Tender Enquiry No.: HLL/PCD/HP/01/13-14

Date: 11/12/2013

(By Courier/E-mail/FAX)

LIMITED TENDER ENQUIRY

Sub: Procurement of "Tele ECG Machine" for National Rural Health Mission, Himachal Pradesh, Shimla.

Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Mission Director ,National Rural Health Mission,Directorate of Health & Family Welfare, SDA Complex, Kasumpati, Shimla-171009, Himachal Pradesh invites sealed tenders, from eligible and qualified tenderers for supply of Tele ECG Machine. Eligible bidders are requested to submit their best offer along with complete technical details in line with the commercial Terms & Conditions as detailed below read with Annexure I to VIII.

* INSTRUCTIONS TO BIDDER (ITB)

All quotation/s and subsequent **Correspondence** should be sent to the address given below:

Head (P&CD), HLL Lifecare Ltd. Procurement & Consultancy Services Division B-14A, Sector-62, Noida-201 307 Phone: 0120-4071500 Fax: 0120-4071513

<u>Note</u>: Bidders who have not received any direct enquiry from HLL may participate in this tender with prior intimation to the above address.

B). SEALED QUOTATIONS SHALL BE SUBMITTED IN TWO BID (ENVELOPE) SYSTEM ONLY:

The 1st envelope superscribed with "**Technical Bid, Signed copy of Tender Enquiry Document and EMD**" shall contain EMD and relevant documents mentioned herein.

The 2nd envelope superscribed with "**Price bid and Name of item**" shall contain the 'Price schedule'.

Both envelopes may be placed in separate 3rd envelope superscribed with **"Tender No. & Date of Opening".**

<u>Tender/s received in any other mode or without requisite EMD is liable to be</u> <u>summarily rejected.</u>

C). Tender should reach this office on or before 21.12.2013 upto 14.00PM. Technical bids shall be opened on the same day at 14.30PM, in presence of the representatives of firm(s) who may choose to be present. Price bids of techno-commercial responsive bidders shall be opened later on with intimation to techno-commercial responsive bidders.

- **D).** If tender-opening day happens to be a holiday, the next working day will be treated as tender opening day at the scheduled time.
- **E).** Late tender/telegraphic tenders & tenders over email shall not be considered and no claim, whatsoever will be accepted.

F). VALIDITY:

The Rates should be valid for acceptance of order at least for **30 days** from the date of opening of Techno-Commercial tender.

- **G).** The tenderer should sign & stamp each page of this tender enquiry document as a token of having read & understood the terms & conditions contained herein.
- **1.0** The Manufacturer or their Authorised agent can participate in this tender. The Manufacturer's Authorisation shall be given in the Format as **Annexure-VII**.
- 2.0 The bidder shall provide their past major supplies year wise. The copies of latest/recent Supply orders for supply of Products along with end users certificate for satisfactory performance of the offered products or equivalent shall be enclosed. The bidders should have supplied at least 50% of the quantity during last five years to qualify against this tender.

These should be placed in Envelope1.

3.0 PRICES:

>

Prices quoted in INR only should be 'Firm & Final' for full quantity, inclusive of all levies prepaid up to consignee end, inclusive of all charges like packing & forwarding, loading, unloading, transit insurance, all duties & taxes, any other incidental expenses, installation and commissioning of the equipment at consignee site.

In case the quotation does not indicate clearly whether the Prices are firm or not, the quoted Price shall be deemed as firm & final. The overwriting should be avoided in the quotation.

Excise duty, Sales Tax and other levies, if applicable, should be indicated clearly with their present rates. In case applicable taxes, duties etc., are not indicated clearly, it would be assumed that the same are included in the basic rates.

Octroi / Entry Tax / Tax by local Municipal body shall be re-imbursed at actual if not exempted. Where ever required, the tenderer should obtain the Octroi exemption certificate, road permit & entry tax exemption certificate from the consignee much in advance to avoid payment of such local taxes or duties.

A certificate indicating that the rates quoted are same as charged to other Govt./PSU's for similar supplies made in recent past should accompany the bid in support of its price reasonability in <u>Envelope 2.</u>

Prices should be stated clearly as per Price Schedule in Annexure-III.

4.0 EARNEST MONEY DEPOSIT (EMD):

Tenderer shall furnish along with its tender, earnest money for an amount as shown in the 'LIST OF REQUIREMENT' in Annexure-I.

The earnest money shall be furnished in one of the following forms. EMD furnished in any other form shall not be accepted.

- 1 i) Account Payee Demand Draft
- 2 ii) Banker's cheque
- 3 iii) Bank Guarantee
- 4

The demand draft or banker's cheque shall be drawn on any scheduled bank in India, in favour of the **"HLL Lifecare Limited"**, **payable at New Delhi**".

Quotations received without requisite EMD shall be summarily rejected.

EMD of unsuccessful tenderers will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after finalization of the resultant contract. EMD of successful tenderer's will be returned without any interest, after receipt of performance security from that tenderer.

The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

5.0 **PRODUCT SPECIFICATIONS:**

Brand name and type of Product being offered by the Firm must be clearly mentioned in the offer. Tenderer should confirm that the stores offered conform strictly to relevant specifications asked in this Tender Enquiry Document. Deviations, if any, are to be clearly mentioned. Complete product specifications, technical details, illustrations, literature, printed pamphlets/leaflets etc and Manufacturers price list, if any, must accompany the quotation in Envelope1.

- **6.0** Unless specifically mentioned to the contrary in their offer itself, it will be assumed that all terms and conditions mentioned in this enquiry are acceptable to the tenderer.
- **7.0** The tender quotation of the Supplier not in conformity with the above conditions is liable to be rejected.
- 8.0 HLL reserves the right to reject or accept any or all tender(s) without assigning any reason or to place the order for part or full quantity.
- **9.0** "Instruction to Bidders" whereby they are required to furnish clause by clause compliance of specification bringing out clearly deviation from specification, if any. The firms are advised to submit the compliance statement in the following format along with Technical bid failing which their offer will be treated as incomplete and are liable to be ignored.
- **10.0** Format of compliance statement:

Para of Tender	Specification	Compliance to	In case of non Compliance				
Enquiry	of Tele ECG	T/E	deviation From T/E Specification				
specificaiton	Machine	Specification	to be indicated in Unambiguous				
	offered	Whether yes	terms				
		or No					
(1)	(2)	(3)	(4)				

11.0 Bidders may please note that complete Tender Enquiry Document is available on our website <u>http://www.lifecarehll.com/tender</u> or <u>www.eprocure.gov.in</u> and submit its tender by utilizing the downloaded document .

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.0 INSPECTION:

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

DELIVERY PERIOD FOR SUPPLY, INSTALLATION & COMMISIONING:

In the event of placement of Supply order, the bidder shall supply the stores within 15 days of order. The time and date of delivery stipulated in the schedule shall be deemed to be the essence of the contract and delivery must be completed not later than the date as specified in the contract.

Installation and commissioning, wherever required, shall be completed within 15 days of handing over the site of installation complete in all respect by the consignee. The delay on the part of supplier in regard to installation will attract the provisions of liquidity damages clause.

LIQUIDATED DAMAGES:

In the event of placement of an order, if the Supplier fails to deliver, install and commission the stores in full or part thereof with in the delivery period as stipulated in Clause 2.0 above, the Purchaser reserves the right to levy Liquidated damages @ 1% (One percent) per week of the amount of the undelivered stores for delay in supplies subject to maximum 5% of value of the supply Order. Once the maximum is reached, the purchaser may consider termination of the contract and purchase the same from elsewhere, at the risk and cost of the Supplier.

4.0 **PAYMENT FOR SUPPLY PORTION:**

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

(A) On delivery:

90 % payment of the contract price shall be made on receipt of goods in good condition and upon the submission of the following documents:

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee (s) (Format attached as **Annexure-V**)
- (iii) Warranty Certificate
- (iv) Inspection Certificate

(B) On Acceptance:

Balance 10 % payment would be made against 'Final Acceptance Certificate' (Format attached as **Annexure-VI**) to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

5.0 TRANSIT INSURANCE:

HLL Lifecare Limited

Rates quoted being door delivery basis, the Supplier shall be fully responsible till full material is received in good condition upto destination. As such the Supplier shall dispatch the material duly insured & expenses on this account shall be borne by the Supplier.

6.0 **REPEAT ORDER**:

Repeat order up to 50% of the quantity of the Supply Order can be placed within 6 months after the completion of original order on the same rate & terms and conditions of original Supply Order provided there is no downward trend in Prices.

WARRANTY:

- (a) Products to be offered as per 'LIST OF REQUIREMENT' shall be warranted for a period of <u>ONE YEAR</u> from the date installation. If manufacturers guarantee/warranty stands for longer duration, the longer guarantee/warranty period shall be applicable.
- (b) The Supplier shall be responsible to replace the material free of cost at site in whole or in part if found defective in any respect after receipt at site or during normal & proper usage or storage/maintenance for which the Purchaser shall give prompt written notice. Such replacements shall be effected by the Supplier within a reasonable time actually required to do so which in no case shall be more than 15 days.
- (c) The above provisions shall also equally apply to the material replaced by the Supplier under this Clause, in case the same is again found to be defective after its replacement.
- (d) If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser, it shall be liable to suitable action as deemed fit during the Operative Warranty period

8.0 **PERFORMANCE SECURITY FOR SUPPLY PORTION:**

In the event of placement of order, within seven (7) days from date of the issue of Supply order by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to two (2) months beyond the period of warranty in the **given proforma (Annexure-IV)**. Performance security shall be in the form of Account Payee Demand Draft/Fixed Deposit Receipt or Bank Guarantee in favour of HLL Lifecare Limited, Procurement & Consultancy Services Division,B-14, Sector-62, Noida-201 301

9.0 FORCE MAJEURE:

If at any time, during the currency of the contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotages, fires, floods, explosions, epidemics, quarantines, restrictions, strikes, lock outs or acts of God (herein after referred to as 'the events') then provided, neither party has any claim for damage against the other in respect of such non-performance or delays in performance, deliveries under the contract shall be resumed as soon as possible if any of the events have ceased to exist within one month of expiry of contract delivery period. After this, the purchaser may cancel the contract at its descretion without any financial repercussion on either side.

10.0 APPLICABLE LAW & RESOLUTION OF DISPUTES :

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Any dispute arising out of or in connection with this tender, Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

ANNEXURE-1

LIST OF REQUIREMENTS

Part I:

S N		Name of the Item	Total Qty	EMD Amount (Rs.)
	1	Tele ECG Machine	44 nos	88,000

Part II: Required Delivery Schedule:

Delivery shall be within **15 days** from date of Notification of Award. The date of delivery will be the date on which the goods are delivered to the consignee's site (Tenderers may quote earliest delivery period).

Part III: Scope of Incidental Services:

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

Part IV:

The supplier shall keep sufficient stock of spares for repair / replacement against warranty during warranty period and supplies to be made against any order within 15 days after completion of warranty for a period of 5 years.

Part V:

Required Terms of Delivery and Destination.

Delivery required at 44 locations (1 no. each) at Consignee Site.

Transit Insurance would be borne by the Supplier from warehouse to the consignee site.

Destination of Goods (Address of Consignees):

	Consignee List								
S.NO	NO NAME OF THE NAME OF THE INSTITUTION								
1.	BILASPUR	REGIONAL HOSPITAL, BILASPUR							
2.		CIVIL HOSPITAL, GHUMARWIN							
3.	CHAMBA	REGIONAL HOSPITAL, CHAMBA							
4.		COMMUNITY HOSPITAL CENTRE PANGI							
5.		COMMUNITY HEALTH CENTRE, TISSA							
6.		CIVIL HOSPITAL, DALHOUSIE							
7.		REFERRAL HOSPITAL, CHOWARI							
8.	HAMIRPUR	REGIONAL HOSPITAL, HAMIRPUR							
9.		COMMUNITY HOSPITAL CENTRE, BADSAR							
10.		COMMUNITY HOSPITAL CENTRE, BHOTA							
11.		CIVIL HOSPITAL, BHRONJ							
12.		CIVIL HOSPITAL, SUJANPUR							
13.	LAHOUL & SPITI	REGIONAL HOSPITAL, KEYLONG							

S.NO	NAME OF THE DISTRICT	NAME OF THE INSTITUTION
14.	MANDI	ZONAL HOSPITAL, MANDI
15.		CIVIL HOSPITAL, JOGINDERNAGAR
16.		CIVIL HOSPITAL, SARKAGHAT
17.		CIVIL HOSPITAL, SUNDERNAGAR
18.		CIVIL HOSPITAL, KARSOG.
19.	KANGRA	DR. R.P. P.G.M.C. TANDA
20.		ZONAL HOSPITAL, DHARAMSHALA
21.		CIVIL HOSPITAL, NURPUR
22.		COMMUNITY HOSPITAL CENTRE NAGROTA
- 22		
23.		
24.		
25.		
26.		COMMUNITY HOSPITAL CENTRE, SHAHPUR
27.	KINNAUR	REGIONAL HOSPITAL, RECKONG PEO
28.	KULLU	REGIONAL HOSPITAL, KULLU
29.		
30.		CIVIL HOSPITAL, BANJAR
31.	SHIMLA	
32.		
33.		
34.		
35.		
36.		
37.	SIRMOUR	REGIONAL HOSPITAL, NAHAN
38.		CIVIL HOSPITAL, PAONTA
39.		COMMUNITY HEALTH CENTRE, SHILLAI
40.		COMMUNITY HEALTH CENTRE, SANGARH
41.	SOLAN	REGIONAL HOSPITAL, SOLAN
42.		COMMUNITY HEALTH CENTRE, NALAGARH
43.	UNA	REGIONAL HOSPITAL, UNA
44.		CIVIL HOSPITAL, CHINTPURNI

NB: The respective consignees will ensure timely issue of Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.

ANNEXURE-II

TECHNICAL SPECIFICATIONS FOR REMOTE ECG ON MOBILE SYSTEM

- Portable 12 lead ECG machine.
- Large 3.5 " TFT display with touch screen
- Minimum 20 patient's storage memory
- Inbuilt GSM/GPRS modem for ECG transmission
- 3 Channel thermal recorder to print ECG at patient site
- ECG should reach consultant within 5 min from transmission
- Two way transmission should be possible i.e From Technician to Doctor and from Doctor to technician
- Software support for all types of smart phones (Android, Black Berry, Windows, I Phone)
- Support web portal for anywhere , anytime access of ECG
- Support Auto-interpretation & Manual reporting from web portal
- Should comply with CE/FDA standards.
- Should be supplied with all the standards accessories including carry case
- 1 year warranty
- Should have capability to print on A4 size paper
- Should have flexibility to send ECG to multiple consultants

PRICE SCHEDULE

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1	2	3	4		5							
Sr. No.	Brief	Country of	Quantity	Price per	Price per unit (Rs.)							
	Description of Goods	Origin	(Nos.)	Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf (Considering discounts if any, P/F etc) (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Unit Price (at Consignee Site) basis (g) =a+b+c	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)				

Total Tender price in Rupees:

In words: _____

<u>Note: -</u>

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

Name_
Business Address
Signature of Tenderer
Seal of the Tenderer

Place:

Date: _____

HLL/PCD/HP/01/13-14

Date :11/12/2013

Annexure-IV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Head (P&CD),

HLL Lifecare Ltd, Procurement & Consultancy Services Division

B-14A, Sector-62, Noida-201 307

(Name and address of the supplier) (Hereinafter WHEREAS called "the supplier") has undertaken, in pursuance of contract no

dated to supply (description of goods and services) (herein after called "the contract").

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

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

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

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

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

This guarantee shall be valid up to 15 (Fifteen) months from the date of Notification of Award i.e. up to ----- (indicate date)

> (Signature with date of the authorised officer of the Bank) Name and designation of the officer Seal, name & address of the Bank and address of the Branch

HLL Lifecare Limited

Annexure-V

CONSIGNEE RECEIPT CERTIFICATE (To be given by consignee's authorized representative)

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

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

Annexure-VI

Proforma of Final Acceptance Certificate by the Consignee

NO_	Date	
То		
M/s		
Subie	ct: Certificate of commissioning of equipment/plant.	
cond rema	s to certify that the equipment(s)/plant(s) as detailed below has/have been received in good ions along with all the standard and special accessories and a set of spares (subject to ks in Para no.02) in accordance with the contract/technical specifications. The same has installed and commissioned.	0
(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	
	Name of the vessel/Transporters: Name of the Consignee: Date of commissioning and proving test:	

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

SI. No.	Description of Item	Quantity	Amount to be recovered

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
- b) He has not supervised the commissioning of the equipment(s)/plant(s)in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- c) 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:

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

Annexure-VII

MANUFACTURER'S AUTHORISATION FORM

To, Head (P & CD) HLL Lifecare Limited Procurement and Consultancy Division B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sir,

Ref. Your TE document No _____, dated _____

We,						W	ho a	re pr	oven	and i	eputable	e manu	facturers
of				(na	me and	d des	scripti	on o	f the	good	s offere	d in the	e tender)
havin	g 1	factories	at_							,	hereb	y ;	authorise
Mess	rs				(r	name	and a	addre	ess of	the a	<i>gent</i>) to	submit	a tender,
proce	ss the	same furf	ther an	d enter	into a	con	tract	with	you	again	st your	require	ment as
conta	ined in t	the above i	referrec	I TE doc	uments	for th	ne abo	ove g	oods	manu	factured	by us.	
We	further	confirm	that	no su	Ipplier	or	firm	or	indiv	/idual	other	than	Messrs.
				(nam	e and a	ddres	ss of	the a	bove	agent) is auth	orised t	to submit
a ten	der, proc	cess the sa	ame fur	ther and	l enter i	nto a	contr	act w	vith yo	bu aga	inst you	r require	ement as
conta	ined in t	the above i	referrec	I TE doc	uments	for th	ne abo	ove g	oods	manu	factured	by us.	
We a	lso here	by extend	our ful	l warran	ty as p	er cla	ause	7 of	the G	Senera	I Condit	ions of	Contract,
read	with mo	dification,	if any,	for the	goods	and s	servic	es of	fered	for s	upply by	/ the at	oove firm
again	st this T	E docume	nt.		•								
-												Yours f	faithfully,

[*Signature with date, name and designation*] for and on behalf of Messrs_____

[Name & address of the manufacturers]

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

2. Original letter may be sent.

HLL Lifecare Limited

Annexure-VIII

BANK GUARANTEE FORM FOR EMD

Whereas			(he	reinafter	called	the "	Tendere	er") has su	bmitted	l its	quotatio	n c	lated
		for the	supply	' of				(hereinafter	called	the "	'tender") ag	ainst
the purchaser's	tender	enquiry	No.				Know	all persons	s by th	ese p	oresents	tha	t we
			of				(Her	einafter cal	led the	"Ba	nk") ha	ving	g our
registered of	fice	at							a	re	bound		unto
				(hereina	fter	called	the	"Purchas	er) i	n 1	the su	ım	of
			for wh	ich payn	nent wi	ll and t	truly to	be made to	the said	d Pur	chaser, t	he I	Bank
binds itself, its su	uccesso	rs and a	ssigns	by these	presen	ts. Sea	led with	the Comm	on Seal	l of th	ne said E	Bank	c this
day of		_ 20	The	e condition	ons of t	his obl	igation	are:					

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - a) fails or refuses to furnish the performance security for the due performance of the contract or
 - b) fails or refuses to accept/execute the contract or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature with date of the authorised officer of the Bank) Name and designation of the officer Seal, name & address of the Bank and address of the Branch

CHECKLIST

Name of Tenderer: Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount			
	for the quoted schedules?			
b.	In case EMD is furnished in the form of			
	Bank Guarantee, has it been furnished as per			
	Annexure VIII?			
c.	In case Bank Guarantee is furnished, have			
	you kept its validity of 75 days from Tender			
	Opening			
2	Whether all the Pages are signed & properly tagged with all documents and enveloped properly sealed?			
3.	Are you a SSI unit, if yes have you enclosed			
	certificate of registration issued by DGS&D			
	or NSIC			
4. a.	Have you enclosed clause-by-clause			
	technical compliance statement for the			
	quoted goods vis-à-vis the Technical			
	specifications?			
b.	In case of Technical deviations in the			
	compliance statement, have you identified			
	and marked the deviations?			
5.	Have you submitted copy of the order(s) and			
	end user certificate as desired in point no. 2			
	of ITB			
6.	Have you submitted manufacturer's			
	authorization as per Annexure-VII			
7.	Have you kept validity of 30 days from the			
	Tender Opening date as per the TE			
	document?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
8.	Have you furnished Income Tax Account			
	No. as allotted by the Income Tax			
	Department of Government of India?			
9.	Have you intimated the name an full address			
	of your Banker (s) along with your Account			
	Number			
10.	Have you fully accepted payment terms as			
	per TE document?			
11.	Have you fully accepted delivery period as			
	per TE document?			
12.	Have you submitted the certificate of			
	incorporation?			
13.	Have you accepted the warranty as per TE			
	document?			
14.	Have you accepted all terms and conditions			
	of TE document?			
15.	Have you furnished Annual Report (Balance			
	Sheet and Profit & Loss Account) for last			
	three years prior to the date of Tender			
	opening?			

N.B.

1.

All pages of the Tender should be page numbered and indexed.

2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.

2. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer) For and on behalf of

(Name, address and stamp of the tendering firm)