

E-TENDER DOCUMENT

FOR

**Supply of Medical Equipment and Machine at District
Hospital, Satna, MP**

Tender No: HLL/SD/2023-24/TENDER/17 Dt: 20.11.2023

E – Tendering



HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

**HLL Bhavan, Poojappura,
Thiruvananthapuram -695012**

Kerala, India

Tel: 0471 2775500, 0471 2350959

(EXTN – 606 /531)

Website – www.lifecarehll.com

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HLL LIFECARE LIMITED
(A Government of India Enterprise)
Sourcing Division
Corporate Head Office, Poojappura. P.O,
Thiruvananthapuram – 695012, Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN – 606 /531)

NOTICE INVITING TENDER (NIT)

IFB No: HLL/SD/2023-24/TENDER/17

20.11.2023

HLL Lifecare Limited (HLL), a Government of India Enterprise on behalf of M/s Power Grid Corporation of India, invites an e-tender from eligible, competent and experienced parties who are capable of executing the following item/work meeting the requirements as per our tender.

SI No	Particulars	Description
1	Name of Item/Work	Supply of Medical Equipment and Machines at District Hospital, Satna, MP
2	Location of Delivery/Work	District Hospital, Satna, MP
3	Brief description of Item/Work	Supply of Medical Equipment and Machines at District Hospital, Satna, MP
4	Bid Security/EMD	Rs.2 lakh (Rupees Two Lakh only)
5	Bid submission fee/Tender fee	Rs.2000 (Rupees Two Thousand only)
6	Period of completion	30 days from the date of the Letter of Intent /Notification of Award/ Purchase order, failing which the POs will stand Cancelled.
7	Price Validity	180 days from the date of opening of bid
8	Eligibility criteria for Bidders	As per Tender document
9	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank : State Bank of India A/c number : 30307560166 IFSC Code : SBIN0004350 Branch name : Commercial Branch, Thycadu, Thiruvananthapuram
10	Date of Pre Bid Meeting	21-11-2023 at 16:30 hrs
11	Pre Bid Meeting Link	To join the Pre Bid meeting, click this link: meet.google.com/skt-ikrp-vey
11	Last date and time for online submission of online bids	27-11-2022 at 15:00 hrs
12	Date and time of opening of e-tender	28-11-2022 at 15:00 hrs
13	Address for Communication at HLL regarding the tender	Vice President (SD) Sourcing Division HLL Lifecare Limited Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
 2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
 3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
 4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
 5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
 6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
 7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
 8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
 9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
- 9.1 Registration
- a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
 - b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
 - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.

- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be

uploaded again and again. This will lead to a reduction in the time required for bid submission process.

- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number:

0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note:- International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in, Policy Related - cppp-doe@nic.in

13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

Vice President (SD)

Sourcing Division

HLL Lifecare Ltd.

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Tel: 0471- 2775531, 2775606, 2775578

Email – sdrbdsouth@lifecarehll.com

15. The bids shall be opened online at the **Office of the Vice President (SD)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the Office of the Vice President (SD) during working hours. 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.
17. 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.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>).
- ii. Pre-bid meeting: Not Applicable for this tender
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

19. Tender Processing Fees and Bid Security (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 : State Bank of India
A/c number : 30307560166
IFSC Code : SBIN0004350
Branch name : Commercial Branch, Thycadu, Thiruvananthapuram

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

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

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare as deemed fit.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.

25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

26. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocare/app>).

Note:- It is necessary to click on “Freeze bid” link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

VICE PRESIDENT (SD)

INSTRUCTIONS TO THE BIDDERS (ITB)

Section 1

I. COMPANY BACKGROUND:

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is to provide quality healthcare products and services at affordable rates. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives. HLL Vending Business Division is offering solution for retailing and making available range of HLL's - quality healthcare products / Sanitary Napkins / Condoms etc., products through state-of-art Vending machines. HLL has also forayed into the Service sectors of Healthcare Diagnostics and Pharmaceutical retail business for more than 10 years.

TENDER DETAILS

HLL Lifecare Limited (HLL), a Government of India Enterprise on behalf of M/s Power Grid Corporation of India, invites online bids from the eligible, competent and experienced Suppliers/Dealers/Manufacturers for:

- a) Supply of medical equipment and machines for onward supplies at District Hospital, Satna, MP
- b) Product list. Supplies to be effected and deliveries to be made to Supply points mentioned in the tender.
- c) Supply, installation, Testing, commissioning handing over and acceptance of the equipment at District Hospital, Satna, MP.

II. Product List

SL.NO	Item Name	Quantity (in nos)
01	Portable Ultrasound Machine with LED Monitor	1
02	EEG Machine	1
03	EMG Machine	1
04	ECG Holter with Monitor	1
05	Spirometer with Flowmeter	1
06	Dual Chamber Pacemaker	1
07	Transport Incubator	1
08	Digital Microscope	1
09	C- Arm	1
10	Automatic Brainstorm Response Screener	1
11	Biological Incubators	1
12	Audiometer	1
13	Orthopaedic Operation Table	1
14	ENT Surgical Operating Microscope	1
15	Adult Paediatric & Neonatal ICU Ventilator	1
16	Multipara Monitor	1
17	Digital BP Apparatus	1
18	Drinking Water Cooler	1

- **In BOQ, Bidders are requested to quote for per piece rate only and GST amount not in percentage)**
- **Bidder must invariably quote for all the equipment and if any item is not quoted then their bid shall be rejected.**

III. TECHNICAL SPECIFICATION

1. **Portable Ultrasound Machine with LED Monitor.**

- A Portable System Should be provided with Trolley.
- System should have 15-inch LCD monitor
- System should have B/M/Color/Color M/Power/Directional Power Doppler Flow Imaging
- System should have Pulse Wave Doppler
- System should have Spatial Compounding Imaging
- System should have Speckle Suppression Imaging
- System should have Phase Shift Harmonic Imaging
- System should have High Resolution Flow
- System should have Auto Image Optimization software
- System should have full screen view
- System must provide with Abdomen/General Software Package
- System must have feature to support learning curve with sample and ideal images
- Must be provided with 1TB Hard Disk & iStation™ Patient Information Management
- Must have S-Video Output and USB 2.0 Ports
- Must have AC Adapter and Lithium-ion Battery Pack
- DICOM Basic
- DICOM Worklist
- DICOM Query/Retrieve
- DICOM MPPS

System Must be Provided with below Transducers

- Transducer 3-5Mhz Convex Transducer
- Transducer 4-7Mhz Linear Transducer
- Endocavity convex array transducer, 10-4Mhz
- Includes dedicated shared service present/measurement/comment/body mark /report etc.
- Real-time panoramic imaging
- Needle visualization enhancement
- Freehand 3D
- Automatic measurements for BPD, FL, HC, AC and OFD, Obstetrics package should be configured at the same time
- Anatomical M-mode, Curved Anatomical M-Mode, TDI should be configured at the same time Tissue Doppler Imaging, includes TVI, TEI, TVD and TVM Option for Automatic measurement for intima-media thickness, Vascular Package should be configured at the same time

2. EEG Machine

- Facility to record/service up to 32 channels with montage bar
- USB interface, not extend power required.
- Brain mapping with multiple options Online/Offline split video
- Qual monitor option for video
- Various Option of EEG scrolling
- Highly Synchronized EEG with audio & video frame rate of 30 frames/sec.
- Resolution independent user interface
- Coherence, FFT Graph and tabular data
- Simultaneous Analysis & Acquisition of EEG data
- Facility to mark event and write comment in analysis mode
- Complete EEG data transfer ROM CD/DVD hard disc
- Easy connectivity with Laptop/Desktop
- Online impedance check with displays of numeric values of all electrodes
- Online/offline reformatting of finders, low filters, sensitivity and sweep on channels

- Use define photic stimulate protocols
- Advanced top graphic brain mapping with computerized Spectral Array (CSA), Density Spectral Array
- Split screen facility to study any event/montage carefully during acquisition
- Auto backup of patient data for easy recovery Long distance modular amplifier design with viability and reliability
- Remote control video tracking device
- Day/night digital video canvas with high resolution zoom facility
- Simultaneous analysis and recording
- No. of display channel : 32 Channel
- A/D Conversion : 16 bit
- Sensitivity : 1uV/mm to 1000uV/mm & user definable
- Low Filter : 0.1, 0.3,0.5, 1, 3, 5Hz & user definable
- High Filter : 15, 30, 70 Hz & user definable
- Notch Filter : 50/60 Hz on/off
- Sweep Speed : 7.5, 15, 30 & GO mm/sec/
- Input Impedance : >20m ohm
- CMRR : >110 db
- Noise level : <Less than 1 uv
- Flash Rate : 1to 60 Hz
- Power Supply : USB powered

3. EMG Machine

- Needle & surface EMG, Turn/Amplitude Analysis
- Spontaneous, Interference Pattern
- Q-Motor Unit Potential Analysis (Q-MUAP)
- Trigger EMG, Jitter EMG
- Up to 13 minutes storage facility of complete EMG Data
- Cascade or full screen EMG
- Single / Dual /Four channel simultaneous acquisition

Nerve Conduction Studies

- Motor Nerve Conduction
- F-Wave, H-Reflex, Blink Reflex
- Customised setting for individual nerve
- Auto Area & duration calculation
- Traces can be made smooth, drag, invert, cut, copy & paste
- Sensory Nerve Conduction
- RNS/Decrement with spectrum plotting
- Auto storage of highest amplitude trace in MNCV
- Sensitivity & sweep of individual trace can be customized
- Super imposition of traces

Evoked Potentials

- Visual Evoked Potential
- Auditory Evoked Potential
- MMR, LLR & P-3004
- Somatosensory Evoked Potential
- Markers can be customized
- Provision to display & store 16 waves
- Split Screen for viewing Ipsi and Contra recordings in BAER
- For VEP, Pattern reversal stimulation on checker, vertical bar & horizontal bar with different sizes
- Options for LED goggle and Flash stimulator

Sympathetic Skin Response (SSR)

- Data updated every sec

The System Comprises:-

- Console unit for EMG /NCV/EP
- Trolley

Technical Specification

Channels	: 2
Sensitivity	: 0.1, 0.2, 0.5, 1, 2, 5, 10, 20, 50, 100, 200, S00uvidiv: 1, 2, 3,5, 10, 20 mv/div
High Cut	: Selectable at 100, 200, 500 Hz; 1, 2, 3, 5, 10 Khz
Low Cut	: Selectable at 0, 2, 20, 30, 100, 200, 500 Hz.
Sweep speeds	: 1to 1000ms/ div in 19 steps (1, 1.5, 2, 3, 5, 7, 10, 15, 20, 30, 50, 75, 100,150, 200, 300, 500, 750, 1000)
CMRR	:> 110 dB
Input impedance	:> 100 M ohm (common mode)
Noises	: 0.5 uV (1 Hz to 10 kHz)

4. ECG Holter with Monitor

RECORDER

Recording Channels	- 3 Channels
Leads	- 7
Storage	- SDHC card (4GB)
Storage Indication	- LED indication
Event Marking	- Event button
Recording	- Full information without compressing
Duration	- 24hrs
Dimensions	- 120mm X 77mm X 24mm
Power Supply	- Alkaline battery 1.5V (AA) LR6 - 2 nos.

ANALYSER

- 3 lead arrhythmia analysis
- Multiple Template editing to analyse VE, SVE, etc.
- Heart rate variability with 3D Spectral
- Hourly count menu
- Atrial fibrillation / Flutter Scanning
- Pacemaker auto detection and analysis
- Search function based on arrhythmia type
- QT analysis
- ST analysis with Reset
- ASCII Output
- Warranty Period - 2Years

5. Spirometer with Flowmeter

Flow Range	-10 to + 16 L/sec
Max Volume	8 L
Accuracy	1%
Transducer	Bi-directional turbine cartridge
Turbine Sensor	Infrared interruption
Flow Detection	Volume differential

Measured Parameters	<ul style="list-style-type: none"> • Forced vital capacity • Slow vital capacity • Maximum voluntary ventilation
Power supply	USB powered
Communication Interface	USB
Dimensions	150mm X 35mm X 25mm
Weight	120 gms > approx.
Content of Box	<ul style="list-style-type: none"> • Handset • Turbine transducer • Software CD • USB cable • Reusable mouthpieces • Adult nose clip • Paediatric nose clip • Carry bag. • User manual
Warranty	1 Year

6. Dual Chamber Pacemaker

- Description of Pacemaker - Dual Chamber External Pacemaker
- Rate - 30 to 200 PPM (In Steps of 2 PPM)
- Upper Rate - Base Rate +30 PPM (min 110 PPM)
- Amplitude (A) - 0.5 TO 12 Volts
- Amplitude (V) - 0.5 TO 12 Volts
- Sensitivity - ATRIUM 0.4 TO 10 mV
- VENTRICLE - 0.8 TO 20 mV
- Mode - AQO, AAI, DOO, DVI, ODI, DDD, VDD , WI, VOO, Urgent
- AV Delay- 20 to 300 ms (in steps of 1 ms)
- Pulse Width (A)1.0 — (V)1.5 ms
- V Blanking Period - (Pace) 125 ms, (Sens) 75 ms
- Refractory - (A) 400 ms , (V) 250 ms
- Rapid Atrial Rate- 80 to 800 PPM
- Battery Life - 166 hrs
- Battery Chemistry - Duracell 9V PP3 Alkaline battery
- Polarity- Bipolar
- Indication
- Pacing Indication :
- Flashing LED's on the front panel for both A & V.
- Sense Indication :
- Flashing LED's on the front panel for both A & V
- Low battery Indicator - Replace battery as Low battery Indicator glows
- Pause Button -When pressed output will be stopped for at the most 10 sec
- ON/OFF Button -Separate ON and OFF button to start and stop the device
- Lead - Cable
- Warranty -2 Years

7. Transport Incubator:

- Incubator with air/skin mode heating, collapsible trolley with provision to keep re-fillable oxygen cylinder and battery.
- Incubator with Double Wall Canopy, Front and Head End Access Doors with Access portholes and Tubing Access Ports. (2 access doors, 2 disposable infant restraint straps, 1 Iris port, 2 Quiet Touch port doors. 6 tubing ports)

- Digital Displays of Air and Baby Skin Temperatures, set range 22.0° C -38° C (71° F -100° F)
- Indicators for Mains and Battery Modes of Operation
- Indicator for Battery Power Capacity: Battery condition status 4 LED indication of battery charge and heater power condition 25-100%. Maintenance free, re-chargeable. Should support all functions together continuously for at least 2 hours
- Examination Light.
- Power mode Illuminates AC, DC, or external DC, AC and 12VDC Connectors.
- Front mounted gas content display
- Comprehensive Alarm System: Alarm indicators for High temp, Power fail, Sensor fault, Heater temp, Air flow, Low DC
- 10.2D or 2E size tank mounts The tank mount permits mounting gas cylinders with a diameter of up to 4.5 in (11.6 cm) and up to 34 in (85 cm) in length
- Should have O₂ concentration range 21% to 58% minimum
- Should have Noise level <60 dBA
- Humidity pad Holds 400 ml.(14 oz) sterile distilled water with no significant spillage for up to 45° tilt in either direction with relative humidity 50 to 70% for 10-12 hours using humidity pad
- Air filter Removes >99% of airborne particles greater than 0.5 micron diameter
- Controller Displays: On/standby Illuminates when “On”
- Storage temperature -40° C to 70° C ambient.
- Trolley: Sturdy trolley, sturdy & shock absorbing wheels. Space for accessories
- Power : On mains 230V AC +10%, 50 Hz + 3%
- Should have Optional Features like Accessory shelf, IV pole, High Hood, Pressure Regulator and Flow meter
- In built pressure limited time cycled ventilator preferable.
- The system should have European CE and/or US FDA approved. Manuals: Operator & Service manual should be provided.
- Maintenance: Warranty - 2 years and CMC for 5 years after warranty.
- Training of hospital engineers & staff.
- Demonstration is compulsory.
- Rates of consumables & accessories should be freezed for 8 years.

8. Digital Microscope

<u>Optical System</u>	Achromatic High Contrast Optical system
Observation tube	Trinocular 30° inclined Side not pf 360° rotatable, Interpupillary distance adjustment range : 48-75mm
Eyepiece	Wide field Focusable 10x/22mm Field No.: 22
Objective	Plan Achromatic 4x , 10x, 40x & 100x Oil
Nosepiece	Reverse angle Quadruple revolving with click stop
Stage	216 (W) X 150 (D) mm with low drive control Stage movement (XY direction) Traveling range : 75mm (X) x 50mm (Y) Ceramic graphite coated stage
Condenser	Abbe Condenser NA 1.25, with Iris and Center Adjustable
Focusing	Coaxial Coarse and fine focusing
Illumination	Kohler 3W/LED, Brightness adjustable
Power Input	220-240V AC, 50Hz
Microscope Camera VISION — 3100	USB Camera: VISION 3.1 MP USB2 Sensor : APTINA Sensor Pixel Size. 3.2 um X 3.2 um Frame Rate : 8fps Out port USB2.0 Sensor type : UCMOS

	Sensor format: 1/2" With 23mm Photo Eyepiece With VIEW Capture software & Linear Measurement Software
Warranty	2 Years

9. C- Arm

<u>Tube Head/ Generator</u>	
Heat capacity (Total Housing)	1150 KHU
Console	Touch screen & Movable
Cooling system features	Self-contained oil cooling
Focal spot size, mm	0.6/1.8
Radiographic mode, mm	1.8
Fluoroscopic mode, mm	0.6
Type	HF Converter – Monoblock
Power rating, kW @ 100 kVp	3.5kW
mAs range	0.5mAs-240mAs
kV range	40-110 kV
mA range	up to 10 mA
Pulsed fluoroscopy	Yes
<u>Image Intensifier</u>	
Diameter, cm (in.)	9, 6, 4.5 inches IITV
IITV Acquisition Matrix	1kx 1k
Type / Resolution of Camera	CCD / 1,024 x 1,024
<u>Workstation</u>	
Monitors Size, cm (in.)	DUAL 19 " Inch, Medical Grade LCD 1280x1024
CINE Loop	Yes (with 300 Frames)
Video storage type	Hard disk, CDDVD burner, USB
Capacity, number of images	100,000 plus (1 TB)
Image matrix size	1,024 x 1,024
Last-image hold	Yes
PACS interfaces	Ethernet, LAN
Hard-copy devices	Local network integrated printer, DVD-R, thermal paper film printer, USB
<u>Mechanical</u>	
Free space, cm (in.)	78
C-arm Depth	68 cm
Orbital rotation, degree	135 (90 underscan45 over scan)
Horizontal travel, cm (in.)	20 cm +/-1cm
Vertical travel, cm (in.)	45 cm +/-2 cm
Panning motion, degree	12.5° Either side
Pivot rotation, degree	180° +/-10% angulation
Reverse position	Yes

Certifications	USFDA ,CE,AERB
Electrical Safety Standard	i) Electrical safety conforms to the standards for electrical safety IEC 606011- General requirements (or equivalent BIS Standard) ii) Shall meet internationally recognised standard for Electromagnetic Compatibility (EMI/EMC) for electromedical equipment: 61326-1.
Integrated Laser Aimer	Centre the ROI without any exposure
Virtual Collimation	Collimated region shown on Live monitor without administering extra exposure
Soft Shutter	Soft Shutter Collimation for dense anatomy (Bones) display along with soft tissue
Hard Shutter	Perfect rectangular Collimation ROI
Iris Collimation	Perfect circular Collimation
LIH (Last Image Hold)	LIH on Live monitor, to avoid extra exposure
<u>Dose Monitoring</u>	
	Display dose delivered to patient during procedures, Last Dose, DAP, Dose rate
	Display accumulated dose delivered to Patient after the procedure too
<u>Other Features</u>	
Storage	1TB storage (more than 100000 images can be stored) avoids repeated backup
Cine Loop	300 frames loop, Frame by frame can be viewed and saved as jpeg
	DICOM cine loop can converted to MKV format so that it can play in VLC or other media player
	Multiple cine loops can merge in single MKV loop
Image Freeze	Image on Passive monitor can freeze to compare with every live image
Multiple Window	2 or 4 Images can viewed on single monitor with independent image processing option for better comparative study
Images	Can be exported
Neuro Navigation	Compatible
Print	DICOM, Paper Print
Torch	visualise better
Low Fluoro & High Fluoro Settings	Prevents unintentional high dose to patient
Warranty	2 Years

10. Automatic Brainstorm Response Screener

General specifications: Test Types: Otoacoustic Emissions OAE and Auditory Brainstem Response ABR • Screening Methods: Presence/Absence (OAE & ABR), Level (OAE), or Latency (ABR)

- Display: Pass/Refer/Noise
- Stimulus calibration
- On screen guidance
- Graphic display and control
- Reports: Simple or Detailed
- ABR tests: Using Comfort Cups or Probe
- Storage: Up to 250 patients
- Data Transfer: Infrared to computer or printer
- Wireless connectivity

OAE Operating Specifications:

- Automatic probe fit and noise analysis
- Frequency Range: 3,000 Hz to 5,000 Hz, $\pm 1\%$
- Level Measurement Accuracy: ± 1 dBSPL
- Dynamic Range parameters selected: 90 dB

ABR Operating Specifications:

- Stimulus types: Click 90-100 μ sec
- ABR waveform capture and display
- History capture and archives for audit
- Stimulus Rate: 40 to 60 per second
- Stimulus Intensity: 0 to 100dB in 5dB steps
- Input Frequency Range: 30Hz to 3,000Hz
- Waveform latency Delay: ± 0.4 msec
- Gain: 40-45 dB
- Automated Impedance Testing

Battery:

- Power supply: 230 V $\pm 15\%$, 50HZ $\pm 3\%$
- Battery charge indicator
- Operating life: Approximately 6 hrs
- Recharge time: Approximately 4hrs

Alarms:

- Low Battery
- Database Error
- Internal Circuit Error

Environmental:

- Temperature: - Storage: 30° F to 130° F; Operating: 60° F to 110° F; Relative Humidity: upto 90% Non-Condensing
- Should have inbuilt handle for easy transport
- Operation manual/service manual with circuit diagram
- All software upgrades shall be provided free of cost
- All standard accessories should be provided with the machine free of cost
- Two years (2) comprehensive warranty and five years of comprehensive maintenance contract after completion of warranty
- Technical Support and required spares and consumable for 8 years after warranty period is over and should be available • Demonstration compulsory
- Should confirm to international quality standards either USFDA/CE approved
- Operating and detailed service manual should be supplied
- Training of hospital engineers and staff
- User list and performance report
- Should have local service facility
- Calibration should be simple and user friendly

Accessories:

OAE probe with cable clip, Wireless charging mat, Sample Ear tip Pack, ABR Electrode cable, Sample Starter ABR Pack.

11. Biological Incubators

Description	Parameters
Internal dimension (W X D X H) mm	500 X 400 X 400
External dimension (W X D X H) mm	780 X 530 X 560
Chamber Volume [Litres]	80
Shelves [Nos]	2
Temperature range	RT+5°C-65°C
Display resolution	0.1°C Temperature stability ± 0.5 ° C
Type of heating	Forced air convection
Power consumption [Watts]/ Supply	350/220-240 Volts, 50 Hz Single Phase.

12. Audiometer

Technical Specification

Frequency Range

Air conduction range (kHz):	0.125, 0.25, 0.5, 0.75, 1, 1.5, 2, 3, 4,6,8
Bone conduction range (kHz):	0.25, 0.5, 0.75, 1, 1.5, 2, 3, 4, 6, 8
Frequency accuracy:	<1%
Distortion:	<2%
Test method:	Manual or automatic mode (AC and BC)
Tone present:	Continuous or interrupted, pulsed, warble

Output level range

Air conduction range:	-10dBHL to 120dBHL ± 3 dB
Bone conduction range:	-10dBHL to 70dBHL ± 3 dB
Output level step size:	1, 2, 5dB

Masking

Masking:	Narrowband and speech weighted noise
Output:	Headphones, insert earphones or insert masker
Insert masking output:	90dBHL max (250-4kHz)

Freefield

Output level range (FF):	Up to 90dB
No. of loudspeaker:	2

Special tests

Over threshold tests:	Stenger test, ABLB (Fowler), SISI, Tone decay (Cahart)
Simulators:	MHA, HLS

Communication

Talk over:	Integrated or external monitor headset
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Talk back:	External microphone
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Data management

Internal database:	10 audiograms
Optional printer:	MPT-II thermal printer
Data transfer:	Via USB to Amplisuite, Noah, OtoAccess® and other EMR systems
Languages:	English, German, Polish

Speech

Speech input:	PC, tape, CD or MP3 input or livespeech
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Safety & Standards

Safety:	IEC 60601-1 (plus UL, CSA & EN deviations)
EMC:	IEC 60601-1-2
Performance:	Type 2 (IEC 60645-1:2017), Type 3BE (ANSI S3.6:2010)
CE Mark:	Complies to EU Medical Device Regulation (MDR 2017/745)

Physical data

Display:	2 lines of 24 characters
Power:	100-240Vac 50-60Hz
Dimensions (L x W x H):	259 x 374 x 90mm
Weight:	1400g / 3.08lbs

Standard Equipment

- Standard audiometric headset
- Bone conduction headset
- Patient response switch
- Audiogram cards (50)
- Mains power adaptor
- Carry case
- USB cable (PC connection)
- Amplisuite PC software and Noah connection module

Optional equipment

- Monitor/masking earpiece and lead
- Combined microphone and monitor headset
- Talkback microphone
- Loudspeaker kit
- Audio cups (noise reducing headset enclosures)
- Insert earphones
- Portable Thermal printer and cable
- USB charger

13. Orthopaedic Operation Table

There should be manual foot pump function for all 5 electro hydraulic positions (height up/down, trendelenburg, side tilt, back up/down, table top slide) i.e., user can select the desired function from selector mounted on base, and then pump the foot pedal.

- Flex/reflex function to be available on remote control

- Auto level (return to zero) function available on remote control
- Table should have patient reverse orientation function to detect when head and Leg section are reversed during any surgical procedures.
- There should be memory function in the remote control for saving 2 memory positions, as per surgeon's comfort
- User shall be able to save or erase any memory.
- Table should have wired and wireless remotes both.
- There should be an anti-collision/ crush function under table top, i.e., it should automatically Detect if there is any object like c-arm, etc, under the table top, then it should prevent the collision automatically
- There should be an emergency panic button on the base, to cut of electrical supply in the unlikely case of any malfunctioning.
- Must be able to support heavy patients up to 250kgs.
- Stainless Steel Covered Base and Cylinder Covers for easy cleaning and hygiene
- Complete with Stainless Steel Side-Rails, Clamps, 1 set cushions for each section and Standard Accessories

Should be provided with following attachments:

- Orthopaedic Leg Traction Attachment (hanging type) with carbon fiber based bars for excellent Radiolucent properties, with screw controlled foot traction apparatus, Ortho Shoes radiolucent Perineal Post and Sacral Rest
- Hand traction device
- Radiolucent hand operating table
- Steinmein pin holder
- Tibia support
- Hip nailing support
- Popliteal support
- Universal side support (set of 3)
- Carbon fibre based Radiolucent Wilson type Spinal Surgery Frame, made of highly x-ray permeable CARBON FIBER material, for excellent C-arm imaging, with soft head rest and gel polymer based 2 arm rests, for optimum patient comfort. Well lubricated for life.
- Gel pads for head, chest, and feet- 1 set with each table.
- Pneumatic lift assist leg stirrups with contoured boot and soft cushions- 1 pair.
- There should be an accessory cart provided with each table to store the attachments.

Technical:

- Table top length: 2000mm
- Table top width: 500mm or more
- Table top height- minimum 600mm to max 1000mm
- Trendelenburg/rev trendelenburg- 25 degree
- Lateral tilt – 20 degree
- Back section – 80 degree up, 20 degree down
- Table top slide- 250-300mm
- Leg section- down 90 degree
- Head section: +45 degree, - 90 degree

Certifications:

- Company should be ISO certified.
- Should have USFDA or European CE from notified body.
- The manufacturer of the quoted product should have EN ISO 13485
- certificate issued from a notified body or ICMED 13485 (with or without plus)
- certificate issued from certification bodies accredited by NABCB or ISO
- 13485 certificate issued from certification bodies accredited by
- NABCB/Nationally Recognized Accreditation Board under IAF MLA.
- Should meets international quality & safety standards including EN60601-1.

14. ENT Surgical Operating Microscope

Type	Galilean
Total Height	Max 1870 mm
Fine Focus	Through Rack and Point Range 45 mm
Magnification	25x
Power Supply	230V 50 Hz Single Phase AC
Objective	Apochromatic Varioscope Objective Lens
Weight	80 Kg
Eye Piece	12.5x Wide Field High Eye Point
Head Swivel	90 Degree
Penta Arm Rotation	300 Degree
Power Consumption	200 Watt
Penta Arm Adjustment	500 mm
Mobility	Movable On 4 Castor Wheels
Light Intensity	80000 Lux
Binocular	Straight

15. Adult Paediatric & Neonatal ICU Ventilator

- 15.6" colour touch and tilt able screen
- Modes of Ventilation
- VC-A/C, PC-A/C, SIMV-VC, SIMV-PC, CPAP/PSV
- DuoLevl, PRVC, PRCV-SIMV, APRV
- Adaptive Minute Ventilation (AMV)
- Non Invasive Ventilation
- Adult, Pediatric, Neonatal Ventilation
- Automatic Tube Resistance Compensation - ATRC
- Displays real time three waveforms and loops
- Minimum tidal volume setting of 2 ml
- Monitoring of all pressures, Vt, freq, leak, Spn, R, C
- Advance Monitoring - PEEPi, P0.1, RSBI, NIF, WOB
- 96 hrs trends
- Battery Backup of 90 min

Scope of Supply Includes -

- SV 600 with Imported Trolley & Hinged Arm
- Oxygen & Air Hose
- Oxygen Sensor, Expiratory & Inspiratory Valve
- Adult Disposable Breathing Circuit
- Proximal Neo Flow sensor Kit

16. Multipara Monitor

- 12.1" colour LED Non touch Screen with 8 channel display
- ECG, SpO2, NIBP, DualTemp Port, Respiration, Dual IBP Port only
- 24 Arrhythmia and ST analysis
- 24 HR and NIBP Analysis
- Different type of screen layout i.e - Normal, Big Numeric, Mini Trend etc.
- Unique accessory cabinet
- Low power consumption and fanless design

- Lithium-ion Battery Backup of 240 mins
- LAN Port for central monitoring system

Scope of Supply Includes -

- uMEC 12 main unit
- 5 Lead ECG set adult
- Finger Clip SpO2 sensor for Adult
- NIBP Adult Cuff
- Temp Probe Skin Adult

17. Digital BP Apparatus:

Measurement method	Oscillometric Method
Measurement Range	Pressure: 0 to 299 mmHg
Pulse rate	Pulse: 40 to 180 beats/mm
Accuracy	Pressure: ± 3 mmHg
Power Source	4"AA"batteries 1.5v
Battery Life	1000 measurements
Measurable Arm Circumference	22 to 32 cm

18. Drinking Water Cooler:

Storage capacity	150 L
Cooling Capacity	150 LPH
No.of .Taps	2
Body Material	STAINLESS STEEL
Dimensions	564X564X1521
Colour	POLISHED
Evaporator	Skin type, Static Cooling
Condenser	Force Cooling
Condenser Fan	Available
Defrosting	Semi Auto mechanism
Rated Voltage	230 volts/50Hz/1 PH
Power consumption (In Watts)	1550
Foot	SS/Plastic
Storage Tank	SS 304
Safety Standards	ISO/BIS/CE
Warranty Period	2 Years

VI. PACKING SPECIFICATION

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. 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, 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

VII. SUPPLY LOCATION

Supply to be made on Door delivery basis to below address;

District Hospital, Satna, MP

VIII. PRE BID MEETING

- a) A pre-bid meeting will be convened to clarify the doubts of the prospective tenders. The corporation may or may not amend the terms and conditions as well as technical specifications of the tender document after the pre-tender meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- b) Date of pre-bid meeting is mentioned in NIT.
- c) Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective tenderers, as part of ensuing transparency in the tender process.
- d) It is an opportunity for the prospective tenderer to obtain all the details about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.
- e) It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution / funding agency, so as to make amendments in the tender document on the basis of expert advice.
- f) Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective tenderers to understand about the items tendered and the tender conditions.
- g) Filled up Tenders will be accepted only after the date of prebid meeting.

Section 2:

1. ELIGIBLE BIDDERS

Bidders are requested to submit the Tender processing fee and EMD online on or before the due date as mentioned in the NIT. The bidders who failed to submit the tender fee and EMD before the submission deadline will be considered as technically non responsive.

A Bidder should have following eligibility criteria as of the date of bid submission and should continue to meet these till the award of the contract.

- 1.1. All quoted equipment should have all valid and relevant quality certification necessitated in the tender.
- 1.2. Primary manufacturers/authorized agents/consortium are allowed to participate in the Tender. Manufacturer's authorization form in original may be submitted by participating authorized agents. If the bidder is a consortium, not more than 2 partners allowed to bid and all the partners shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractors under the Contract
- 1.3. Bidder should having a minimum average annual turnover of Rs.45 Lakh (Rupees Forty Five Lakh) during the last three years i.e., 2020-2021, 2021-2022 and 2022-23 (original/provisional) will only be eligible for participation. If consortium, then the lead partner shall have the average annual turnover of at least Rs.31.5 Lakh and member partner shall have at least of Rs.13.5 lakh, in the last three years, ending 31st March 2023.
- 1.4. Should have experience in supplying any similar or same medical equipment of at least any last three years purchase order having a cumulative purchase order value worth Rs.36 Lakh of three purchase orders or Rs.45 lakh for two purchase orders or Rs.72 lakh for one purchase order.
- 1.5. The bidder must invariably quote and technically comply for all the equipment. The financial bid shall only be opened for the bidder technical qualify for all the equipment. The L1 bidder shall be bound to supply all the items at the destination mentioned in the tender. The supply of the items means Supply, installation, Testing, commissioning handing over and acceptance of the equipment at District Hospital, Satna, MP
- 1.6. After the issuance of purchase order, the supplier must bring all the equipment to one location for a pre dispatch inspection, which shall be conducted by atleast two HLL officials. The entire inspection cost (travel/food/accommodation) of HLL for the same to be incurred by the supplier. Post inspection, based on HLL official clearance, the equipment may be dispatched to the destination.
- 1.7. The offered supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.
- 1.8. The tenderer or manufacturer of the equipment offered should be in the business of the supply and installation of same / similar equipment for the last three calendar years with in the country. Notarized documentary proof shall be submitted.
- 1.9. Bidder has to submit self-declared Non –Conviction certificate
- 1.10. 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.
- 1.11. Bidders who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the tender. A self declaration as per Annexure 14 with respect to this order must be submitted.

- 1.12. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI at Annexure 13 of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration as per Annexure 13 with respect to this order must be submitted.
- 1.13. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
- 1.14. (a) Bidder/ manufacturer who has been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate in the tender during the period of de-recognition/debarment/banned.
- (b) Any bidder who has been convicted by a competent court of law for supplying (NSQ/ Spurious/ Adulterated/ Misbranded etc.) drugs within a period of last 3 years from the date of floating of tender shall not be eligible to participate in the tender.
- (c) Any bidder who is a distributor/ authorized agent then they should ensure that their Principal manufacturer is not been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate in the tender during the period of de-recognition/debarment/banned.

2. COST OF BIDDING

- 2.1 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.
- 2.2 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.

3. GETTING INFORMATION FROM WEB PORTAL

- 3.1. 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.
- 3.2. 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.

- 3.3. 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.

4. BIDDING DOCUMENTS

4.1. Content of Bidding Documents

The bidding documents shall consists of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
- b. General Instruction to Bidders
- c. Instructions to Bidders
- d. General Conditions of Contract (GCC)
- e. Special Conditions of Contract (SCC)
- f. Annexures to Bid
- g. Product List

- 4.2. 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.

- 4.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

5. CLARIFICATION OF BIDDING DOCUMENTS

- 5.1. 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.
- 5.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

6. AMENDMENT TO BIDDING DOCUMENTS

- 6.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 6.2. 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.
- 6.3. If the addendum thus published does involves 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.

7. PREPARATION OF BIDS

7.1 Language of the Bid

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

7.2 Documents to be submitted along with the Technical Bid

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

- a) Self Declaration as per Annexure 1
- b) Bid form as per Annexure-2
- c) Complete technical details, product brochure, literature, printed pamphlets/leaflets, product data sheet.
- d) Self-declared Non –Conviction certificate to be submitted.

- e) Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
- f) Copy of GST Certificate (self-attested copy)
- g) Copy of Permanent Account Number (Self-attested Copy)
- h) Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self-attested Copy).
- i) Undertaking letter for replacement of complaint/defective goods as per Annexure-3
- j) Product List – Annexure 4
- k) Undertaking Letter – Annexure 5
- l) Authorization letter for all the 18 equipment from the respective manufacturer (Original) must be submitted as per Annexure 6 or consortium agreement as per Annexure 16
- m) Documentary proof attested by Chartered Accountant for establishing the average annual turnover having a minimum average annual turnover of Rs.45 Lakh (Rupees Forty Five Lakh only) during the last three years i.e. 2020-21, 2021-2022 and 2022-2023 (original/provisional) as per Annexure 7. If consortium, then the lead partner shall have the average annual turnover of at least Rs.31.5 Lakh and member partner shall have at least of Rs.13.5 lakh, in the last three years, ending 31st March 2023.
- n) Last three year (2020, 2021, 2022) purchase orders having a cumulative value worth Rs.36 Lakh of three purchase order or Rs.45 lakh for two purchase order or Rs.72 lakh for one purchase order to prove experience in supplying similar / same medical equipment as a proof of experience
- o) Annexure 8 - Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”
- p) Duly filled, signed and sealed Annexure 9 - Indemnity Certificate
- q) Annexure 11 - Check List
- r) Annexure 12 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)
- s) Annexure 13 – Technical Compliance Sheet
- t) Annexure 14 - Make In India Preference (Self Declaration)
- u) Annexure 15 - Pre Contract Integrity Pact
- v) Annexure – 16 – Consortium Agreement (if applicable)

Note: If any of the above document are not applicable for eligible bidders then they shall attach a “NOT APPLICABLE “statement mentioning the justification for the same.

All Annexures must be dully signed and sealed while submitting the same.

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. Bid Prices

- 8.1 The Bidder shall bid as described in the Bill of Quantities.
- 8.2 The rates quoted by the Bidder shall include cost of the material, freight charges, Insurance or any other charges and applicable GST on **Door delivery basis to the designated delivery location.**
- 8.3 The rates and prices quoted by the bidder shall remain firm during the entire period of contract and may be renewed on mutually agreed terms & conditions for a further period.
- 8.4 AMC and CMC cost to be provided separately as per the format. However this cost shall not be consider for L1 price evaluation.

- 8.5 Price comparison during evaluation will be done on the Unit basic price of the product excluding GST. The unit basic price of the product shall include cost of the material, freight charges, Insurance or any other charges excluding GST for door delivery basis at **District Hospital, Satna, MP.**
- 8.6 If a firm quotes NIL Charges/ consideration, the bid for that item(s) shall be treated as unresponsive and will not be considered.

9. CAMC Rates

Tenderer shall also quote CAMC rates for a period mentioned in this tender after comprehensive warranty period. The Rates of CAMC for the prescribed period shall be shown separately in the respective columns of price bid format (BOQ). The price of CAMC shall not be considered for L1 price bid evaluation. The decision to enter into CAMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority or User Institution, at its discretion

The cost of CAMC which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey.

The uptime warranty will be 95 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.

All software updates should be provided free of cost during CAMC period.

The stipulations in Technical Specification will supersede above provisions.

The supplier has to keep sufficient stock of spares required during Comprehensive Annual Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

10. Currencies of Bid and Payment

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

11. Pre-Dispatch Inspection

After the issuance of purchase order before sending the equipment to the destination, the supplier shall arrange for demonstration of offered items at one location at own cost, either directly or through authorized Dealer /Distributors, as the case may be, for verification by the Tender Inviting Authority, whether the offered items meets the technical specification, accuracy and other quality parameters as indicated in tender, if required by the Tender Inviting Authority. Supplier should arrange and bear the cost of travel, accommodation of the HLL officials. Post inspection, based on HLL confirmation supplier may proceed to supply the equipment to District Hospital, Satna, MP

12. SUBMISSION OF BIDS

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.

The tender is invited in 3 **Envelope system** from the registered and eligible firms at CPP Portal.

a) Envelope - 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 : State Bank of India
A/c number : 30307560166
IFSC Code : SBIN0004350
Branch name : Commercial Branch, Thycadu, Thiruvananthapuram

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

NOTE

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

b) Envelope - II (Technical bid):

Technical Bid should contain dully filled, signed and scanned soft copy documents as mentioned in Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid - Section 7.2.

c) Envelope – III (Financial Bid): The Financial e-Bid through CPP portal:

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, pricw 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.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The Unit basic price of the product shall include cost of the material, freight charges, Insurance or any other charges excluding GST for door delivery basis to our delivery location(s) and the same has to be entered in the Basic Unit rate column of BOQ.
- (ii) HSN Code and GST amount as applicable in appropriate column of BOQ.
- (iii) The total unit cost in figure and words.
- (iv) Prices shall be quoted in Indian Rupees.
- (v) If a firm quotes NIL Charges/ consideration, the bid for that item(s) shall be treated as unresponsive and will not be considered.
- (vi) If the Tenderer desires to ask for GST to be paid extra, the same must be specifically stated in the allotted column of BoQ. In the absence of any such stipulation or mentioned as zero then the price will be taken inclusive of GST and no claim for the same will be entertained later
- (vii) Price comparison during evaluation will be done on the Unit basic price of the product.

- (viii) In case bidders quoted different GST amount or percentage for the same item, in such case GST amount ascertained/ decided by the purchaser shall be final
- (ix) The need for indication of all such price components by the tenderers, as required in BoQ is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

Note:-

1. 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:
 - a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
1. 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.
2. 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.

13. Deadline for Submission of the Bids

- 13.1 Bid shall be received only online on or before the date and time as notified in NIT.
- 13.2 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).

Modification, Resubmission and Withdrawal of Bids

- 13.3. 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.
- 13.4. 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.
- 13.5. 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.

14. BID OPENING AND EVALUATION

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.

15. Bid Opening Process

- 15.1 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.

Envelope - I: Envelope- I Opening date shall be as mentioned in NIT Document. (Envelope – I shall contain scanned copy of Tender Fees and EMD).

Envelope - II: Opening date shall be as mentioned in NIT. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through e-tendering portal.

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. In extraordinary circumstances the bidders may be requested to submit the deficient documents intimated through the e-tendering portal additionally by e-mail (As mentioned in the NIT).

Envelope - III: The technically qualified bidders, financial bids shall be opened as per Eligibility Criteria. (Depending on evaluation of Envelop I, the date shall be intimated through CPP Portal)

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.

15.2. Confidentiality

15.2.1. 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 favour of the successful bidder.

15.2.2. 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 Bidders' bid.

15.3 Clarification of Bids

15.3.1. 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.

15.3.2. 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.

15.4. Examination of Bids, and Determination of Responsiveness

15.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT and the required documents and certificates.

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

A material deviation or reservation is one:-

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

- 15.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 15.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.
- 15.4.5. 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.
- 15.4.6. In case only single bid is received, then the purchaser reserves the right to accept/reject the bid as per prevailing norms of GFR and CPP portal, or to go for retender.

15.5. Negotiation on Bids

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

16. BID VALIDITY

- 16.1. Bids shall remain valid for the period of **180 (One Hundred and Eighty)** days from the date of opening of the technical bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non-responsive.
- 16.2. 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 email. A bidder may refuse the request without forfeiting its bid security (if applicable). A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

17. STATUTORY EXEMPTIONS:

- **MSME** - Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this tender.
- **PPP MII** - Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self declaration to be submitted to claim MAKE IN INDIA preference.

18. BID SECURITY (EMD)

18(a)

- i) The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT).
- ii) Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- iii) The Bid Security (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.
- iv) The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI/Work order.
- v) In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Security deposit within 7 days from the date of award / Letter of Intent / Notification of Award
- vi) The bid security may be forfeited/ blacklisted/ de-barred from participating in HLL tenders for a period of 2 years

vii) The Bid Security may be forfeited:

(a) If a Bidder:

- Changes its offer/bid during the period of bid validity or during the validity of the contract.
- Does not accept the correction of errors

(b) In the case of the successful Bidder, if the Bidder fails:

- To sign the Agreement
- To deliver the material within stipulated time frame as per PO.
- To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
- To acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.

viii) In such cases the work shall be rearranged at the risk and cost of the selected bidder

ix) The Bid Security deposited will not carry any interest.

19. TENDER PROCESSING FEE

19.1 For e-tenders, the mode of remittance of Tender processing Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender

19.2 Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.

19.3 Tender Fee remitted will not be refunded.

20. ALTERATIONS AND ADDITIONS

20.1 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.

20.2 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.

21. INDEMNIFICATION CLAUSE

In case of any Adverse Drug Reaction / untoward side effects occurred due to the administration of the product supplied by your organization, the manufacture/ supplier shall be held liable for any legal or any other proceedings initiated by the Government of India / State Government Authorities. The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 09

22. SECURITY DEPOSIT

22.1 Within 7 days of the receipt of notification of award of empanelment from the purchaser; the successful Bidder(s) shall furnish the security deposit in the form of a Demand Draft or Bank Guarantee.

22.2 The EMD submitted by the successful Bidder(s) shall be converted to Security Deposit and shall be refunded to the Bidder(s) only after the expiry of the contract.

22.3 In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Security deposit within 7 days from the date of award of empanelment, else the empanelment shall be treated as cancelled. Failure of the successful Bidder(s) to accept the notification of award or submission of security deposit within the time frame shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which even the purchaser/owner may make the award to the next lowest evaluated Bidder(s) or call for new bids.

23 PERFORMANCE SECURITY

Within seven (7) days from date of the issue of notification of award by the Purchaser, the contractor, 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 60 days after the date of completion of 1-year warranty period / all contractual obligations by the contractor, including the warranty obligations, initially valid for a total period of minimum 14 months from the date of Notification of Award.

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 X of this document in favour of the Purchaser. The validity of Bank Guarantee will be for a period up to sixty (60) days beyond respective Warranty Period.

In the event of any failure /default of the contractor 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 contractor with or without any quantifiable loss to the Purchaser.

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

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

24 FORFEITURE OF SECURITY DEPOSIT

If the successful bidder / Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the security deposit furnished will be forfeited / Bank Guarantee encashed.

25 PAYMENT TERMS

25.1 All Payments to be disbursed by the Client Department (Power Grid Corporation of India Limited) against recommendation of the Project Management Consultant (HLL) based on the tender terms & conditions.

- a. 10% of the contract amount shall be released by M/s Power Grid as advance amount against advance bank guarantee. The advance bank guarantee should be addressed to M/s Power Grid Corporation of India Limited
- b. **80% of the payable amount shall be released by M/s Power Grid Corporation Limited within 30 days.**

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

- a) Detailed Invoice
- b) Receipted Delivery Receipt, Packing List etc.

- c) Guarantee/ Warranty Certificate
 - d) Manufacturer's certificate for quality of material
 - e) Insurance Policy/ Certificate
 - f) Physical Verification and acceptance of material by HLL / Hospital authority
- c. **Remaining 10% will be released by M/s Power Grid against performance bank guarantee valid up to 60 days after the date of completion of 1-year warranty period / all contractual obligations by the contractor, including the warranty obligations, initially valid for a total period of minimum 14 months from the date of Notification of Award.**

The invoice should be mentioned as follows;

Billed to

**Norther Region- I HQ,
SCO Bay No.5 to 5 Sector-16 A
Faridabad- 121002 PH: 0129-2666500**

Shipped to – District Hospital, Satna, MP

- 25.2 After the submission of Performance Guarantee and its acceptance, the Bid Security will be refunded to the successful bidder.
- 25.3. Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.
- 25.4 HLL will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to HLL.

26 DELIVERY

Goods must be delivered within 30 days of issue of Notification of Award /Letter of Intent / Purchase order by HLL.

27 DELAY IN DELIVERY OF GOODS

27.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Notice of award/ Letter of Indent / Purchase order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods , the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

If the vendor fails to deliver the full ordered quantity even during extended delivery period then the Notice of award/ Letter of Indent / Purchase order shall be short-closed.

- 27.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages. Levying of penalty shall be on a case to case basis.
- 27.3 In case of delay in supply the clause number 18 in GCC (Liquidated Damage) will be applicable.

27.4 If L1 defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from an alternate supplier or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to forfeit the performance security / Security Deposit in the event of default. In addition the

purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

28 After Sales Service conditions:

After sales service center 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 5 years + 1 year defect liability period from the date of supply

29 Warranty terms:

The bidder must provide warranty for 1 years from the date of supply.

30 Training

The successful tenderers have to impart on-site training to Doctors/ Technicians/para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution to the satisfaction of the Tender Inviting Authority and User Institution.

31 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.

32 Imported Equipments

32.1 The Tender Inviting Authority shall no way involve in the import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.

32.2 The tenderers shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported

33 TAXES AND DUTIES

The Bidder shall bear and pay all taxes, duties, levies, GST and charges assessed on the bidder by all municipal, state, or national government authorities, loading & unloading charges etc in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder

34 INSPECTION AND TESTS

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 GCC Clause15.

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.

35 INDEMNITY

The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 9

36 SHORT SUPPLY:

If any shortages in sealed boxes are detected, then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its purchase value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent purchase value corresponding to quantity found short.

37 PARALLEL RATE CONTRACTS:

HLL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.

The purchaser also reserves the rights (1) to enter into parallel Price Agreement(s)/Contract(s) simultaneously or at any time during the period of the Price Agreement/Rate Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this Rate contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the purchaser (whose decision shall be final) may determine.

38 IN CASE OF DEFAULT

The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

39 RISK PURCHASE

If L1 or any other parties' defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods an alternate supplier or from market at the risk and cost of L1 supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and L1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

40 FORCE MAJEURE

40.1 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 not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

40.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

41 GOODS REPLACEMENT:

If goods are found to be defective during the sample testing by HLL or Quality related market complaint, on arrival of the material at designated HLL delivery point, supplier must replace the quantity free of cost with fresh batch upon demand by HLL. However replacement of goods will be accepted by HLL subject to the concurrence from the ordering institute else the purchase order will be cancelled and Clause 24 (Delay in delivery of goods) will be applied under the discretion of HLL.

42 CLARIFICATIONS ON BIDS

During the bid evaluation, HLL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted

43 CONTACTING HLL

- a) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to sdrbdsouth@lifecarehll.com.
- b) If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

44 HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.

The purchaser does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.

The purchaser reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.

The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidders due to such changes, if any.

Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.

The purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to 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 ground for the purchaser's action.

45 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions.

46 EVALUATION AND COMPARISON OF BIDS

- 46.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.
- 46.2 Price comparison during evaluation will be done on the Unit basic price of the product excluding GST. The unit basic price of the product shall include cost of the material, freight charges, Insurance or any other charges excluding GST for door delivery basis to our delivery location(s)
- 46.3 Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for each item.

47 SETTLEMENT OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation. Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto. The conduct of such arbitration shall be in English. Subject to arbitration, the Courts at Thiruvananthapuram alone shall have

jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

48 MAJOR RESPONSIBILITIES OF SUPPLIER

- a. The suppliers have to supply the goods as per the delivery schedules and quantity mentioned in the Notification of award/ Letter of Indent/ Purchase order. Supplies made shall be in strict conformance with the stipulations of tender specification and the respective Notification of award/ Letter of Indent/ Purchase orders.
- b. The successful bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Notification of award/ Letter of Indent/ Purchase order.
- c. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel except that caused by HLL.
- d. Any product related legal issues shall be handled and connected expenses therewith shall be borne by the bidder/ manufacturer only.
- e. Any product related cases shall be handled and connected expenses therewith shall be borne by the contract manufacturer only
- f. The bidder must undertake to provide the purchaser the consignment number (s) by which the items ordered had been dispatched from their sites, so as to have online/web access to the tracking system of physical movements of the consignments sent through the courier.
- g. The supplier should submit the internal lab reports for the supplies made to HLL. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection). HLL may analyse the sample drawn from the goods received at depots/C&FAs. In case of sample testing failure at third party lab/ HLL's lab or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost including the freight charges for collecting back the rejected items from HLL warehouses & resupply or refund the payment for such rejected quantity equal to its Door delivery value if the payment is already made.

49 The final quantities mentioned in Annexure 4 may vary as per the final requirement and the order may be placed in single or multiple lots during the bid validity period.

50 GOVERNING LANGUAGE

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

51 AWARD CRITERIA

The Purchaser will award the contract with the successful bidders whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid for the entire list of equipment (18 items) mentioned in the bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

52 NOTIFICATION OF AWARD

52.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email, to be confirmed, that its bid had been accepted.

52.2 The notification of award will constitute the formation of the contract.

52.3 The notification of award/ Letter of Intent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Intent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same failing which ,the purchaser shall have the right to cancel the order. The conditions mentioned in the Notification of award/Rate contract agreement/Letter of Intent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same. In case of any default in any of the condition of the Notification of award/Letter of Intent/ Purchase order, the purchaser reserves the rights to invoke Bid Securing clause.

52.4 The Purchase order (PO) / Notice of award is liable to be cancelled, if the supplier is unable to comply with or violates any of the terms and conditions laid down in the Purchase order/ Notice of Award. Therefore, up on such cancellation of PO/ Notice of award by HLL, the Supplier will be liable to refund the outstanding advance amount forthwith.

52.5 The successful bidder shall confirm the acceptance of the Notice of award/Purchase order as per the terms & conditions of the tender by signing and returning the duplicate copy of Purchase order (PO)/Notice of award within 5 days from the date of issue of the of purchase order/ Notice of award, failing which HLL shall have the right to reject the purchase order/ Notice of award.

53 TERMINATION

HLL reserve right to terminate/ cancel the Notification of award/ Letter of Indent/ Purchase order at any time for any reason without any liability on HLL.

54 FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/ charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

55 CORRUPT OR FRAUDULENT PRACTICES

The purchaser requires that the bidders, suppliers and contractors 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.

The Purchaser will reject the 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.

56 SHELF LIFE

The supplier shall supply only brand new machines. i.e. The date of manufacturing should be less than six (06) months from the date of delivery.

57 FLEXIBILITY OF PRICES

The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

58 LICENSE AND PERMITS

The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.

59 INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The email id of the Independent External Monitor for HLL is given below.

Email id: iemhll@lifecarehll.com

60 RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDERS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 12) with respect to this order must be submitted.

61 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE's)

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this tender.

62 PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government

Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 15.

63 SPLITTING OF ORDER

In case of critical/vital/safety/security nature of the item, large quantity under procurement, urgent delivery requirements and inadequate vendor capacity, HLL reserves the right to split the contract quantity between the bidders. The splitting ratio shall be at the discretion of HLL. The lowest rate accepted would be counter offered to the L2 party. On acceptance of the counter offer, the order will be placed on L2 for the respective percentage. In case of non-acceptance of the counter offer by the L2 party, a similar offer shall be made to L3 and L4, and so on.

64 Goods and Services Tax (GST) :

- a) If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature with HSN code of Goods and Services Tax applicable should be correctly shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- b) In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
- c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of taxes/duties must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

Section - III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in Notification of award/ Letter of Indent/ Purchase order and accepted by the Purchaser.

2. APPLICATION

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

3. STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

5. SUBCONTRACTS

The supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

6. CONTRACT AMENDMENTS

6.1 Subject to GCC Clauses, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

7. PATENT RIGHTS

7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7.2 Any product related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

8. INSURANCE

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “Warehouse to Warehouse” (Final destinations) on “All Risks” basis including War Risks and Strike.

9. CHANGE ORDERS

9.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) The method of shipping or packing
- (b) The place of delivery; or
- (c) The services to be provided by the Supplier.

10. ASSIGNMENT

10.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser’s prior written consent.

11. TERMINATION BY DEFAULT

11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;

- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
- (b) If the Supplier fails to perform any other obligation(s) under the contract.

11.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract till such time.

12. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

13. APPLICABLE LAW

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

14. NOTICES

14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party’s address specified in Special Conditions of Contract.

14.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is

later.

15. TAXES AND DUTIES

Supplier shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser.

16. PACKING

16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.

16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

17. DELIVERY AND DOCUMENTS

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Letter of Indent / Notification of Award / Purchase order. The details of dispatching and/or other documents to be furnished by the Supplier are specified in SCC, if any.

18. LIQUIDATED DAMAGES

If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. However, H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, penalty as mentioned above would apply. In the event of H.L.L rejecting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, then the party is liable to repay HLL any advance amount which was paid by HLL, failing which HLL will have the right to initiate legal proceedings against such party/ successful bidder. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

19. RESOLUTION OF DISPUTES

19.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

Section - IV

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

There are no special conditions or contract for this tender and all other conditions mentioned in other sections stands valid.

SELF - DECLARATION

Tender: Supply of Medical Equipment and Machines at District Hospital, Satna, MP.

Tender No. HLL/SD/2023-24/TENDER/17

To,
Vice President (SD)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)
Website – www.lifecarehll.com

Dear Sir,

We certify that We or our Principal Manufacturer (if applicable), have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the product quoted, submitted by us against this Tender.

Also certify that the quoted products possess relevant quality assurance certification issued by the concerned authorities for all the offered products.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India / Drug Controller, our BID will be considered as Non-responsive.

We hereby declare that the facts furnished for the purpose of this tender are correct and true to the best of our knowledge. We are well aware that any discrepancy in the same makes us liable for disqualification / debarment / appropriate action by the tenderer.

Date:
Place:
Designation:
Seal:

Signature:
Name:

Annexure-02

BID FORM

Ref:

Date:

To,

Vice President (SD)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)
Website – www.lifecarehll.com

Dear Sir,

Tender: Supply of Medical Equipment and Machines at District Hospital, Satna, MP.
Tender No. HLL/SD/2023-24/TENDER/17

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the Bidding Documents for the total amount against the Product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall Commence work and shall make all reasonable endeavour to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 06 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for all medical equipment at District Hospital, Satna, MP and all other related activities.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We, the Bidder shall indemnify, defend and hold harmless Government of India, HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer/Bidders. (iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or any affiliate.

We agree to all terms and conditions of the Bid Document and subsequent amendments.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Annexure-03

**UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE
GOODS**

Tender: Supply of Medical Equipment and Machines at District Hospital, Satna, MP.

Tender No. HLL/SD/2023-24/TENDER/17

To,
Vice President (SD)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)
Website – www.lifecarehll.com

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver fresh batch to HLL stores/ warehouse free of cost within 30 days, subject to approval from HLL. We (name-----) shall also bear the transportation charges for collecting back the compliant/rejected batches or goods and the transportation charges incurred for making the replacement.

Signature _____
Name _____
Designation and Common Seal
Station _____
Date _____

Annexure-04

PRODUCT LIST

Tender: Supply of Medical Equipment and Machines at District Hospital, Satna, MP
TENDER No – HLL/SD/2023-24/TENDER/17 Dated 20.11.2023

SL.NO	Item Name	Quantity (in nos)
01	Portable Ultrasound Machine with LED Monitor	1
02	EEG Machine	1
03	EMG Machine	1
04	ECG Holter with Monitor	1
05	Spirometer with Flowmeter	1
06	Dual Chamber Pacemaker	1
07	Transport Incubator	1
08	Digital Microscope	1
09	C- Arm	1
10	Automatic Brainstorm Response Screener	1
11	Biological Incubators	1
12	Audiometer	1
13	Orthopaedic Operation Table	1
14	ENT Surgical Operating Microscope	1
15	Adult Paediatric & Neonatal ICU Ventilator	1
16	Multipara Monitor	1
17	Digital BP Apparatus	1
18	Drinking Water Cooler	1

- ***In BOQ, Bidders are requested to quote for per unit rate only***
- ***Bidder must invariably quote for all the 18 equipment***
- ***GST amount for per piece to be mentioned (percentage of GST cannot be entered).***

ANNEXURE – 5

UNDERTAKING LETTER

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

We hereby undertake and duly agree that, we have been intimated by M/s HLL Lifecare Limited and we fully aware that the complete eligible payment as per contract milestone for those works executed / good supplied / services provided in relation to this tender notification No:..... Will be directly received from Power grid Corporation of India as per following legal address and contacts.

Region Address:

Norther Region- I HQ,
SCO Bay No.5 to 5 Sector-16 A
Faridabad- 121002
PH: 0129-2666500

Corporate Address:

M/s Power Grid Corporation of India Limited,
B9, Qutub Institutional Area, Katwaria Sarai
New Delhi- 110016 & CSR Department at Plot No-42,
Sector-44, Gurgaon,
Haryana- 122003

We also aware that the Bank Guarantee received by HLL Lifecare Limited in relation to this tender notification No: ----- will be surrendered and the custodian of any statutory / financial documents will be Power Grid Corporation of India only.

Hence whatsoever claim related to statutory / financial handling like receipt of payments, guarantees, LC payments, Warranty claims, and penalty claims etc., we hereby acknowledge and duly agree that Power Grid Corporation of India is solely responsible for us after successful award of contract.

Authorized Signatory Sign & Seal

Annexure-06

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

To

Dear Sir,

Bid Ref. No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ Registered office at _____ possessing Manufacturing Licence No. _____, dated _____, valid upto _____ (copy enclosed) do hereby authorize M/s _____ (Name and Address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above mentioned tender.

No company or Firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the tender conditions for the goods offered for supply against this invitation for bid by the above firm.

Your faithfully,

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

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

**For and behalf of the firm
(Firm Name & Address)**

Annexure 07

TURNOVER DECLARATION

. FINANCIAL STATEMENT

Name & Address of bidder:

Financial Year	Annual Turnover (In Rs.)
2019-2020	
2020-2021	
2021-2022	
Total annual turnover for the 3 financial years	
Average annual turnover for the 3 financial years	

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

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

Signature and stamp of Chartered Accountant

Signature and stamp of the bidder

Annexure 08

Category details of organization

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSME category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	
5	Whether the MSE organization is registered under MSE Type of Enterprise ' Manufacturer '	

***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 registration certificate should be submitted along with the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure 09

To,
Vice President (SD)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)
Website – www.lifecarehll.com

INDEMNITY CERTIFICATE

Dear Sir,

As a supplier to HLL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or the manufacture of the products or out of any defect (whether obvious or hidden) in the products or arising from the indemnifier's failure to comply with applicable laws.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Annexure 10

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. Date.....

NOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

signed on(insert date of the Contract)..... between you and M/s (Name of Contractor),

(or)

vide notification of award issued on(insert date of the notification of award)..... by you to M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor)

..... ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract

signed on(insert date of the Contract)..... between you and M/s (Name of Contractor),

(or)

vide notification of award issued on(insert date of the notification of award)..... by you to M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor)

..... ("the Contractor") and the Contract ("the Contract") signed on(insert date of the Contract)..... between you and M/s (Name of Associate), having its Principal place of business at(Address of Associate) and Registered Office at(Registered address of Associate)

....., the Associate of the Contractor for executing the Facilities concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably

guarantee payment to you up to i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email_____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email_____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

Annexure 11

CHECK LIST

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2.	EMD/ Tender Fee in the form of BG/DD (copy of the NEFT/RTGS details)			
3	Tender document duly signed and stamped in all pages along with corrigendum(if Any)			
4	Complete technical details, product brochure, literature, printed pamphlets/leaflets, product data sheet			
5	Purchase orders having a cumulative value worth Rs.36 Lakh of three purchase order or Rs.45 lakh for two purchase order or Rs.72 lakh for one purchase order to prove experience in supplying similar / same medical equipment as a proof of experience			
6	Copy of Udyog Aadhaar, in case of MSME bidders			
7	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
8	Documentary proof attested by Chartered Accountant for establishing the average annual turnover having a minimum average annual turnover of Rs.45 Lakh (Rupees Forty Five Lakh only) during the last three years i.e. 2020-21, 2021-2022 and 2022-2023 (original/ provisional) as per Annexure 7. If consortium, then the lead partner shall have the average annual turnover of at least Rs.31.5 Lakh and member partner shall have at least of Rs.13.5 lakh, in the last three years, ending 31st March 2023.			
9	Self-declared Non –Conviction certificate to be submitted.			
10	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
11	Authorization letter from manufacturer (Self–attested Copy).			
12	Annexure 1 - Self Declaration			
13	Annexure 2 - Bid Form			
14	Annexure 3 - Under taking letter for replacement of complaint/defective goods			
15	Annexure 4 – Product List			
16	Annexure 5 – Undertaking Letter			
17	Annexure 6 - Manufacture Authorization Form (if applicable)			
18	Annexure 7 – Financial statement Forms and Declaration			
19	Annexure 8 - Category details of Organization			
20	Annexure 9 - Indemnity Certificate			
21	Annexure 11 - Check List			
22	Annexure 12 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)			
23	Annexure 13 – Technical Compliance Sheet			
24	Annexure 14 - Make In India Preference (Self Declaration)			
25	Annexure 15 – Pre Contract Integrity Pact			
26	Annexure 16 – Consortium Agreement			
27	Copy of PAN Card & GSTN details			

Annexure 12

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

We,

.....
.....
.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the tender:

(Include tender number and date)

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any bidder indenting to participate in this tender who is from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per the GO.

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure 13
TECHNICAL SPECIFICATION COMPLIANCE SHEET

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

SL NO	Item Name	Make and Model	100% Technically Complied (Yes / No) please specify if any deviation from technical specification
01	Portable Ultrasound Machine with LED Monitor		
02	EEG Machine		
03	EMG Machine		
04	ECG Holter with Monitor		
05	Spirometer with Flowmeter		
06	Dual Chamber Pacemaker		
07	Transport Incubator		
08	Digital Microscope		
09	C- Arm		
10	Automatic Brainstorm Response Screener		
11	Biological Incubators		
12	Audiometer		
13	Orthopaedic Operation Table		
14	ENT Surgical Operating Microscope		
15	Adult Paediatric & Neonatal ICU Ventilator		
16	Multipara Monitor		
17	Digital BP Apparatus		
18	Drinking Water Cooler		

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

Signature and Seal of the Bidder.....

Annexure 14

SELF DECLARATION – MAKE IN INDIA PREFERENCE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No _____ Details of location at

which local value addition will be made is as follows: -----

----- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

PRE-CONTRACT INTEGRITY PACT
(In the company letter with sign & seal)

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

Between

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

And

----- India represented by Shri -----
---(hereinafter called the “BIDDER / Seller” / Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HLL

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

1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.

2.8 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause .4. Equal treatment of all Bidders / Contractors /

Subcontractors

4.1 The Bidder(s) / Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

Clause .5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on

its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

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

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

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

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

Contractor(s)/ Subcontractor(s)

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

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

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

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

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

HLL

Mr K.Beji George

Chairman and Managing Director

HLL Lifecare Limited,

Thiruvananthapuram.

Witness

1.....

2.....

BIDDER

(Name & Designation)

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of HLL in regard to involvement of Indian agents of foreign suppliers.

**CONSORTIUM AGREEMENT
(In Rs. 100 Non Judicial Stamp Paper)**

This Consortium agreement (hereinafter referred as “Agreement”) is entered on this the day of, 20__by and between;

M/s.__having its registered office at____, incorporated as company under companies Act 1956 (hereinafter referred as “Lead Partner”) which the expression shall unless otherwise include all its successors and permitted assigns and represented by__in the capacity of__ of the FIRSTPART.

AND

M/s.__having its registered office at____, incorporated as company under companies Act 1956 (hereinafter referred as “Second Partner”) which the expression shall unless otherwise include all its successors and permitted assigns and represented by__in the capacity of__ of the SECOND PART.

For the purpose of this Agreement both the “Lead Partner” as well as “Second Partner” are collectively called “Partners” and individually called “Partner”.

Whereas –

- a. HLL Lifecare Limited (Purchaser/HLL) has floated a tender vide Tender No: _____for setting up of _____on turnkey basis at _____.
- b. As per the Tender document, bids are to be submitted by any Consortium which will be considered; provided such bids fulfill all the specific requirements in that regard.
- c. Now the Parties to this Agreement decided to form a Consortium to participate in the Tender.
- d. AND WHEREAS the bid is being submitted based on the consortium agreement being these presents and the bid with its bid forms and submission documents in accordance with the requirement of tender document conditions and requirements have been signed by all the partners and submitted to HLLlifecareLtd.,

NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS

1. That the Parties to this Consortium do hereby agrees to participate in the Tender in the name and style of“ _” (hereinafter referred as “Consortium”).
2. **Scope:** Purpose of this Agreement is to participate and submit all necessary bid documents against the Tender floated by HLL and in case of award, supply the tendered items listed below as against teach partner.

Sl. No.	List of Equipment	Qty in Nos
1		
2		

3. **Tenure:** This Agreement shall be valid till the date of either rejection of the Bid submitted by this Consortium against the Tender floated by the HLL or till the expiry of the Contract entered between the Consortium members and HLL in case of award of the Tender to this Consortium.
4. In consideration of the bid submission by us to HLL, pre-qualification of our technical bid by HLL if considered acceptable, submission of price bid by us and the award of contract by HLL to the Consortium (if selected by), we the partners to the Consortium, hereby agree that M/s shall act as the Lead Partner for self, and for and on behalf of Partner – II and further declare and confirm that shall be solely bound to HLL for execution of the contract in accordance with the contract terms and shall perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the Consortium.
5. The Lead Partner shall be solely responsible for Management of all the works to be undertaken under the tender and it shall be the nodal point for HLL for queries, purchase orders, installation and payments.
6. In case of any breach of the said Contract by any of the partners of the Consortium, we hereby agree to be fully responsible for the successful execution/ performance of the Contract in accordance with the terms of the Contract.
7. Further, if HLL suffers any loss or damage on account of any breach of the Contract or any shortfall in the completed work meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead Partner under takes to promptly make good such loss or damage caused to HLL, on HLL's demand without any demure. HLL shall have the right to proceed against.
8. The financial liability of the partners to this Consortium Agreement, to HLL with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.
9. It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as delineated in this agreement. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the Contract.

10. Obligations of the Second Partner

- a. That, the Second Partner ensures the procurement and supply of the items listed above.
 - b. That, the Second Partner ensures to provide necessary training to the staffs employed in respective training centers operating under the provisions of the contract signed between the Consortium and HLL.
 - c. That, the Second Partner agrees to provide necessary repairers and replacements for supplied items, if any found defective during the tenure of the agreement between the Consortium and HLL Provided such defects have incurred due to any breakage or manufacturing defect and must be pointed out by the Lead Partner to the Second Partner in writing within 3 days from the date of identification of such defect.
11. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Chennai shall have exclusive jurisdiction in all matters arising there under.
12. In case of award of contract, we the partners to this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee (if any) in favour of the HLL from a bank acceptable/ approved by HLL for a value as stipulated in the Contract Award.
13. It is further agreed that this Consortium Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Consortium members discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

For M/s_____ For M/s_____

Authorized Signatory Authorized Signatory

Witness 1:

Witness 2:

Annexure 17

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. Date.....

NOA / Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide Notification of Award issued on (insert date of the notification of award)....by you to M/s (Name of Contractor)

(OR)

signed on(insert date of the Contract)..... between you and M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project).....

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an interest bearing Advance Payment(s) against furnishing of an irrevocable bank guarantee for an amount of(Amount in figures and words)

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee repayment of(Amount of the bank guarantee in figures and words)..... upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment(s) and the accrued interest on the Advance Payment(s), taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment(s) is received by the Contractor up to ninety (90) days beyond the date on which the entire Advance Payment(s) along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to ninety (90) days beyond the date of Completion of

the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the date of Completion of the Facilities by the Employer i.e. upto and inclusive of (dd/mm/yy).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank

Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority (ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded.”

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority (ies) of the Bank Guarantee*]:

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”