however the bidders are informed to quote the CAMC rates

11.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

11.5. Negotiation on Bids

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

12. Award of Contract

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

122. 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.

12.3 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.

125. 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.

12.6 Notification of Award and Order Acceptance

12.6.1 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.

12.6.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Security Deposit within 7 (Seven) days of issue of letter of acceptance.

12.6.3. Upon the furnishing by the successful Bidder of the Security Deposit, the Agreement Authority will promptly notify the other Bidders that their Bids have been unsuccessful.

12.6.4. The supplier shall arrange for a pre-dispatch inspection within 7 days from the date of intimation, confirming their technical qualification.

12.6.5. Transportation, boarding, lodging and other expenses for Pre-dispatch and post- dispatch will be borne by supplier

12.6.6. Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements - will be paid and the same recovered from the successful bidder.

13. Corrupt or Fraudulent Practices

13.1 The purchaser requires that the bidders, suppliers and Suppliers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sl. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.

(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
13.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.		

SECTION - II

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 IV, List of requirements under Section V and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2. Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3. Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. 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.

4. 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.

5. Performance Security

- 5.1. Within Seven (07) 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 contract, valid up to 90 days after the date of completion of 1 year warranty period.
- 5.2 The Performance security shall be denominated in Indian Rupees.
- a)It 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 provided in section XII of this document in favor of the Purchaser. The validity of Bank Guarantee will be for a period up to sixty (90) days beyond respective Warranty Period.
- 5.3 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.
- 5.4. In the event of any amendment issued to the contract, the supplier shall, within twenty- one (21) 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.
- 5.5. The supplier shall enter into CAMC as per the ‘Contract Form – B’ in Section XV with Purchaser/Purchaser’s Client, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- 5.6. Subject to GCC sub – clause 5.3 above, 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 towards quarterly preventive maintenance and breakdown maintenance services rendered by the contractor during warranty period.

6. 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’ under Sections VI and VII of this document.

7. 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 VI and VII and in SCC under Section IV. 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 VI and VII and in SCC under Section IV, 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

8. Inspection, Testing and Quality Control

The purchaser and/or its nominated representative(s) will 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 & lodging will be borne by the supplier and/or its nominated representative(s).

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 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-dispatch inspection of the ordered goods at premises decided by the purchaser, 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 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-dispatch inspection mentioned above.

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 GCCClause15.

If required by the purchaser, Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

For details of final inspection please refer section IV, special conditions of Contract.

9. 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 V. The project has to be completed within **60days** from date of work order/handing over the site, whichever is later. All costs including insurance, loading, unloading etc., shall be borne by the supplier.

10. Transportation of Goods

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

11. 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.

12. 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.

13. Incidental services

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

- i) Installation & Commissioning, Supervision and Demonstration of the goods and rectification of accidental damages occurred before handing over the system/site to Hospital authorities.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training to Doctors/Technicians on equipment in clinical aspects for operating and maintaining the equipment.
- iv) Supplying required number of operation & maintenance manual for the goods.
- v) Providing all the necessary as built drawings after the installation and commissioning.
- vi) Provide all software updates during warranty period without any additional cost.

14. 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 XVI 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 11

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

15. Warranty

The supplier warrants comprehensively that the goods supplied under the contract is new, unused 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 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 under the conditions prevailing in India.

The supply shall commence only upon achievement of 70% completion of the infrastructure works, which are presently at the initiation stage and are estimated to reach the said level of completion within 20–24 months. In the event that the supply is effected after 24 months from the date of contract award, the warranty applicable shall be 12 (twelve) months from the date of supply and installation. Not with standing the above, where the equipment is supplied immediately subject to clearance of the site and acceptance of the equipment by the Hospital authorities, a warranty period of 12 months shall apply.

In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the supplier. The period of the warranty will be as per GCC clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

Upon receipt of such notice, the supplier shall, within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. 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.

In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, 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.

During Warranty period, the supplier is required to visit consignee's site at least once in 4 months commencing from the date of the installation for preventive maintenance of the goods.

The Purchaser reserve the rights to enter into CAMC between Purchaser/Purchaser's Client and the Supplier for the period of 5 years as mentioned in this tender, after the completion of 5 years warranty.

The supplier along with its Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the constant performance of the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

The Supplier along with its Indian Agent and the CAMC Provider shall always accord most favored client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser.

15.1 Special Conditions:

The Purchase Order issued to the Supplier shall serve solely as confirmation to commence internal procurement and preparatory activities. The Supplier shall proceed with the supply, delivery, and installation of the equipment only upon receipt of a formal written Site Readiness Confirmation from the Purchaser.

16. Assignment

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

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

Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of dispatch,
- e) Place of delivery and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract shall be amended accordingly.

19. Prices

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract, except for any price adjustment authorized in the SCC.

20. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

A) Payment Terms - Equipment

- a) 50% of supply value shall be released against supply and certificate for receipt of the item in good condition from the Hospital/purchaser.
- b) 45% payment shall be released against certificate of installation and commissioning certified

by the Hospital Authorities/purchaser.

- c) Final 5% shall be released against submission of certificate issued by Hospital/purchaser certifying that the facility has been installed, commissioned and handed over and submission on Performance Security and other documents stated in this tender.
- d) Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract and upon the submission of the following documents:
 - i. supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - ii. Completion Certificate duly certified by hospital/HLL authorities.

B) Payment Terms - Turnkey part (Civil & Electrical works)

The contractor can submit two running account bills during the work period and payment made as below:

- a) 80% of the GST bill value will be paid on each running account bill submitted by the contractor recommended by State in charge (P&S, HLL) and approved by Project Engineer (P&S, HLL)/ Deputy General Manager (P&S, HLL).
- b) Balance 20% of running account bill will be paid along with the final bill only after submission of Work Completion certificate issued by State in charge (P&S, HLL) and approved by Project Engineer (P&S, HLL)/ Deputy General Manager (P&S, HLL)
- c) 3% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 12 months without any interest.
- d) The running account bills/Final bill are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by State in charge (P&S, HLL) and the Contractor's representative. For supply of capital items, duly certified delivery challan/supporting documents such as Warranty Certificates etc. shall be enclosed

Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

The running account bills/Final bill are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by State in charge (P&S, HLL) and the Contractor's representative. For supply of capital items, duly certified delivery challan/supporting documents such as Warranty Certificates etc. shall be enclosed along with bill and shall be submitted to following Address:

1. For equipment:

HLL Lifecare Limited,
HLL Bhavan, #26/4,
Tambaram-Velachery Main Road,
Pallikaranai, Chennai – 600 100,
Tamilnadu, India.
GST No. 33AAACH5598K1Z8.

2. For MGPS work

HLL Lifecare Limited,

Amrit, Circular road,
Indira Gandhi Medical college,
Regional Cancer centre, Shimla,
Himachal Pradesh,
Pin code -171001
GST – 02AAACH5598K1ZD

The payment will be disbursed by HLL Project Division in Chennai only against the actual work executed at site.

Payments to the vendor shall be contingent upon the availability of funds disbursed by the client. Consequently, the timing of disbursement may be subject to change based on fund availability. The competent authority will notify the vendor promptly of any anticipated delays in payment.

CAMC Payment:

The payment of CAMC will be made after completion of 4 months' preventive maintenance period and after satisfactory completion of said period on submission of bills with supporting documents, certified by the Hospital authorities, in proof of preventive and breakdown maintenance having rendered in the 4 months. In case the supplier fails carry out the preventive maintenance, in the stipulated period, the purchaser may extend the period of contract to the period of non-services or impose the penalty on the supplier at the discretion of the Purchaser. However, such non service(s) is/ are by a reason of Hospital, the penalty / extension mentioned above will not be applicable.

The supplier shall not claim any interest on payments under the contract.

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.

The payment shall be made in Indian Rupees.

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

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.

The payment for the preventive maintenance will be released only on the submission of performance security of 5% for the particular year.

22. Delay in the supplier's performance

The supplier shall deliver of the goods and perform the services under the contract within the

time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract.

Subject to the provision under GCC clause 26, 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 delivery of the goods and performance of services, 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 delivery schedule 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 delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

When the period of delivery 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, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, 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 goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery 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 delivery stipulated in the contract.

The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

23. Liquidated Damages

In case the Contractor fails to supply the goods/or complete the Supply within the stipulated completion period, Liquidated Damages shall be levied at the rate of 0.5% of the total Contract value per week or part thereof, subject to a maximum of 7.5% of the total Contract value, unless the delay is solely attributable to HLL Lifecare Limited and duly certified as such. Grant of extension of time, if any, shall not be treated as a matter of right and shall be considered only at the sole discretion of HLL Lifecare Limited, without prejudice to the levy of Liquidated Damages, where applicable. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

24. 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 deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 22.3 and 22.4.

In the event of the Purchaser terminating the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser may procure goods and/or services 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.

25. 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.

26. Termination / Cancellation for Non-Performance

HLL Lifecare Limited reserves the absolute right to terminate the Contract, either wholly or partly, without prejudice to any other remedies available under the Contract, if the Contractor fails to commence the Supply as per agreed timelines, shows unsatisfactory progress, repeatedly fails to achieve approved milestones (where repeated failure shall mean failure to achieve two or more consecutive milestones or three milestones in total, notwithstanding any extension granted), abandons the Supply or otherwise demonstrates inability to complete the Supply.

Upon such termination, HLL Lifecare Limited shall be entitled to get the balance supply executed at the risk and cost of the Contractor, and any excess expenditure incurred shall be recoverable from the Contractor, including adjustment against the Performance Security, Retention Amount or any other dues payable to the Contractor under this or any other contract.

27. Force Majeure

Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable

alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract. Termination of this agreement for whatever reason shall not affect the obligation/ liabilities of both the parties accrued hereunder in respect of matters at the time of the agreement.

In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions shall be taken on similar lines described in above sub- paragraphs.

28. 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 delivery 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 goods and services, the Purchaser may decide:

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

29. Governing language

The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

30. 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.

31. Resolution of disputes

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

If the parties fail to resolve their dispute or difference by such mutual consultations within twenty one days of its occurrence the same shall be referred for arbitration to a Sole arbitrator to be appointed by the C&MD, of the Purchaser. Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitrator shall give a reasoned award. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of arbitration

shall be Chennai, India and the language of the proceedings shall be English
The arbitrator shall be requested to give reasoned award.

32. Applicable Law

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

33. General/Miscellaneous Clauses

- a. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CAMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- b. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c. The Supplier shall notify the Purchaser of any material change would impact on performance of its obligations under this Contract.
- d. The Supplier/its Indian Agent/CAMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CAMC or the Contract.
- e. The Supplier/its Agent/CAMC Provider shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliated.
- f. All claims regarding indemnity shall survive the termination or expiry of the contract

SECTION –III

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. General requirements for eligibility

- a) In order to decide the responsiveness of tender, the Purchaser may ask to the bidder for Demonstration of equipment/system, presentations and sample 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.
- l) Tender Fee as per tender document. Undertaking for replacement of complaint / defective items as Annexure.
- m) One to one compliance statement to technical specification requirements against each item shall be provided along with the tender, with pamphlets/Catalogs.
- n) Acceptance test should be done at designated hospitals, prior to handing over of equipment.
- o) All details of pre installation and installation works along with schedules & drawings should be supplied within a week of award of order.

2. Bid/Price Validity:

The rate valid for the period of at least 365 days from the date of issuance of order.

3. Final Inspection

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

4. Warranty:

1 year as per SECTION V (List of Requirements) for comprehensive warranty as per Conditions of Contract of the TE document for complete equipment from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution.

- a) 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.
- b) All software updates should be provided by the supplier free of cost during Warranty period.

5. Aftersales Service:

After sales service Centre should be available at on 24 (hrs) X 7 (days) X 365 (days) basis. Breakdowns/Complaints should be attended within 8 hrs. An undertaking by the Manufacturer shall accompany the tender that the spares for the equipment shall be available for at least 10 years from the date of supply.

6. CAMC:

- a) Bidder shall offer price for CAMC. CAMC shall be awarded at the discretion of Purchaser/Hospital at the end of the warranty period.
- b) The CAMC shall be for 5 years after completion of prescribed warranty period.
- c) Preventive Maintenance services during CAMC shall be rendered once in every four months 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, 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 supplier shall carry sufficient inventories to assure prompt replacement of defective parts as per tender.
- d) Breakdown calls shall be attended immediately 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 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) On receipt of CAMC order, the supplier shall furnish performance security for an amount equal to 3% of the CAMC value per annum in the form of Demand Draft or Performance Bank Guarantee, which will be renewed in term with value of every year till completion of CAMC period.
- g) 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.
- h) 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 pertained later.
- i) 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.

- j) 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 down time period.

- k) During the CAMC period, all software updates should be provided free of cost.

Technical Evaluation:

HLL Lifecare Limited may request for the demonstration of the product quoted from bidder for inspection & evaluation at Tamil Nadu/Chandigarh/Himachal Pradesh/as per the sole discretion of the purchaser for the purpose of technical evaluation. The inspection of product shall be as a part of responsiveness of the technical bid. If the bidder doesn't arrange the product demonstration within 7 days from the date of intimation at the desired location of the purchaser (Tamil Nadu/Chandigarh/ Himachal Pradesh), then their bid will be treated as non-responsive.

Inspection:

Pre-dispatch Inspection:

The bidder shall ensure that all items specified in the Schedule of Requirements are subjected to pre-dispatch inspection at the manufacturer's works or at any location preferred by Purchaser. The bidder shall furnish all applicable test certificates and the manufacturer's guarantee/warranty certificates confirming conformity to the prescribed specifications. The Purchaser or its authorized agent reserves the right to inspect and/or test the items. Any item failing to meet the specified requirements shall be rectified or replaced by the bidder at its own cost to the full satisfaction of the Purchaser or its authorized agent. All costs related to such inspections and tests shall be borne solely by the bidder, including travel, boarding, and lodging of two (2) representatives from M/s. HLL Lifecare Limited or its authorized representatives

Post-dispatch Inspection: The Supplier shall ensure that all items specified in the Schedule of Requirements shall be subject to inspection upon arrival at the destination site, as determined by the Purchaser or its authorized Procurement Agent. The bidder shall provide all relevant test certificates and the manufacturer's guarantee/warranty certificates evidencing conformity to the prescribed specifications. The Purchaser or its authorized agent reserves the right to inspect and/or test the items at the destination site. Any items found not conforming to the specified requirements shall be promptly rectified or replaced by the bidder at its own cost to the full satisfaction of the Purchaser or its authorized agent. All costs incurred for such post-dispatch inspections, including but not limited to travel, boarding, and lodging of two (2) representatives from M/s HLL Lifecare Limited or its authorized representatives, shall be borne entirely by the bidder.

Deployment of Biomedical Technician:

The bidder shall deploy one (1) Biomedical Technician exclusively to maintain the equipment supplied under this contract for a period of one (1) year, until completion of the warranty period of all the equipment supplied. The minimum qualification of the biomedical technician shall be of B.E /B. Tech / Diploma in Biomedical Engineering with minimum of 1 year experience. Details of the Biomedical Technicians shall be furnished within 7 days from the date of order with all credentials, and deployment will be completed within 14 days. The appointed Biomedical Technician shall serve as the primary point of contact for HLL and the Hospital authorities and shall be responsible for the supply, installation, commissioning, and maintenance (during warranty period) of the supplied Medical Equipment. The Biomedical technician shall be stationed at site as authorized by HLL.

SECTION IV

LIST OF REQUIREMENTS

SN	List of Equipment	Unit	Qty
1	HEMO DIALYSIS MACHINE	Nos	16
2	RO PLANT SYSTEM	Nos	8
3	DIALYSIS REPROCESSOR	Nos	8
4	CENTRALIZED MGPS	Nos	6

S.NO.	Brief Description of Goods	RH Solan	CH Dehra	CH Poanta	CH Manali	Dr.RKGMC Hamirpur	RH Reckong Peo	CH Rohru	CH Tegubehar	Total
1	HEMO DIALYSIS MACHINE	2	2	2	2	2	2	2	2	16
2	RO PLANT SYSTEM	1	1	1	1	1	1	1	1	8
3	DIALYSIS REPROCESSOR	1	1	1	1	1	1	1	1	8
3	CENTRALISED MGPS	1	1	1	1	1	1	0	0	6

Note:

- 1) The bidder shall quote for all the items tendered. If any of the item (s) not quoted, then their bid will be treated as non-responsive.
- 2) The quantity indicated is tentative and will increase or decrease as per the actual requirement. The supplier should have no claim against the purchase on the actual quantity of orders placed.

SECTION V

**LIST OF ITEM REQUIRES MANUFACTURE AUTHORIZATION
LETTER**

SN	Equipment Name	Authorization
1	HEMO DIALYSIS MACHINE	Needed
2	RO PLANT SYSTEM	Needed
3	DIALYSIS REPROCESSOR	Needed

SECTION VI
TECHNICAL SPECIFICATION FOR EQUIPMENT

1) HEMO DIALYSIS MACHINE

Hemo dialysis Machine		
Versionno.:		01
Date:		September2023
Done by:(name/ institution)		HCT/NHSRC
GMDN name		
GMDN code(s)		
1.Use		
1.1	Clinical purpose	Hemo dialysis machine is used in dialysis procedure that filters a patient blood to remove excess water and waste products when The kidney is damaged, dysfunctional or missing.
1.2	Used by clinical department/ward	Dialysis Services
2.Technicalcharacteristics		
2.1	Technical characteristics (specific to this type of device)	1) The hemo dialysis machine should have a blood pump to achieve a unidirectional flow up to 400ml/min. 2) It should have a hepar in pump, arterial line and venous line pressure monitors and functional air bubble detector. 3) Mixing proportion of unit with bicarbonate dialysis facility 4) Dialysate delivery should be from 300to500ml /min or more. 5) It should have a conductivity meter and functional blood leak detector. 6) Dialysate temperature regulator with temperature of 35to39 deg C. 7) Built-in device for measurement and monitor of effective urea clearance (K) and dialysis dose (Kt/V) automatically during treatment. 8) Volumetric UF control 9) Safety devices functioning alarms, venous blood camp 10) Dialysate filter
2.2	User's interface	LCD display
2.3	Software and/or standard of communication (wherever required)	In-built
3.PhysicalCharacteristics		
3.1	Dimensions(metric)	NA
3.2	Weight(lbs, kg)	NA
3.3	Noise(in dba)	N.A.

3.4	Heat dissipation	NA
3.5	Mobility, portability	Mobile
4.Energysource(electricity, Ups,solar,gas,water,cO2)		
4.1	Power requirements	220VAC+/- 10%,50Hz
4.2	Battery operated	UPSwit hat least 2-hour battery backup
4.3	Protection	NA
4.4	Power consumption	As specified by manufacturer
5.Accessories,spareparts,consumables		
5.1	Accessories (mandatory, standard, optional); Spare parts (main ones); Consumables/reagents (open, closed system)	All consumables required for installation and standardization of system to be given free of cost.
6.Environmentalanddepartmentalconsiderations		
6.1	Atmosphere/ ambiance (air conditioning, humidity, dust...)	Capable of operating continuously in ambient temperature of -10 to 60 deg C and relative humidity of upto 90% in ideal circumstances.
6.2	User's care, cleaning, Disinfection& sterility issues	To be specified by manufacturer.
7.StandardsandSafety		
7.1	Certificates(pre-market, sanitary, ..); performance and safety standards (specific to the device type); local and/or international	1.Should comply with USFDA/CE/BIS Standards. .Should be CDSCO/SLA approved, as applicable
8.TrainingandInstallation		
8.1	Pre-installation requirements: nature, values, quality, tolerance	To be specified by manufacturer and compatible electrical accessories as per Indian standard set-up
8.2	Requirements for sign- off	Supplier to perform safety and operation check before handover
8.3	Training of staff (medical, paramedical, technicians)	Training of users in operation and basic maintenance shall be provided.
9.WarrantyandMaintenance		
9.1	Warranty	03 years including all spares. Preventive maintenance visits at least once in each quarter.
10.Documentation		
10.1	Operating manuals, service manuals, other manuals	Should provide 2 sets (hard copy and soft copy) of: 1. User, technical and maintenance manuals should be supplied in English/Hindi language along with machine diagrams. 2. Service and operation manuals (original and Copy) to be provided.
10.2	Other accompanying documents	List of essential spares and accessories, with their part number and cost.
11.Notes		

11.1	Service support contact detail s(hierchy Wise; including a toll free/landline number)	Contact details of manufacturer ,supplier and local service agent to be provided.
11.2	Recommendations or warnings	Any warning sign should be adequately displayed.

2)RO Plant 500 LPH

- a. Sand Filter – Capacity – 1000 lph, Media – Sand / Pebbles, MOC – FRP / Composite, Back wash: Automatic, Multiport valve: Timer based with 3 cycle backwash sequence, Pressure gauge and fittings – 1 set.
- b. Activated Carbon Filter – Capacity: 1000 lph, Media: Carbon ID 900, MOC: FRP / Composite, Make: Pentair / equal, Backwash: Automatic, Multiport valve: Timer based with 3 cycle backwash sequence, Pressure gauge and settings: 1 set
- c. Water softner/ High Definition Carbon/Ion Remover (As per feed water quality) – Capacity: 1000 lph, Media: Ion exchange resins (ion exchange / thermax or equivalent)/ High Definition Carbon/ Ion Remover, Regeneration: Automatic, Multiport valve: Timer based with 3 cycle backwash/regeneration sequence, Pressure gauge and settings: 1 set
- d. MEMBRANE ELEMENTS– Sufficient quantity and arrays to satisfy the output condition of 500 LPH at 50-75% rejection for the given water quality.
- e. Anti scalent dosing system: Capacity: 3 lph, MOC: PP, Dosing tank: 50 ltrs, Level switch and fittings – 1 set.
- f. UV Lamp with SS 304 Housing with quartz reflectors. Flow rate 500 LPH
- g. The vessel size shall be at least 13” X 54”

II. WATER STORAGE TANK

- a. Raw water storage tank sintex or equivalent capacity 1000 Litres.
- b. Softened water tank sintex or equivalent, capacity 500 Litres.
- c. RO Water storage tank should be stainless steel SS304 Grade – 500 Litres.

III. PUMP.

- a. Raw water pump – 1 HP (1+1) – Crompton / Grundfos or equivalent.
- b. Softened water booster pump – 1 HP (1+1) – Crompton / Grundfos or equivalent.
- c. SS RO Distribution Pump – 1 HP (1+1) – Crompton / Grundfos or equivalent.

IV. OTHERS

- a. Should have 1 Micron pre-filter, 20 inch height and 4” diameter.
- b. Should have automatic inlet shut-off valve
- c. Should have Permeate and Concentrate flow meters.
- d. Should have Digital display of critical parameters through range of sensors.
- e. Should have User friendly RO controller and ensure automatic trouble free operations.
- f. RO controller should have automatic and manual mode.
- g. Should have automated pre treatment for RO.
- h. Should have Salt rejection around 96 – 98%.

- i. RO recovery range shall be 50-75%
- j. Permeate Rate : 500 LPH, Concentrate Rate : 500-600 LPH
- k. Should have P.E flexible tubing used to collect permeate into RO tank.
- l. Should have Thermal motor protection.
- m. Should have Pre-filter, post filter, primary and final pressure gauges.
- n. Should have Flow control canter including concentrate and recycle valves.
- o. Should have Auto flush valve in reject line.
- p. Should have Low inlet pressure switch before HPP
- q. 3 way Solenoid valve in feed before HPP
- r. Inlet shutoff solenoid valve in smaller system 250 to 1000lph.
- s. Glycerin filled SS pressure gauges at feed / high pressure / reject lines.
- t. Panel mounted Rotameter in reject / re-circulate and permeate lines.
- u. Ball check valve in recirculation line, Spring check valve in permeate line & Conductivity meter in permeate line & Globe / needle valves in re-circulate and reject lines.
- v. Should have 5 micron cartridge filters big blue in feed line.
- w. Should have Digital conductivity meter with programmable relay
- x. Should have Alarms for Low Inlet pressure & Motor starter overload.
- y. Frame shall be made of stainless steel – 304 grade
- z. Membrane housing shall be made of stainless steel 304 grade or FRP.
- aa. Inlet plumbing shall be Sch 80 PVC.
- bb. High pressure plumbing shall be CPVC.
- cc. Permeate / concentrate tubing shall be Polyethylene / NSF approved wet parts.
- dd. CPVC Piping with SS push pull connectors.
- ee. Should operate on mains 220-240Vac, 50 Hz single phase power supply.
- ff. All wetted parts should be INERT, SS or compatible to Hemo dialysis procedure.
- gg. Control enclosures should be NEMA 1 & Motor starters should be NEMA 4 X
- hh. The outlet of the RO system must conform to AAMI standards both in terms of chemical contamination and bacterial contamination. The endotoxin limit for the RO water is 1 Eu/ml and the limit of bacterial growth shall be not more than 200 CFU/ml. The Certificate / test report shall be obtained after installation and shall be produced along with invoice for payment.
- ii. Should supply Test kit for checking hardness of water / portable TDS Meter.
- jj. Replacement of all necessary filters including 1 micron & 5 micron, Replacement of Sand / Pebbles / Carbon, resins, UV Lamps, Anti scalent chemical, and Acetic acid cleaning whenever requires should be done free of cost during the warranty period and also in the CMC period.
- kk. RO Membrane shall be replaced at free of cost during the warranty period whenever required. The replacement charge for RO Membrane replacement during CMC period shall be included in the CAMC rates.
- ll. Should conform to ISO quality standards.
- mm. Three Years Warranty include all Spares.

3. DIALYSIS REPROCESSOR

DIALYZERREPROCESSOR		
Versionno.:		01
Date:		September2023
Done by:(name. Institution)		HCT/NHSRC
GMDN name		
GMDN code(s)		
1.USE		
1.1	Clinical purpose	Dialyzer preprocessor is a system which cleans the dialyzer for reuse on the same patient after completion Of one dialysis cycle.
1.2	Used by clinical department/ward	Dialysis Unit
2.TECHNICALCHARACTERISTICS		
2.1	Technical characteristics (specific to this type of device)	- Fully automatic reprocessing and disinfecting cycles. - Should be able to clean both high flux and low flux dialyzers and hemodialysis filters. - Should be safe for cellulose based and synthetic membranes. - Should be compatible with sterilant available in open market. - High standardization in cleaning, fiber bundle volume measuring, leak testing and chemical disinfecting - Should have LCD Screen and menu guided operations. - Water requirements - flow 3 litres/ minute and pressure 35-50 psi. - It should have regulators and pressure gauges to monitor pressures. - Safety Alarms, Audible &Visible Alarms.
2.2	User's interface	Manual
2.3	Software and/or standard of communication (wherever required)	NA
3.PHYSICALCHARACTERISTICS		
3.1	Dimensions(metric)	NA
3.2	Weight(lbs,kg)	NA
3.3	Noise(ind BA)	NA
3.4	Heat dissipation	NA
3.5	Mobility, portability	Fixed
4.ENERGYSOURCE		
4.1	Power requirements	220+/-10%V,50/60Hz
4.2	Battery operated	Yes, with battery backup

4.3	Protection	NA
4.4	Power consumption	NA
5.ACCESSORIES,SPAREPARTS,CONSUMABLES		
5.1	Accessories, (mandatory, standard, optional); Spare parts (main ones); Consumables/reagents (open, closed system)	NA
6.ENVIRONMENTALANDDEPARTMENTALCONSIDERATIONS		
6.1	Atmosphere/Ambience (air conditioning, humidity, dust ...)	Capable of operating continuously in ambient temperature of -10 to 60 deg C and relative humidity of up to 90% in ideal circumstances.
6.2	User's care, Cleaning, Disinfection & Sterility issues	To be specified by manufacturer.
7.STANDARDSANDSAFETY		
7.1	Certificates (pre-market, sanitary,); Performance and safety standards (specific to the device type); Local and/or International	1. Should comply with USFDA/CE/BIS Standards. 2. Should be CDSCO/SLA approved, as applicable
8.TRAININGANDINSTALLATION		
8.1	Pre-installation requirements: nature, values, quality, tolerance	To be specified by manufacturer and compatible electrical accessories as per Indian standard set-up.
8.2	Requirements for sign- off	Supplier to perform safety and operation checks before hand over.
8.3	Training of staff (medical, paramedical, technicians)	Training of users in operation and basic maintenance shall be provided.
9.WARRANTYANDMAINTENANCE		
9.1	Warranty	• 03 year • Preventive Maintenance visits at least once in each quarter
10.DOCUMENTATION		
10.1	Operating manuals, set manuals, other manuals	Should provide 2 sets (hard copy and soft copy) of: User manuals should be supplied in English/Hindi language along with machine diagrams.
10.2	Other accompanying documents	NA
11. Notes		

11.1	Service Support Contact details (Hierarchy Wise; including a toll free/landline number)	Contact details of manufacturer and supplier should be provided.
11.2	Recommendations or warnings	Any warning sign should be displayed adequately.

4. Equipment: Medical Gas Pipe Line System

Should comply with the recommendations made in HTM02-01 wherever stipulated in the detailed technical specifications. The quantity mentioned is per hospital, and the same applies to each hospital.

The Warranty period should be One Years include all spares.

OXYGEN SYSTEM	
1	Oxygen Manifold-2x10
1.1	10 + 10 Size Oxygen Manifold should be configured with 2 x 10 nos. of class J (bulk D type) Cylinders and should be suitable to withstand working pressure of 145 Kg/cm ² , along with 20 nos. of high-pressure copper annealed tail pipes with end brass adapter suitable for oxygen cylinders and manifold. Brass NRV blocks 20 nos.
1.2	Top frame should comprise of high pressure copper pipes of size 1/2" ID x 15 swg with high pressure brass fittings made of high tensile brass and connections through non- return valves; high pressure copper tail pipes, made of high pressure copper pipe of size 1/4" ID x 15 swg. Middle frame with cylinder holding chains should be provided to hold cylinders safely. The manifold must be tested (hydraulically) at 3500 psig and necessary test certificates should accompany along with the supply. Only Non-halogenated polymer materials are to be used in the Non return valves supplied along with manifold.
1.3	The central gas bank shall comprise two banks of gas cylinders main and reserve, connected to a manifold. Both main and reserve banks shall be connected to the system; in such a way that only one bank will supply the system at any one time.
1.4	The manifold system should conform to IS 12827 standard
1.5	Cylinder manifolds should be modular, systems. The components and the accessories should allow an extension even after Installation of the cylinder manifolds to meet the Specific requirements.
1.6	Should have facility for providing oxygen either via cylinder manifolds, liquid gas tanks or from Oxygen generators.
2.	FULLY AUTOMATIC CONTROL PANEL-OXYGEN
2.1	Fully automatic control panel with flow capacity of minimum 1350 LPM for regulating and controlling the central supply with medical gases from cylinder manifolds and liquid gas tanks in hospitals.
2.2	The Gas change-over to the respective other side must occur fully automatic, once

	the active side of the cylinder manifold runs empty
2.3	For the change-over between the two active cylinder manifolds, the control panel should have a pneumatic/electrical controlled reversing valve and It will continue to function even there will be a failure in the electricity supply
2.4	The control unit, integrated into the control panel should monitor all pressures of the active and passive gas sources, which are necessary for the safe and uninterrupted system operation.
2.5	In addition to the shuttle valve, the cabinet contains the line pressure regulators, the line pressure gauge, indicators, as et of by-pass valves for manual operation in case of malfunction and an electronic control board.
2.6	If a pressure parameter deviates significantly from there spective nominal pressure, an alarm system which is integrated into the control panel is activated immediately and send an audible and visual message, to ensure that disturbances in the system are recognized.
2.7	An alarm panel with pilot lamps indicating the “in use”, ”half empty” and “ empty” banks, high/low line supply pressure, test and mute buzzer switch button.
2.8	Control panel should provide following displays. display of system pressure. Display of currently active source Range calculation for the active source
3	OxygenEmergencyReserveManifold-2X2Manifold.
3.1	Shouldinclude2cylindermanifoldbankaseithersidecomplete with 4 nos. pig tail pipes and 6 nos. non return valves.
3.2	Top frame should comprise of high pressure copper pipes of size 1/2” ID x15 swg with high pressure brass fittings made of high tensile brass and connections through non- return valves; high pressure copper tail pipes, made of high pressure copper pipe of size 1/4” ID x 15 swg. The manifold must be tested (hydraulically) at 3500 psig and necessary test certificates should accompany along with the supply. Only Non-halogenated polymer materials are to be used in the Non return valves supplied along with manifold.
3.3	The emergency reserve manifold shall provide an uninterrupted supply of medical oxygen from equally sized high pressure cylinder banks viaa suitable arrangement of pressure regulators, providing a constant downstream nominal pipeline gauge pressure of 400 kPa.
3.4	Cylinder bank shall be fitted with an isolation valve to enable continuity of supply in the vent of primary supply failure.
3.5	The manifold control panel shall provide a minimum flowof500 l/min to the nominal 400 kPa medical oxygen pipeline system.
3.6	There shall be two separate stages of pressure regulation to enable high peak flowrates without are duct ion in line pressure.
3.7	All pressure regulators shall be protected from over- pressure is action by relief

	valves that are vented to atmosphere.
3.8	The line pressure relief valve shall be provided with easing gear.
3.9	A non-return valve shall be provided within a line pressure manifold block and shall provide gas tight isolation in the event of any upstream component failure. The non-return valve shall automatically bring the emergency reserve manifold into service when the primary supply fails.
3.10	The emergency reserve manifold shall be provided with an isolation valve to enable positive tamperproof isolation for maintenance.
3.11	The manifold system should conform to IS:12827 standard.
3.12	Cost of Adding additional single cylinder Manifold(not taken for evaluation)
NITROUS OXIDE SYSTEM	
4	Nitrous Oxide Manifold-2x2.
4.1	2+2 Size Nitrous oxide Manifold should be configured with 2x 2 nos. should be suitable to withstand working pressure of 145 Kg/cm ² , along with 6 nos. of high-pressure copper annealed tail pipes with end brass adapter suitable for Nitrous oxide cylinders and manifold.
4.2	Top frame should comprise of high pressure copper pipes of size 5/8" ID x 7/8" OD or 1/2" ID x 15 swg with high pressure brass fittings made of high tensile brass and connections through non- return valves; high pressure copper tail pipes, made of high pressure copper pipe of size 3/16" ID x 3/8" OD or 1/2" ID x 15 swg. The manifold should be hydraulically tested to 3500 psig.
4.3	The manifold should be so designed that it should suit easy cylinder changing and positioning. The system should have non- return valves for easy changing of cylinders without closing the bank. The cylinder should be placed with the help of cylinder brackets and fixing chains which shall be zinc plated.
5	FULLY AUTOMATIC CONTROL PANEL – NITROUS OXIDE
5.1	Fully automatic control panel with flow capacity of minimum 1000 LPM for regulating and controlling the central supply with medical gases from cylinder manifolds.
5.2	The Gas change-over to the respective other side must occur fully automatic ,once the active side of the cylinder manifold runs empty
5.3	For the change-over between the two active cylinder manifolds, the control panel should have a pneumatic /electrical-controlled reversing valve and it will continue to function even there will be a failure in the electricity supply.
5.4	The control unit ,integrated into the control panel should monitor all pressures of the active and passive gas sources, which are necessary for the safe and uninterrupted system operation.
5.5	In addition to the shuttle valve, the cabinet contains the line pressure regulators, the line pressure gauge, indicators, a set of by-pass valves for manual operation in case of malfunction and an electronic control board.
5.6	If a pressure parameter deviates significantly from the respective nominal pressure, an alarm system which is integrated into the control panel is activated immediately and send an audible and visual message, to ensure that disturbances in the system are recognized.

5.7	An alarm panel with pilot lamps indicating the “in use”, ”half empty” and “ empty” banks, high/low line supply pressure, test and mute buzzer switch button.
5.8	It should have the facility for recording of all alarm messages including the date of occurrence for each message.
5.9	Control panel should provide following displays. display of system pressure. Display of currently active source Range calculation for the active source
7	Nitrous Oxide Emergency Reserve Manifold–Single Cylinder
7.1	Should include 1 cylinder manifold complete with 1 no. pigtail pipes and 1 no. non return valves.
7.2	Top frame should comprise of high pressure copper pipes of size 5/8” ID x 7/8” OD or ½” ID x 15 swg with high pressure brass fittings made of high tensile brass and connections through non- return valves; high pressure copper tail pipes, made of high pressure copper pipe of size 3/16” ID x 3/8” OD or ½” ID x 15 swg. The manifold should be hydraulically tested to 3500 psig.
7.3	The emergency reserve manifold shall provide an uninterrupted supply of medical Nitrous oxide from equally sized high pressure cylinder banks via a suitable arrangement of pressure regulators, providing a constant downstream nominal pipeline gauge pressure of 400 kPa.
7.4	Cylinder bank shall be fitted with an isolation valve to enable continuity of supply in the event of primary supply failure.
7.5	The manifold control panel shall provide a minimum flow of 500 l/min to the nominal 400 kPa medical oxygen pipeline system.
7.6	There shall be two separate stages of pressure regulation to enable high peak flow rates without a reduction in line pressure.
7.7	All pressure regulators shall be protected from over- pressure by action by relief valves that are vented to atmosphere.
7.8	The line pressure relief valve shall be provided with easing gear.
7.9	A non-return valve shall be provided within a line pressure manifold block and shall provide gas tight isolation in the event of any upstream component failure. The non-return valve shall automatically bring the emergency reserve manifold into service when the primary supply fails.
7.10	The emergency reserve manifold shall be provided with an isolation valve to enable positive tamperproof isolation for maintenance.
7.11	The manifold system should conform to IS:12827 standard.
8. MEDICAL AIR PLANT SYSTEM	
8	General
8.1	Should supply, install and commission the compressed air plant (for medical air duplex type). receivers, filters and dryers, regulators, drain taps and relief valves.
8.2	The installed system shall have oil free, non-lubricated, dust free. Generating pressure of medical air (7 & 4 bar). Isolating valves shall be fitted wherever appropriate to enable maintenance of duplex units and without completely shutting

	down of plant. Safety relief valves shall be fitted at suitable positions to protect plant from damage; and shall vent to a safe place
9	Air Compressor Pumps
9.1	The Duplex medical air system package shall include two 10 HP oil-free reciprocating, air cooled, air compressors, each having capacity above 1000 LPM (Free Air Delivery). with common 1000 liters receiver tank along with filter, non-return Valve, isolation valves, dual desiccant air dryer, dual pressure reducing station, etc. Suitable for both continuous and frequent start/stop operation.

9.2	The medical air compressor shall operate in a “Duty” and “standby mode”, with each compressor being able to be selected to carry out either role. Each compressor shall be capable of supplying the system design flow rate on its own. An inlet filter shall be fitted to the inlet of each compressor. The contractor shall take all suitable precautions to prevent vibration being transmitted from compressor/motor units to the building structure. Suitable anti vibration mountings shall be provided. Should have individual to each compressor motor starters, ammeter and an hour run meter. Should be supplied with control panel to work with power frogman MCB. Should have an auto on/ off pressure switch. Should have equal wear and tear mode. Should have equal wear and tear mode operation
10	Air Receiver
10.1	Air receiver shall be fitted with a zero loss electronic drain valve. Float type drain valves are not acceptable. The receiver assembly shall be fitted with a pressure safety valve capable of passing the maximum flow output of the compressor at 10% receiver overpressure. The receiver shall be further protected by a safety pressure relief valve and include a pressure gauge. Should have phases quencher lays that prevent an intentional reverse operation of the compressors. Receiver capacity should not be less than 1000 litre (Approx), operating pressure 10 bar.
11	Filtration/Dryer System-
11.1	5 stage air filtration unit with filters (Duplex system). And capable of isolating each unit for maintenance purpose.
11.2	The dryers (Duplex system) shall be the double absorber ‘heatless’ type, fully automatic and use activated alumina desiccant. Re-activation shall be on a time cycle using bleed off purge air from the in-service dryer assembly. Dust filters & bacteria filter shall be fitted after the dryer to ensure air quality Two separate systems each having two towers minimum 50 cfm each
12	Pressure Control
12.1	The compressor shall be supplied with regulator arrangements to with moisture separator, regulate the pressure to: 4 bar +/- 0.12 medical air. (Duplex). Provision should be made to isolate each regulator separately.
12.2	The compressor shall be supplied with regulator arrangements to with moisture separator, regulate the pressure to: 7 bar +/- 0.12 medical air. (Duplex). Provision should be made to isolate each regulator separately.

VACUUM PLANT	
13	General
13.1	Shall supply, install and commission the vacuum plant and associated equipment. This shall include a packaged duplex pump and reservoir(s) system complete with all necessary controls, drainage traps, filters and individual exhaust lines.
13.2	The medical vacuum pipeline system should be designed to maintain a vacuum of at least 300 mm Hg (40 kPa) at each terminal unit during the system design flow tests. The filtration System shall be duplexed such that each filter can be isolated for replacement of the filter cartridge.
14	Vacuum Pump Units
14.1	The pump installations shall be duplex system consisting of two 10 HP Dry type vacuum pump each of which shall be capable of independently producing designed systems flow rate. Each pump should have capacity of minimum 130 cfm. Pump should be capable of providing a vacuum of not less than 650 mm Hg (87 kPa). The pumps should be fixed with duplex bacteria filter sodium flame tested. Each vacuum pump shall have an oil separate or to ensure a virtually oil-free exhaust. Should have individual to each compressor motor starters, ammeter and an hour run meter. Should be supplied with control panel to work with power from an MCB. The pump should have automatic operation with equal wear and tear mode
15	Reservoir Vacuum
15.1	The reservoir shall be provided with a manual drain valve. Reservoir capacity should not be less than 1000 liters. There should be vacuum gauge. The reservoir should be internally galvanized.
16	Bacteria Filters
16.1	A filter shall be fitted between each pump and the reservoir, which shall have replaceable elements and each shall be capable of passing the total design flow. The filters shall be arranged such that one filter can be taken out for servicing without interrupting or restricting the vacuum service as a whole. Should provide bacteria filters for patient safety.
17	Vacuum Pump Exhaust
17.1	The exhaust gas shall be discharged outdoors above the roof level of the plant room, and not in the building in the immediate vicinity, windows and air intakes in order to ensure that the discharge does not constitute a health hazard. Each pump shall have its own exhaust line and each shall be fitted with suitable drain valves and transparent jars at the lowest points. The outlets shall be suitably protected to prevent the ingress of rain, and wind pressure. A weather proof notice shall be provided at the Discharge points which states: "Medical Vacuum Discharge Point– DO NOT TOUCH STRUCT." The exhaust system shall be designed so that the back pressure does not exceed 80 mm Hg (1.0 psi) at the design flow rate. A length of flexible pipe

	work shall be included before the exhaust passes through a wall in order to isolate the building structure from pump vibration. Anti-vibration mountings shall be used for the pumps.
18.OxygenflowmeterwithHumidifier Bottle	
18.1	Back Pressure Compensated flowmeter should be of accurate gas flow Measurement with following feature.
18.2	Controlwithinarangeof0–15LPM.(calibrationwithin $\pm 10\%$)
18.3	It should meet strict precision and durability standard.
18.4	The flowmeter body should be made of brass chrome plated materials.
18.5	The flow tube and shroud components should be made of clear, impact resistant polycarbonate.
18.6	Theflowtubeshouldhavelargeandexpanded0-5lpmrange for improved readability at low flows.
18.7	Inlet filters of stain less steel wire mesh top revent entry of foreign particles.
18.8	The humidifier bottle should be made of unbreakable polycarbonatematerialandautoclavableat1210/1340 Centigrade temperature
18.9	Should be supplied with suitable connector probe to match with Oxygen outlets.
19.Vacuum regulator with Suction bottle(ward)	
19.1	Should be of light weight and compact.
19.2	Should have a regulator with 0–760mm gauge.
19.3	Should have a 600 ml. reusable collection jar, made of unbreakable polycarbonate/poly sulfone material and fully auto cleavable at 1210/ 1340 Centigrade temperature.
19.4	Should have wall bracket for mounting the jar assembly on the wall.
19.5	The vacuum regulator with instant ON / OFF switch should be infinitely adjust able and with vacuum gauge which will indicate suction supplied by the regulator. Safety trap must be provided inside the jar to safeguard the regulator from over flowing.
19.6	Should be supplied with suitable connector probe to match with Vacuum outlets.
19.7	Should be provided with secretion trap and bacteria filters
20.Theater vacuum units	
20.1	Theunitshouldconsistoftworeusable2000mlshatterresistant bottle, each made of polycarbonate material and fully autoclavable at 121o Centigrade
20.2	A vacuum regulator with instant ON/OFF switch and a three way selector switch with facility to operate either left, right or both
20.3	All the above items should be mounted on at rolley having free moving castor wheels.
20.4	Should be supplied with suitable connector probe to match with Vacuum outlets.
21.Gas/Vacuum Outlets	
21.1	Front loading type terminal outlets should be designed to dispense medical gases (or an inlet for medical vacuum) to the secondary equipment (flow meters, Surgical Tools, Suction regulators ,etc.)at the point of use and it should be gas specific So that secondary devices cannot be“ attached” to the wrong gas.

21.2	When not in use, the gas should be in a non-flowing state within the Outlet (Terminal unit) sealed by “O” ring. The adapter when inserted pushes the poppet inside and the gas starts flowing and sealing is ensured by the “O” ring or a seat.
21.3	The outlets should Quick Connect Type and gas specificity is accomplished by "Diametric indexing." / Geometric indexing / BS / DIN / NFPA.
21.4	Should have Push to insert and press-to-release mechanism for probes.
21.5	Allows plugging of probes from front.
21.6	Parking Type probe/connector/(wherever applicable).
21.7	Self-sealing valve on disengaging the probe(Quick disconnect)
21.8	Smooth quite action
21.9	Non return valve for online servicing/repairing
21.10	Indexed to eliminate inter -change ability of gas services
21.11	Color-coded gas specific front plate
21.12	Flow rate exceeds the requirements of ISO9170– 1.
21.13	Totally leak proof, safe & easy to operate
21.14	Configurations possible: surface, flush & Bead-head.
21.15	Body shall be of one piece brass construction.
22. Copper Pipes	
22.1	The copper pipes shall be manufactured from phosphorous de- oxidized non-arsenical copper of grade CW024A (Cu-DHP), manufactured EN 13348:2008 to metric outside diameters and having mechanical properties, pipes shall be of R250 (half hard) temper. Pipes shall be degreased suitable for oxygen use and cleanliness is to be maintained by filling each pipe with dry, clean, oil and oxygen free nitrogen fitting suitable end caps and protectively wrapping. Solid drawn, seamless, de oxidized, non- arsenical, half hard, tempered and degreased copper tubes manufactured to metric outside diameters and should have mechanical properties in accordance with HTM02-01 and conforming to EN13348:2008.
22.2	All indigenous copper pipes should be in specter and certified by Third Party Inspecting Agency Lloyds' Register Services before dispatch and the pipes should be delivered capped at both ends. Imported Copper pipe should have equivalent certification. The pipes should also be accompanied with manufacturer's test certificate for the physical and chemical composition. Copper Fittings should be as per HTM02-01. All plastic saddles should have brass screws. The pipe sizes to be used are from among as under: 54mm OD x 1.2 mm thick – 200 Meter 42mm OD x 1.2 mm thick – 500 Meter 35mm OD x 1.2mm thick – 600 Meter 28mm OD x 0.9 mm thick – 1500 Meter 22mm OD x 0.9 mm thick – 2570 Meter 15mm OD x 0.9mm thick – 500 Meter 12mm OD x 0.7mm thick – 405 Meter
22.3	Rates of above mentioned copper pipes should be mentioned in the price bids that

	variable quantity can be calculated and paid accordingly. Valves and lines additional sizes if required maybe quoted as optional.
22.4	Medical Gas Pipe line Fittings shall be end feed type, Manufactured from the same grade of copper as the pipes and be in accordance with the requirements of BS EN 1254-1:1998 Part
	1. The manufacturing company should comply with BS EN ISO 9001:2000. Fittings should be factory degreased suitable for oxygen use. Fittings should be certified for medical use and accompany with oil analysis certificate and conform to certificate indicating suitability for medical use. Copper fittings shall be made of copper and suitable for as test working Pressure of 17 bar and especially made for brazed socket type connections.
VALVES-LINE VALVES	
23.1	Line Valves shall be provided for use in plant rooms and to facilitate the isolation of areas or areas where area zone valve are unnecessary. These shall be of the ball valve type and shall be constructed of a nickel plated brass body, PTFE seats and brass chrome plated ball. The valve shall be operated by a manual operating lever by 90° turn. All medical gas line ball valves shall provide a full bore flow and shall be cleaned for oxygen service and fully tested. The valve assembly shall terminate in copper stub pipes to enable brazing directly into the distribution system using the flux less brazing technique. Line valves shall be located in readily accessible areas of ducts and shafts, however care should be taken to ensure safety to prevent danger from leakage. Line valve installation should be carried out as per HTM 02-01 standards. Valve Size are indicated 12mm Ball Valve 15mm Ball Valve 22mm Ball Valve 28mm Ball Valve 35mm Ball Valve 42mm Ball Valve 54mm Ball Valve
AREA VALVE SERVICE UNITS(AVSU)-	
24.1	The Area Valve Service Unit(AVSU) shall provide are a isolation facility for use either in an emergency or for maintenance purposes. The area valve service unit shall be labeled to identify the Medical gas service
24.2	The assembly shall be housed in a valve box which shall be capable of both surface or concealed mounting incorporate a hinged lid which opens through 180 degree, to provide maximum access. The hinged door shall be fitted with a glass panel to enable a visual check on the line valve selected position and for access in an emergency.

24.3	Area or Zone identification facilities shall be provided. The hinged door shall normally be locked closed and area zone valves Installed adjacent to each other shall be operated by different key lock combinations.
24.4	Area/Zone service units shall be fitted in readily accessible locations adjacent to the area which they serve and shall be clearly labeled to indicate function, valve position and area.
24.5	Scope: The tenderer of Medical gas shall supply, install, test and commission all safety required for the medical gas system safety relief valves as specified in HTM 02-01/ NFPA standards. b. The tenderer of Medical Gas supply shall install test and commission all area valve and service unit AVS Unit the hospital as per requirement as specified in HTM 02-01, to all necessary equipment, pipe work fittings, boxes, accessories, connectors pressure gauges, switches including the zone pressure alarm panel and all related electrical works to have complete and full operational AVSU unit. c. The tenderer of Medical Gas shall supply, install, test and commission all required valves, check valves for the medical gases and vacuum system.
24.6	Rate to be offered for 2,3 and 4 gas units
25. Area Line Pressure Medical Gas Alarm- Digital	
25.1	Four channel microprocessor controlled alarm for pneumatic & vacuum services.
25.2	7 inch or 5 inch Colour LCD/LED touch display of line pressure for all the services with factory calibrated pressure transducers.
25.3	Color coded display of line pressure status and programmable
25.4	Audible Alarm for High & Low pressure condition with audible and visual indications.
25.5	Test and Alarm Acknowledge (Mute) facility. (Alarm knowledge (mute) time span is programmable from 1 to 60 minutes). Protected programming facility of alarm limits.

25.6	The electronic circuitry should be such that if the pressure / vacuum in the gas pipeline drops below the present limit, the equipment should give an audio-visual alarm. Visual alarms Should remain active even after pressing of “Mute” button. It should come to normal condition only when gas pressure / vacuum return to normal level.
25.7	Small and compact design with memory of alarm events for minimum 24 hours.
25.8	Mounted one powder coated MS box.
25.9	Nut & Nipples should be provided for connection with Pneumatic supply line.
25.10	Low voltage internal operation for safety with input power supply of 230V,50HzAC.
25.11	Wall mounting facility.
25.12	Facility to connect to remote alarm display. Upgradable for networking
25.13	Rate to be offered for 2,3 and 4 gas units
25.14	Rate for Area Line Pressure Medical Gas Alarm with networking facility wire/wireless including all cabling work and mobile alert facility shall be offered in the BOQ which will not be taken for evaluation.
26.Horizontal/vertical Bed Head Panel	
26.1	Minimum length 1.5 metres
26.2	It should be made of High Strength Anodized Aluminum Profiles with integrated rail system for mounting accessories.
26.3	Should be powder coated (color as per user choice). Should provide back side cover
26.4	The panel should be designed to have provision to accommodate the following:

	Supplying and fixing following modular switch/ socket on the existing modular plate& switch box including connections but excluding modular plate etc. as required (for one bed head panel). The rate of BHU shall include the following. 5 A socket – 4 nos 5/15A socket–2nos Switch 5 A – 2 nos Switch 15A – 1 no RJ45 Data outlet–1no Telephone socket–1no Rate for internal wiring of bed head panel shall be included. Supplying and fixing following Modular base & cover plate on existing modular metal boxes etc. as required. a. 6 Module 4 No's b. 1 or 2 Module 2 No's Gas Outlets–Provision for Two Oxygen, 2 Vacuum and One air Syringe Infusion pump mounting pole with adapters for mounting at least two pumps Monitors and should be provided as per the following specification and the rate shall be quoted separately. a. Monitor stand-extruded Aluminum, powder coated. b. Load bearing capacity 20kgs approximately. c. Should have provision to store ECG cables, SPO2 probes, NIBP Cuffs and other accessories of monitor.
26.5	Segregation of services i.e low voltage supplies, high voltage supplies and medical gases should be maintained throughout.
27. Ceiling Pendants	
27.1	Pendent Systems should have the facility to provide convenient positioning of medical equipment, medical gas terminal units, electrical and specialty services in operation theatre.

27.2	The support arms should be extremely robust and revolve on high quality bearings, so that the pendant head glides smoothly and quickly to any desired position.
27.3	High quality bearings shall be used to provide smooth and free movement, minimizing the force required to overcome static friction forces during repositioning. Bearings shall be permanently lubricated and sealed, with no maintenance or replacement necessary
27.4	Pendant arms other than the cantilever lift arm shall be manufactured from extruded aluminum sections and available in various lengths. External surfaces of all arms shall be polyester powdercoated in a RAL9002 finish. Tandem pendants for critical care areas shall be designed so that the consoles can readily swap sides within the bed bay to maximize the flexibility of the workspace.
27.5	Non-return valves shall be fitted down stream of the connection to the medical / surgical air pipeline to prevent back-flow in the event of low distribution system pressure.
27.6	Each arm should be capable of 330 – 340 degrees of rotation and be fitted with stops which can be easily adjusted to suit the desired mode of operation.
27.7	Infinitely variable rotational stops should be available from 0-330 degree which shall enable precise limits of travel to be set to ensure maximum freedom of movement, whilst protecting walls and ancillary equipment.
27.8	The rotational stops shall be dampened such that when limit of travel is reached, sensitive suspended equipment is not subjected to shock or vibration as the kinetic energy is absorbed.
27.9	The arms may be fitted with pneumatic brakes or Electromechanically breaks to prevent inadvertent movement.
27.10	It should be possible to replace all medical gas hoses without the need for onsite crimping of ferrules. All medical gas hoses shall be colour coded to as per standard.
27.11	The Pendant Service Heads / Column should be capable of accepting arrangement of shelves, drawers and infusion poles or other accessories. The Pendant Heads / column should support the range of Physiological Monitor Mounting Solutions.

27.12	Service head should designed to host, Base, Gas Module, Electric Module and shelves.
27.13	The Pendant Service Heads / column should be supplied with medical gas terminal units. The medical gas outlets fully comply with ISO 7396-1 and DIN 13260-2 standards. Medical gas hoses fully comply with the standard BS EN 739 and are provided with NIST connectors to this standard.
27.14	Each anaesthesia pendant should be double arm having multi movement with load carrying capacity of minimum 150kg having following facilities
27.15	Double movable Arm with total coverage of minimum 1800mm and 330 degree.
27.16	The Pendant Service Head/column should be modular with minimum 1200 mm head.
27.17	Gas outlets: O ₂ –2nos, N ₂ O–2no, Air (4 Bar)–2no, Vac–2 nos, Air (7 Bar-1no), AGSS Venturi type outlet (passive)
27.18	Medical rail with brake buttons fitted.-1No.
27.19	Shelf with Drawer–1no.
27.20	Infusion set –1no.
27.21	Electrical Sockets –10nos. 6/16Amp.
27.22	Pendants should comply with applicable standard.
27.23	Basic requirement of the medical device directive (MDD 93/42/EEC)(b) IEC 60601-1-2/medical electrical devices
27.24	The terminal units must be according to ISO 7396-1 and DIN 13260-2 standards.
27.25	Medical gas hoses shall be compliant to ISO 5359:2009 colour coded throughout its length.
27.26	In all the pendants the electrical sockets, data socket and the wiring shall be done by the bidder.
28.	MATCHING PROBES FOR GAS TERMINAL UNITS –O ₂ , Mair, N ₂ O, and Vac rates shall be included in the cost of outlets
28.1	The probe should comply with BS 5682:1998 for gases & Vacuum.

28.2	Matching probes with one end suitable for hose/flowmeter and other end suitable for Imported & Indigenous Medical Gas terminal units which complies and fully meets with the latest standard HTM02-01 and C11
29.INSTALLATION&TESTING	
29.1	Installation of piping shall be carried out with utmost cleanliness. Only pipes, fittings and valves, which have been degreased and brought in polythene sealed bags, shall be used at site. Pipe fixing clamps shall be of non-ferrous or non-deteriorating plastic suitable for the diameter of the pipe.
29.2	Where pipes are cut on site, the wheel cutter should be used (avoid using hack sawblade)and should be cuts quareandde- burred, re-rounded and cleaned off before use.
29.3	All pipe joints shall be made using flux less brazing method. Heat/Flame Source: Brazing shall be carried out using Oxy-acetylene/Diluted Acetylene flame source capable of achieving brazing temperatures of above 600 degrees and below the melting point of the base metal. Liquid Petroleum Gas (LPG) should not be used for brazing of copper pipes. Copper to Copper Brazing – should be made using a silver- copper-phosphorousbrazing alloyCP104(5%SilverBrazing Filler metals Rod) to BS EN 1044-1999, no flux to be used. Copper to Brass Brazing – should be carried out using AG 203 (43% Brazing Filler metal Rod) to EN 1044 with an appropriate flux. Brazing of Copper to brass should not be carried onsite and the flux residue should be chemically removed and if necessary the complete assembly is cleaned and degreased for oxygen service. Oxygen Free Nitrogen (Inert Gas Shield) Purging – Brazing should be carried out using Oxygen free Nitrogen as an internal inert gas shield top revent the formation of oxides on the inside of the pipes and fittings. Oxygen free nitrogen should be supplied to the inside of the pre-assembled, un-brazed pipe work while Brazing through a pressure regulator and flow controller of flow

	regulating device. This method leaves a bright, clean bore. A slight burnishing may occur in some cases; however purging is still required to remove internal shield gas and the other particulate matter not associated with Brazing operation. Nitrogen purging is not required for AGS disposal systems. Capping–Sections of pipe line should be capped as soon as they are completed so as to prevent the ingress of debris.
29.4	Adequate supports shall be provided while laying pipelines to ensure that the pipes do not sag. The spacing of supports shall not exceed 1.5 meter for any size of pipe. Suitable sleeves shall be provided wherever pipes cross through walls / slabs. All pipe clamps shall be non-reactive to copper.
29.5	After erection, the pipes should be flushed with dry nitrogen gas and then pressure tested with dry nitrogen / Medical Air at a pressure equal to twice the working pressure for a period of not less than 24 hours. All leaks and joints revealed during testing should be rectified and re-tested till the pressure in pipes stands for at least 24 hours.
29.6	Installation, Testing and Commissioning of Medical gas pipelines should be carried out as per HTM 0201 standards.
29.7	All the piping system should be tested in the presence of authorized representative of the user institute or tender inviting authority.
30.COLOUR CODING	
30.1	All exposed pipes should be painted with two coats of synthetic enamel paint and colour codification should be as per ISO standards. Oxygen Line–White Nitrous oxide – Blue Air Line-Black and White Vacuum Line–Yellow
31. Cylinders	
31.1	Bulk ‘D’ type cylinders for oxygen and nitrous oxide
31.2	Should be supplied with key.

31.3	Cylinder should have ISI mark.
31.4	Cylinder should have explosive safety certificate and should be provided along with each cylinder during installation.
31.5	Gas filled cylinder should be supplied
32	Two laminated copies of“ as fitted“ schematic shall be provided
33	The bidders should have Authorized Person (Medical gas asper HTM) with valid certificate. The Authorized Person shall sign completion certificate and submit to HLL

S. N o.	Descripti on	Bed s	Oxyg en	Va c	Ai r 4 ba r	Ai r 7 ba r	N ₂ O	BH U	Penda nt	O ₂ Humidif ier	Va c Jar	Vac Theat re Unit	AVS U 2G	AVS U 3G	AVS U 4G
1	Ground Floor														
2	Isolation Room	2	2	2	0	0	0	0	0	2	2	0	1	0	0
3	Maternit y Ward	2	2	2	0	0	0	0	0	2	2	0	1	0	0
4	Red Emergen cy	2	4	2	2	0	0	2	0	4	2	0	0	1	0
5	Yellow Emergen cy	2	2	2	0	0	0	0	0	2	2	0	0	0	0
6	Triage	1	1	1	0	0	0	0	0	1	1	0	0	0	0
7	Labour Room	2	2	2	0	0	0	2	0	2	2	0	1	0	0
8	Point of Care	1	1	1	0	0	0	0	0	1	1	0	0	0	0
9	First Floor														
10	Isolation Ward	24	24	24	0	0	0	0	0	24	24	0	2	0	0
11	Dialysis	2	2	2	0	0	0	0	0	2	2	0	1	0	0
12	Second Floor														
13	ICU	10	20	10	10	0	0	10	0	20	10	0	0	1	0

14	HDU	6	12	6	6	0	0	6	0	12	6	0	0	1	0
15	OT	2	4	4	4	2	4	0	2	4	2	2	0	0	2
	Total	56	76	58	22	2	4	20	2	76	56	2	6	3	2

SECTION – VII
FORMS AND DECLARATIONS

1. PERFORMANCE DECLARATION FORM

(To be submitted in official letterhead of the firm, including complete company name, physical address, telephone numbers, and other relevant contact details.)

Details of all works of similar class completed during the last five years ending last day of the
Month of Nov 2026

SN	Name of work with brief description	Work order number with date	Work order amount (Excl. GST)	Gross amount of work completed (Excl. GST)	Actual Date of completion
1					
2					
3					

Note: Copies of Work orders and Completion certificates issued by the Client/Authority concerned shall be submitted as proof of the same. Completion certificates for works issued by private parties shall be supported by TDS certificates.

Signature and seal of the bidder

2. Financial Statement

Name & Address of bidder:

Financial Year	Annual Turnover (In Rs.)
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
UDIN:**

Signature and stamp of the bidder

3. ACCEPTANCE FORM

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

From

To

Deputy Vice President (P&S)

HLL Lifecare Limited

(A Government of India Enterprise), HicareDivision,

HLL Bhavan,#26/4,

Tambaram-Velachery Main Road, Pallikaranai,

Chennai – 600 100, Tamil Nadu, India

Email: hcdcmo@lifecarehll.com

Tender Ref. No:

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (Description of goods and services) in conformity with your above referred document, 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 List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - IV – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB clause 8.5, 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

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

4. COMPLETION PERIOD

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

(Name of the Work) provided by HLL Engineer-in-charge and each site shall be completed within a period of **60Days** from the date of Letter of Intent/Work Order or Site Clearance (whichever is later), irrespective to the no. of sites awarded.

SIGNATURE OF THE BIDDER WITH SEAL

5. REQUISITION FORM FOR E-PAYMENT

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)

SIGNATURE OF THE BIDDER WITH SEAL

6.DECLARATION FORM
(In company letterhead with sign & seal)

We hereby declare and confirm that:

1. We don't not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.
2. If at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit to HLL Lifecare Limited.
3. We have never been blacklisted/banned /de-registered/de-barred by any of the Government authorities for preceding years from the date of issue of this tender document
4. We will abide by all the terms & conditions of the tender document.
5. We certify that we are offering more than 50% items from India for the supplies required under this e-Tender and hence falls under the category of 'Class 1 local supplier' as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time.
6. We hereby confirm that we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India or on sub-contracting to contractors from such countries; I hereby certify that we (bidder) is not from such a country or it from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries, unless such contractor is registered with the Competent Authority. We hereby certify that we (bidder) fulfil all requirements in this regard and is eligible to be considered. Accordingly, we declare that our company is not from those countries sharing borders with India and not restricted UNDER RULE 144 (XI) OF GFR 2017.
7. We confirm having read and understood all the instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SIGNATURE OF THE BIDDER WITH SEAL

**7.CONTRACTORS SUPERINTENDENCE, SUPERVISION, TECHNICAL STAFF &
EMPLOYEES DETAILS**

(In the company letter with sign & seal)

Tender Reference No:

Name of the Bidder:

SN	Minimum Qualification of Technical Representative	Discipline	Minimum Experience (in years)	Number of employees required
1	Graduate Engineer	Bio-Medical	1 or 2 respectively	1

Deployment of Biomedical Technician: We shall deploy one (1) Biomedical Technician exclusively for maintaining the equipment supplied under this contract for a period of one year (3) or three (3) years as applicable, until completion of the warranty period of all the equipment supplied. The minimum qualification of the biomedical technician shall be of B.E / B. Tech / Diploma in Biomedical Engineering with minimum of 1 year experience. Details of the Biomedical Technician shall be furnished within 7days from the date of order with all credentials, and deployment will be completed within 14 days. The appointed Biomedical Technician shall serve as the primary point of contact for HLL and the Hospital authorities and shall be responsible for the supply, installation, commissioning, and maintenance (during warranty period) of the supplied Medical Equipment. The Biomedical technician shall be stationed at site as authorised by HLL.

- 1. Costs and Charges:** All costs and expenses relating to such deployment shall be fully borne by us. We further confirm that no additional charges whatsoever shall be claimed from *M/s HLL Lifecare Limited* in this regard.
- 2. Compliance with Labour Laws:** We undertake to comply with all applicable labour laws and bear all statutory expenses arising from the deployment of the Biomedical Technician.
- 3. Liabilities and Risks:** We confirm that *M/s HLL Lifecare Limited* shall not be held responsible or liable for any risks, obligations, or liabilities associated with such deployment.

Note: I/ We hereby declared that we will provide the employees as per mentioned in the tender document. In failing which, I / we understand that we will be Debarred from future Works as per the GCC 14.3

SIGNATURE OF THE BIDDER WITH SEAL

8. NO DEVIATION CERTIFICATE

To

Deputy Vice President (P&S)
HLL Lifecare Limited
(A Government of India Enterprise),
Hi care Division, HLL Bhavan,
#26/4, Tambaram-Velachery Main Road,
Pallikaranai, Chennai– 600100, Tamilnadu, India
Email: hcdcmo@lifecarehll.com

Subject: No Deviation Certificate for _____
_____(Name of the Work)

Tender Ref No:

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. CATEGORY DETAILS OF ORGANIZATION
(In the company letter with sign & seal)

SN	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 Udyog Aadhar no of the bidder.....

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

10. BANKER'S CERTIFICATE

To
HLL LIFECARE LIMITED

This is to certify that to the best of our knowledge and information that M/s.....having marginally noted address, a Customer of our bank are/is respectable and is having an un-utilized Credit Limit of Rs. (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature Name Designation

Email for Confirmation of Credit Limit:

Address of Bank for Confirmation:

BANK'S SEAL

NOTE:

- 1) Banker's certificates should be on letter head of the Bank, addressed to tendering authority issued after invitation of bid.
- 2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

11. SOLVENCY CERTIFICATE

(To be issued by a Nationalized Schedule Bank only)

Reference No:

Dt.

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____ having their office at _____ are a regular customer of our bank. They are solvent to an extent of Rs. _____ (Rupees _____ only). The conduct of their Account is good.

It is certified that this certificate is issued without any risk and responsibility on the part of this Bank or any of its officials in any respect whatsoever, more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

(Signature, Name, Address, Mail-ID & Designation of issuing authority with Seal)

12. FORMAT OF SITE VISIT CERTIFICATE

Date:

SITE VISIT CERTIFICATE

This is to certify that , having its office at has conducted a site visit at the project locations:

The visit was carried out on in connection with the following e-tender:

- Name of Work:
- Tender ID:

This certificate is issued upon request of the bidder.

Sankar S
Manager (Bio-medical)
HLL Lifecare Limited

13. 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 and Address of your Banker(s)	
Account no.	
Swift Code	
IFSC Code	
All the information provided herein is true and correct.	

14. BID FORM

Date_____

To
HLL Lifecare Limited
.....

Ref. Tender Document No. _____dated _____

We, the undersigned have examined the above mentionedtender document, including its amendment/corrigendum(if any), the receipt of which is hereby confirmed.

If our BID is accepted, we undertake to perform the work, in accordance with this tender document.

We further confirm that, if our BID is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause for due performance of the contract.

We agree to keep our BID valid for acceptance as required in the GIT clause or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this BID up to the aforesaid period and this BID 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 BID 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 tender document, including amendment/ corrigendum if any

(Signature with date)
(Name and designation)
Duly authorised to sign BID for and on behalf of

15. UNDERTAKING LETTER
(In the company letter with sign & seal)

(Legally Authorized representatives from Supplier should sign/seal and submit along with Technical Bid submission as a part of evaluation)

We, the undersigned, hereby undertake and agree as follows:

1. **Payment Terms:** We acknowledge that we have been duly informed by M/s HLL Lifecare Limited and are fully aware that all eligible payments due to us, against works executed/goods supplied / services rendered under Tender Notification No. _____, shall be released to us only upon receipt of the corresponding payment by M/s HLL Lifecare Limited from the client. We further confirm that M/s HLL Lifecare Limited shall not be held liable or responsible for any delay in payment arising from the client side.
2. **Inspection:** We undertake and agree to comply with both pre-dispatch and post-dispatch inspection requirements at the preferred location of M/s. HLL Lifecare Limited, entirely at our own risk and cost. All expenses towards such inspections, including travel, boarding, and lodging of two (2) representatives from M/s. HLL Lifecare Limited or its authorized representatives, shall be borne by us without any liability on M/s HLL Lifecare Limited.
3. **Translocation :** We undertake and agree to comply with the translocation requirements of M/s HLL Lifecare Limited, to supply and install the said items initially at the existing facility and upon written intimation from M/s HLL Lifecare Limited regarding the readiness of the newly proposed Critical Care Block building, we shall, entirely at our own risk and cost, translocate, reinstall, and commission the entire items at the new building at any point of time, without any additional charges, claims, or relief from M/s HLL Lifecare Limited

We hereby confirm our unconditional acceptance of the above terms.

Authorized Signatory Sign & Seal

SECTION VIII

MAKE/MODEL/HSN CODE OF EQUIPMENT

(In the company letter with sign & seal)

SN	Name of Equipment	Make	Model	HSN Code
1				
2				
3				
4				

SIGNATURE OF THE BIDDER WITH SEAL

SECTION – IX

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CAMC SECURITY

To
Deputy Vice President (P&S)
HLL Lifecare Limited
(A Government of India Enterprise),
Hi care Division, Central Marketing Office,
HLL Bhavan, #26/4,
Tambaram-Velachery Main Road,
Pallikaranai, Chennai – 600 100,
Tamilnadu, India
Email: hccdmco@lifecarehll.com

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified there in.

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

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

This guarantee shall be valid up to 36 (thirty Six) months from the date of Notification of Award i.e up to (indicate date)

.....
(Signature with date of the
authorized officer of the Bank)

.....
Name and designation of the officer

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

SECTION – X

MANUFACTURER’S/DISTRIBUTOR’S AUTHORIZATION FORM

To

Deputy Vice President (P&S)

HLL Lifecare Limited

(A Government of India Enterprise),

Hi care Division, Central Marketing Office,

HLL Bhavan, #26/4,

Tambaram-Velachery Main Road,

Pallikaranai, Chennai – 600 100,

Tamilnadu, India

Email: hcdcmo@lifecarehll.com

Dear Sirs,

Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable manufacturers/distributors 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 clause 15 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/distributor]

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 – XI
CONTRACT FORM - A

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING
OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

THIS AGREEMENT made the day of, 20..... between (Name and Address of *Purchaser*) represented by the Deputy Vice President (P&S)..... (herein after “the *Purchaser*”) of one part and (Name and Address of Supplier) (hereinafter “the *Supplier*”) represented by..... (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

Sl. No.	Description of Goods	Qty	Unit Price In Rs.	GST Amt In Rs.	Total Amt In Rs.

Sl. No.	Description of Goods	Qty	Unit Price In Rs.	GST Amt In Rs.	Total Amt In Rs.

Total Value in Rs. _____

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and constructed as part of this Agreement, Ref No. viz.:
 - HLL Tender Ref. No. _____
 - HLL Amendment/Corrigendum No. _____,
 - Supplier Bid Ref No. _____.
 - Minutes of Negotiation Meeting Dt. _____.
 - P.O. Ref No _____.
- Delivery location:** _____.
- Completion Period:** 60days from the date of order.
- Terms of Payment:** Payment shall be made in Indian Rupees as specified in the contract in the following manner: -

C) Payment Terms - Equipment

- 50% of supply value shall be released against supply and certificate for receipt of the item in good condition from the Hospital/purchaser.
- 45% payment shall be released against certificate of installation and commissioning certified by the Hospital Authorities/purchaser.
- Final 5% shall be released against submission of certificate issued by Hospital/purchaser certifying that the facility has been installed, commissioned and handed over and submission on Performance Security and other documents stated in this tender.
- Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract and upon the submission of the following documents:
 - supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - Completion Certificate duly certified by hospital/HLL authorities.

D) Payment Terms - Turnkey part (Civil & Electrical works)

The contractor can submit two running account bills during the work period and payment made as below:

- e) 80% of the GST bill value will be paid on each running account bill submitted by the contractor recommended by State in charge (P&S, HLL) and approved by Project Engineer (P&S, HLL)/ Deputy General Manager (P&S, HLL).
- f) Balance 20% of running account bill will be paid along with the final bill only after submission of Work Completion certificate issued by State in charge (P&S, HLL) and approved by Project Engineer (P&S, HLL)/ Deputy General Manager (P&S, HLL)
- g) 3% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 12 months without any interest.
- h) The running account bills/Final bill are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by State in charge (P&S, HLL) and the Contractor's representative. For supply of capital items, duly certified delivery challan/supporting documents such as Warranty Certificates etc. shall be enclosed.
- i) **Tax Deduction:** All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

6. **Warranty:** Warranty is one year will be effective from the date of installation, commissioning and acceptance. During warranty period 3 preventive maintenance shall be executed, once every four months in a year.

7. **Performance Security:** The supplier shall submit performance security by way of security deposit or bank guarantee in the form prescribed for the 5% of the total value of the purchase order, valid upto sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations. Necessary preventive maintenance reports shall be submitted at the end of warranty period with working satisfactory certification from HLL/Hospital.

8. **CAMC:** Comprehensive Annual Maintenance Contract as per the prevailing rate as mentioned below will be applicable for the purchase orders issued for Five (5) years after completion of warranty period.

9. **Purchaser Rights:** Purchaser reserves all rights to cancel the purchase order issued by the purchaser at any time without assigning any reasons.

10. **Applicable Law**

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

11. **Resolution of disputes**

If the parties fail to resolve their dispute or difference by such mutual consultations within twenty-one days of its occurrence the same shall be referred for arbitration to a Sole arbitrator to be appointed by the C&MD, of the Purchaser Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time be in force. The arbitrator shall give a reasoned award.

12. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of arbitration shall be Thiruvananthapuram, Kerala, India and the language of the proceedings shall be English

13. Subject to above mentioned Arbitration Clause, any dispute or differences arising out of this

Agreement shall fall under the exclusive jurisdiction of courts at Chennai.

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 *Purchaser*)
(Signature, Name, Designation and Address with Office seal)
in the presence of.....**

**Signed, Sealed and Delivered by the said(For the *Supplier*)
(Signature, Name, Designation and Address with Office seal)
in the presence of**

|1) (Signature, Name and Address of witness)

| (Signature, Name and Address of witness

SECTION – XII
CONTRACT FORM – B
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 terms "HLL/HLL's Client" and " _____", wherever they appear in the context and unless specifically excluded, shall mean and include their successors, assigns, administrators and executors).

WHEREAS the _____ had supplied and installed _____ number of _____ at _____ against the Supply Order placed by HLL vide P.O. No. _____, and as per the provisions of the tender and Supply Order, _____ should provide Comprehensive Annual Maintenance Services for this equipment (hereinafter called "Services"), and the Purchaser accepted and approved the rates and terms and conditions offered by _____ in the financial bid for the Services, to which this Agreement is made.

NOW THE AGREEMENT WITNESSES 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 the Purchaser's Tender Document Ref. _____, dated _____, for the supply of the equipment.
 - b. The Bid Form and Price Schedule submitted by _____ for the supply and provision of the Maintenance Services against the tender.
 - c. The supply order for supply and installation of the equipment vide Ref. No. _____ Dt. _____ Placed by Purchaser.
1. The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

Sr. No	Name of Equipment	Qty	Total CAMC Amount in Rs. (Excl. applicable GST)				
			2 nd year	3 rd year	4 th year	5 th year	6 th year

2. 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.
3. 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.
4. 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 5 year warranty period)

5. 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 5 % of the cost of the total CAMC value.
6. 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.
7. 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.
8. 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 center.
9. 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% uptime level.
10. All disputes arising out of this agreement would be settled by arbitration by a sole arbitrator to be appointed by the CMD Of Purchaser
11. 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's Client)

in the presence of

Signed, Sealed and Delivered by the

Said(For_____)

in the presence of

SECTION – XIII
PERFORMA OF CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

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

- (i) Contract No & date : _____
- (ii) Supplier's Name : _____
- (iii) Consignee's Name & Address with
telephone No. & Fax No. : _____
- (iv) Name of the item supplied : _____
- (v) Quantity Supplied : _____
- (vi) Date of Receipt by the Consignee: _____
- (vii) Name and designation of Authorized
Representative of Consignee : _____
- (viii) Signature of Authorized
Representative of Consignee
with
date : _____
- (ix) Seal of the Consignee : _____

SECTION – XIV
PERFORMA OF FINAL ACCEPTANCE CERTIFICATE BY THE CONSIGNEE

Date_____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

- (a) Contract No_____dated_____
- (b) Description of the equipment(s)/plants:_____
- (c) Equipment(s)/plant(s)nos.:_____
- (d) Quantity:_____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/Goods Consignment Note no_____dated_____
- (f) Name of the vessel/Transporter:_____
- (g) Name of the Consignee:_____
- (h) Date of commissioning and proving test:_____

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

Sl.	Description of Item	Quantity	Amount to be recovered No.
-----	---------------------	----------	----------------------------

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to 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 XV

SITE DETAILS

SN	Brief Description of Goods	RH Solan	CH Dehra	CH Poanta	CH Manali	Dr.RKGMC Hamirpur	RH Reckong Peo	CH Rohru	CH Tegubehar	Total
1	HEMO DIALYSIS MACHINE	2	2	2	2	2	2	2	2	16
2	RO PLANT SYSTEM	1	1	1	1	1	1	1	1	8
3	DIALYSIS REPROCESSOR	1	1	1	1	1	1	1	1	8
3	CENTRALISED MGPS	1	1	1	1	1	1	0	0	6