

TENDER ENQUIRY DOCUMENT
FOR SUPPLY, INSTALLATION & COMMISSIONING OF
HOSPITAL FURNITURE
FOR
TWENTY MOTHER & CHILD CARE HOSPITALS
IN
TWENTY DIFFERENT DISTRICTS OF UTTAR PRADESH



Tender No.HLL/HMC/Hospital Furniture/18-19/003

HLL Mother & Child Care Hospitals Ltd.

(100% Subsidiary of HLL Lifecare Ltd.,)
(A Govt. of India Enterprise)

B-14 A, Sector-62, Noida - 201 307
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Section-I
NOTICE INVITING TENDER (NIT)

Tender No. HLL/HMC/Hospital Furniture/18-19/003

Dated: 13.04.2018

HLL Mother & Child Care Hospital Limited, a 100% subsidiary of HLL Lifecare Ltd., (hereinafter refers as “Purchaser”) invites sealed tenders in two bid systems (Technical Bid & Price Bid in two separate sealed envelopes) from Manufacturers/their authorized Distributors/Dealers for supply, installation & commissioning of Hospital Bed for Twenty Mother & Child Care Hospitals to be set up in Twenty Different Districts of Uttar Pradesh

TENDER TIME LINE

Sl. No.	Description	Schedule
1	Last date for receipt of pre-bid queries	16.04.2018 by 6.00PM
2	Pre-bid Meeting Date & Time	17.04.2018 at 3.00PM
3	Closing date & time for Submission of Bids	20.04.2018 at 2.00PM
4	Time & date for Opening of Technical Bid	20.04.2018 at 3.00PM
5	Venue for : Submission of Tender & Opening of Tender	HLL Mother & Child Care Hospitals Ltd, B-14 A, 2 nd Floor, Sector-62, Noida (UP)

SPECIFIC Instructions for Tender Participation:-

1. Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or www.hllmotherchildcare.com or www.eprocure.gov.in/epublish/app
2. Tenderer would be required to submit Rs.9,60,000/- (Rupees Nine Lac Sixty Thousand) as Interest free Earnest Money Deposit (EMD) in the form of Demand Draft **Bank Guarantee or FDR (Fixed Deposit Receipt)** in favor of ‘HLL Mother & Child Care Hospitals Ltd.’ payable at Noida in the envelope containing Technical Bid (as per GIT clause no.12.1).
3. Prospective bidders may send their queries 01 (one) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting.

HLL Mother & Child Care Hospitals Limited

4. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time as indicated in Tender Timeline.
5. The bidder should provide detail profile of their work experience along with Xerox copies of Supply Orders /Purchase orders against which they successfully supplied these items to Govt. Hospitals/Private Hospital/Medical Institute etc.
6. HLL MCCH Ltd., reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place for technical acceptability as per the tender specifications, before the opening of the financial bid.
7. Bidder qualifying the technical parameters would only be considered for opening of financial bids.
8. The tenders shall remain valid for acceptance for a period of 15 Months after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
9. All the items in the tender must be quoted (separate price for each item) by the bidder as the comparison/ranking will be based on the total value of the tender (including all taxes & duties and any other charges incurred till Consignee site).
10. The successful bidder shall not assign or transfer the contract to any other person or party. The tender is not transferable.

Team Leader – Admin & Commercial
HLL Mother Child Care Hospitals Limited

SECTION –II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1 Introduction

- 1.1 The Purchaser has issued these TE documents for supply, installation & commissioning of Hospital Furniture for (20) twenty Mother & Child Care Hospitals in twenty districts of Uttar Pradesh as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 1.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

2 Language of Tender

- 2.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 2.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

3 Eligible Tenderers

- 3.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

4 Eligible Goods and Services

- 4.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5 Tendering Expense

- 5.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

6 Amendments to TE documents

- 6.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 6.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, to all prospective tenderers, who have received the TE documents and will be binding on them.
- 6.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

7 Clarification of TE documents

- 7.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to tender.mch@hlfppt.org. The purchaser will respond to such request provided the same is received by the purchaser **within the due date mentioned in the NIT. Any queries/ representations received later shall not be taken into cognizance.**

C. PREPARATION OF TENDERS

8 Documents comprising the Tender

Bidders shall furnish the following information along with technical tender:.

- i. Techno-Commercial Bid provided with the tender enquiry
- ii. Earnest money Deposit (EMD) furnished in accordance with GIT clause 12.1 alternatively, documentary evidence as per GIT clause 12.2 for claiming exemption from payment of earnest money.
- iii. Tender Form as per Section X (without indicating any prices).
- iv. Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v. Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization **strictly as per the prescribed format (Section - XII).**
- vi. Power of Attorney issued by Competent Authority in favour of the person **who is signing the tender(s).**
- vii. Documents and relevant details to establish that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii. Performance Statement as per Performa `A' along with relevant copies of orders and end users' satisfaction certificate.
- ix. Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x. Certificate of Incorporation.
- xi. Self-Attested copies of VAT/GST registration certificate and PAN Card.
- xii. Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii. Self-Attested copies of quality certificates i.e. BIS/ISO/US FDA /CE Certificate issued by competent authority, if applicable.
- xiv. Documentary evidence stating the status of bidder.
- xv. List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi. Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii. Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii. A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xix. **Copies of original product catalogues / data sheet must be enclosed of all quoted items.**

B) Price Bid:

- i. Prices are to be quoted in the prescribed Price Bid format provided along with the tender enquiry.
- ii. The Bidder shall indicate on the Price Schedule all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules.
- iii. The rates quoted by the Bidder should be inclusive of all Taxes/Levies/Packaging & Forwarding, Freight [FOR at Districts mentioned in Schedule-XI], installation, Commissioning & Trial Run etc.
- iv. All the items in the tender must be quoted (separate price for each item) by the bidder as the comparison/ranking will be based on the total value (including all taxes & duties and any other charges incurred till Consignee site). Thus, the bidder must quote for all the schedules/items mandatorily; otherwise their bid will be summarily rejected.
- v. The price quoted by the Bidder shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/firm/organization or department of Govt. of India during the same period.

8.2 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

8.3 A tender which does not fulfill any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.

8.4 Tender sent by fax/telex/cable shall be ignored.

9 Tender currencies

9.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR). A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India, in case their bid is found to be the lowest one after opening of price bid.

9.2 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.

10 Documents Establishing Tenderer's Eligibility and Qualifications

- 10.1 The tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 10.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XII in this document.
 - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
 - d) in case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

11. Documents establishing good's Conformity to TE document.

- 11.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 11.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 11.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

12. Earnest Money Deposit (EMD)

- 12.1 The tenderer shall furnish along with its tender, earnest money of **Rs.9,60,000/- (Rupees Nine Lac Sixty Thousand)** in form of Account Payee Demand Draft/Bank Guarantee/Fixed Deposit to be drawn on any scheduled commercial bank in India in favour of the **“HLL Mother & Child Care Hospitals Limited”** payable at Noida.
- 12.2 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
- 12.3 Unsuccessful tenderers’ earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer’s earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 12.4 Earnest Money is required to protect the purchaser against the risk of the Tenderer’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer’s earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

13. Tender Validity

- 13.1 The tenders shall remain valid for acceptance for a period of 15 Months after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 13.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 13.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

14. Submission of Tenders

14.1 The tenderer needs to submit 'Technical Bid' & 'Financial Bid' separately in sealed envelopes by super scribing as "Proposal for Supply of Hospital Equipment to Twenty (20) Mother & Child Hospitals in twenty (20) different districts of Uttar Pradesh" in Tender Box provided at address mentioned in Tender Timeline:

15. Late Tender:

15.1 There is NO PROVISION of entertaining late tender beyond stipulated date & time.

16. Alteration and Withdrawal of Tender

16.1 The tenderer is permitted to change, edit or withdraw its bid on or before the end date & time.

E. TENDER OPENING

17. Opening of Tenders

17.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

17.2 In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

17.3 Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

17.4 The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

17.5 This being a Two - bid system, the **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other

special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

F. SCRUTINY AND EVALUATION OF TENDERS

18 Basic Principle

18.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

19 Scrutiny of Tenders

19.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents provided are in legible form.

19.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence

19.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.

19.4 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;

- Tender validity is shorter than the required period.
- Required EMD or its exemption documents have not been provided.
- Tenderer has not agreed to give the required performance security of required amount in an acceptable form
- Poor/ unsatisfactory past performance.
- Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- Tenderer who not quoted for 100% of items as mentioned in List of Requirement/BOQ.
- Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

20 Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

21 Discrepancies in Prices

- 21.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 21.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 21.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 21.1 and 21.2 above.
- 21.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

22 Qualification Criteria

- 22.1 Tenders of the tenderers, which do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non-responsive and will not be considered further.
- 22.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

Note:- Definition of Startup (only for the purpose of Government schemes)

(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.)

Start-up means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence

Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration

Provided further that a Start-up shall be eligible for tax benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose

23 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

23.1 The purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

23.2 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

23.2 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at **Appendix-A** which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

24 Tenderer's capability to perform the contract

24.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place for technical acceptability as per the tender specifications, before the opening of the financial bid.

24.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

25 Contacting the Purchaser

25.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

25.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

26 Purchaser's Right to accept any tender and to reject any or all tenders

26.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

27 Award Criteria

27.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

27.2 The contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser.

27.2 Award of Contract for supply of Hospital Furniture will be in phase manner for twenty (20) Mother & Child Hospitals (or less in numbers). The tentative schedule of Award of Contract shall be as under:-

For Four (04) Facilities/Hospitals	-	April'2018
For Six (06) Facilities/Hospitals	-	June'2018
For Ten (10) Facilities/hospitals	-	September'2018

27.3 Purchaser may award the purchase order to L2 in the event L1 backs out. In such case purchaser may ask L2 bring to bring down his rates to L1 price and also reserves the right to forfeit the EMD of the L1bidder.

28 Variation of Quantities at the Time of Award/ Currency of Contract

- 28.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the “List of Requirements” (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 28.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

29 Notification of Award

- 29.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post) that its tender for supply, installation & commissioning of Hospital Equipment, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.
- 29.2 The Notification of Award shall constitute the conclusion of the Contract.

30 Issue of Contract

- 30.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 30.2 Within ten days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 10 days from the date of NOA.
- 30.3 The Purchaser reserves the right to issue the Notifications of Award district wise.

31 Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser

- 31.1 Failure of the successful tenderer in providing performance security, Proforma Invoice and / or returning contract copy duly signed shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it.

32 Corrupt or Fraudulent Practices

- 32.1 It is required by all concerned namely the Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION-III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	Topic	SIT Provision
1	TE Document	No Change
2	Preparation of Tenders	No Change
3	Submission of Tenders	No Change
4	Tender Opening	No Change
5	Scrutiny and Evaluation of Tenders	No Change
6	Award of Contract	No Change

Tender currencies

All the items under this tender **must be quoted in Indian Rupees only**. There will not be any CDEC issued against these items.

All the items in the tender must be quoted (separate price for each item) by the bidder as the comparison/ranking will be based on the total value (including all taxes & duties and any other charges incurred till Consignee site).

SECTION-IV
General Conditions of Contract

1. Application

1.1 The General Conditions of Contract incorporated in this Section shall be applicable for this purchase to the extent the same are not superseded by the List of Requirement under Section-V and Technical Specification under Section-VI of this document.

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3 Patent Rights

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

4 Country of Origin

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

4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

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

5 Performance Security

5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XIII of this document in

favour of the Purchaser. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of district wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with purchaser, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of district wise bank guarantee for CMC security in favour of Purchaser as per the format in Section XV.

6 Technical Specifications and Standards

- 6.1 The Goods to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

7 Packing and Marking

- 7.1 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.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII. 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.

8 Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the

first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period.”

- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser’s inspector at no charge to the purchaser.
- 8.3 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.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier’s premises, the supplier shall put up the goods for such inspection to the purchaser’s inspector well ahead of the contractual delivery period, so that the purchaser’s inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser’s inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser’s contractual right to inspect, test and, if necessary, reject the goods after the goods’ arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser’s inspector during pre-despatch inspection mentioned above.
“On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee’s premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”
- 8.7 Goods accepted by the purchaser or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser’s right to reject the same later, if found deficient in terms of the warranty clause of the contract.

9 Warranty:

- 9.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted

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and/or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 9.2 The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular updates of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.
- 9.3 No conditional warranty will be acceptable.
- 9.4 In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the supplier. Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 9.5 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 9.6 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 9.7 The Purchaser reserve the rights to enter into Annual Comprehensive Maintenance Contract for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 9.8 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 9.9 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment /machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser.

10 Modification of Contract

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

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

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser, the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

19 Taxes and Duties

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

20. Terms of Payment

20.1 On successful installation & commissioning of equipment, designated Committee appointed by State shall conduct an inspection to inspect & certify that the commissioned equipment are as per specification given in tender document. The payment to the supplier shall be released after 30 days of submission of report by the State Level Committee subject to submission of following documents:-

- Four copies of supplier's invoice showing contract number, goods description, quantity, unit price, total amount, Permanent Account Number and GSTIN ;
- Delivery Challan duly signed & stamped by the authorized representative of purchaser as per format .
- Documentary proof for supply, installation & commissioning of equipment.
- Crossed/cancelled cheque of Bank Account for making payment through NEFT/RTGS.

20.2 Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

- 20.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 20.4 Deleted
- 20.5 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

21 Delivery

- 21.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 21.2 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 21.3 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply lie against the purchaser.

22. Liquidated damages

- 22.1 If the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

23 Termination for default

- 23.1 The Purchaser without prejudice to any other contractual rights and remedies available to the Purchaser may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.
- 23.2 In the event of the Purchaser terminates the contract in whole or in part, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.
- 23.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

24 Termination for insolvency

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

25 Force Majeure

- 25.1 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 which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 25.2 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 25.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 25.4 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

26 Termination for convenience

- 26.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 26.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

27 Resolution of disputes

- 27.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 27.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator who will be Government servant & who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. The award of the arbitrator shall be final and binding on the parties.
- 27.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Lucknow, Uttar Pradesh.

28. Applicable Law

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

SECTION-V

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.

The Warranty and CMC period will be strictly as mentioned in the list of requirement (Section VI, part I). Also, CMC only to be quoted after warranty period instead of AMC mentioned (if any) in the tender specification.

**SECTION-VI
LIST OF REQUIREMENT**

Part I

Sl. No.	Item	Quantity per hospital	Total quantity for 20 Hospital	Warranty Period CMC Period	CMC Period
1	Hospital Bed	80	1600	5 years	5 years

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods if supplied from India:

60 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

b) Installation and commissioning shall be done within 7 days of receipt of the stores/ goods at site or 7 days of handing over the site for installation, whichever is later.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Part IV:

Turnkey (if any) as per details in Technical Specification.

Part V:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance or 66 months from the date of last shipment/dispatch, whichever is earlier.

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in Part I above

Part VI:

Required Terms of Delivery and Destination.

For Indigenous goods or for imported goods if supplied from India:

At Consignee Site(s)

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

Destination/Consignee details are given in Section XV

**SECTION-VII
TECHNICAL SPECIFICATIONS**

Sl. No.	Item Description	Hospital Furniture
1	Hospital Bed	<p>Technical Specification of Fowler Bed with Mattress Drip/Saline Stand</p> <p>Fowler Bed</p> <ol style="list-style-type: none"> 1. Dimension <ol style="list-style-type: none"> a) Length (Overall) = 2015mm +/- 5mm variation b) Width (Overall) = 965mm +/- 5mm variation c) Bed Top Height min 490mm and max 710mm (without mattress) 2. Bed Construction <ol style="list-style-type: none"> a) Bed should consist of sections namely: Bed Frame. Head Section, fixed section b) Bed frame is made of rectangular pipe of size 60mm x 30mm x 1.6mm thick c) Trendelenburg/Reverse Trendelenburg by Crank System d) Head Section is capable of being raised to the angle of 65 degree from the horizontal. The head section slope adjustment is achieved by separate screw mechanism with thrust bearing and proper lubrication. e) The rest of bed surface is fixed. f) Head section is made of CRCA 1.25mm thick uniformly perforated Sheet welded with the outer tube 1.6mm thick x 25.4mm dia. The rest of the bed surface which is fixed is also uniformly perforated and welded to the rectangular frame. g) Provision of saline stand on both sides of Beds h) Should be supplied with mattress (sectional) 3. Nuts & Bolts <ol style="list-style-type: none"> a) All Fasteners like nut and bolts etc are electro-galvanized.

		<p>4. Head & Foot Boards</p> <p>a) Head and Foot boards are made of 31.75mm dia x 1.25mm thick stainless tube fitted with laminated panel board with help of stainless steel bracket. The thickness of laminated panel board not less than 18mm (+/- 1mm). Both the head and foot boards shall be detachable for easy access to patients. The overall height of head and foot board shall be 250mm on both sides.</p> <p>5. Finishing</p> <p>a) Steel welding wherever required, is being done by MIG welding process to minimize distortion and for deep penetration of the weld.</p> <p>b) All the steel components are pre-treated for degreasing, de-rusting and phosphating.</p> <p>c) After proper pre-treatment, the steel components are epoxy powder coated and over baked at temp. Above 200 deg. C to provide scratch resistance surface coating film of thickness 45-50 microns.</p> <p>6. Side Rails</p> <p>a) Drop side railing provided on both sides shall be made of 19.0 mm dia x 1.2mm thick CRC pipe. The length of side railing shall be 122cm & width 38 cm with 4 equal vertical components. The sliding side shall have up/down movement & shall be fixed on SS 304.</p> <p>7. Wheels</p> <p>a) The bed shall be mounted on four numbers Thermoplastic, Rubber, Polyurethane with nylon center castors of 100mm x 32mm & shall be made out of semi round rubber hardness 85/90, Pressed fitted over the virgin polyamide pulling.</p> <p>8. Standards & Safety</p> <p>a) Should be BIS or US FDA or EV (CE) approved</p> <p>b) Manufacturer should have ISO 13485 certificate for quality Standards</p> <p>c) Any warning signs would be adequately displayed.</p>
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GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Five years Comprehensive Warranty as per Conditions the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) Warranty period will be 5 years from the date of installation, commissioning and Site Modification Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.**

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification.

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Site Modification Work (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service/operational manual, but at least once in six moths during the CMC period.
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.

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- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Section – VIII
Quality Control Requirements
(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 1 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number
- 2 Plant and machinery details
- 3 Manufacturing process details
- 4 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum
- 5 Total annual turn-over (value in Rupees)
- 6 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 7 Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other
- 8 Details of staff
 - a) technical
 - b) skilled
 - c) unskilled

Signature and seal of the Tenderer

Section – IX Qualification Criteria

1. The Tenderer must be a Manufacturer or its Authorized Agent/Distributor/Dealer/Stockist (hereinafter called only Authorised Agent).
2. The manufacturer should have an average annual turnover of **Rs. 1,44,00,000/- (i.e 30% of the estimated value)** during the last three years (2014-15, 2015-16, 2016-17). The manufacturer should submit balance sheet and Profit & loss account duly attested by chartered accountant for the preceding three financial years.
3. The tenderer quoting as authorised agents must submit the manufacturer's authorisation as per the format given in Section XII. The agent should have been appointed atleast one year prior to the publication of this tender enquiry. The proof of appointment as authorised agent shall be submitted (if not original then notarized photocopy, however purchaser may call for original to varify)
4. Meeting the criteria as per clause 2 & 3 above, the tenderer quoting as Authorised Agent should have an average annual turnover of not less than Rupees **1,44,00,000 /- (i.e 30% of the estimated value)** in the last preceding 3 financial years. They shall submit balance sheet and profit & loss account of the manufacturer and also their own for preceding three financial year duly attested by chartered accountant.
5. Eligible bidders should have successfully executed in last five years from the date of tender opening, similar project of value, equivalent to or exceeding 50% **(i.e. Rs 2,40,00,000/-)** of the estimated schedule/ tender value. Out of total 50% value, at least one single order for similar work of minimum 10% **(i.e. 24,00,000/-)** of the estimated schedule/ tender value should have been executed in india.
6. Solvency Certificate
The bidder shall submit solvency certificate equal to **Rs. 1,44,00,000/-** issued in the name of the bidder which should not be more than six months old from the date of bid opening.
7. The bidder should have earned a net profit atleast in two financial years out of the preceding three financial years. **(The bidder should not have incurred any loss in any of the financial year during last three years from the date of tender opening).**

Note:

1. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser. The Purchaser reserves the right to ask for a free demonstration of the quoted Goods/Stores at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

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2. The start-ups claiming exemption on the required prior experience, should furnish along with the bid
 - (i) All necessary documents in support of the claim regarding exemption on prior experience as mandated by concerned Ministry/ Board, Govt. of India.Notwithstanding anything stated above, the Purchaser reserves the right to verify/ consider, whether the firm/ entity is eligible for exemption regarding prior experience requirement.
3. The tenderer shall give an affidavit as under:
“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”
4. In support of 5, the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.
The manufacturer (Tenderer) / Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
5. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
6. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
7. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

Section – X
TENDER FORM

Date_____

To

Team Leader- Admin & Commercial

HLL Mother & Child Care Hospitals Limited

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form.

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

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

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

HLL Mother & Child Care Hospitals Limited

SECTION – XI PRICE SCHEDULE

NIB Ref./ RFX No.	
Name of the bidder	

Price Format - A (in case of goods and/or services offered in INR)										
1	2	3	4	5	6	7	8	9	10	11
Sl. No	Description of goods as per specification and/or BOQ	Make/ Model	Country of Origin	Quantity	Unit of Measurement (No./ Set/ mtr./ ltr./ Kg. etc)	Unit Price at Consignee Site (excluding GST)	Applicable GST (%)	Applicable GST value/ unit (7 x 8)	Unit Price at Consignee Site (7+9)	Total Price at Consignee Site (5 x 10)
1	Hospital Bed									
									Sum Total of Column 11	

Total value of above offer in INR consideration: Rs. _____

(Total value in words):

Note:

1. All the information must be entered in the relevant columns
2. **All the items in the tender must be quoted (separate price for each item) by the bidder as the Comparison/ranking of price bids shall be based on the total tender price (sum total of all the items value) at Consignee Site basis. Offers for items less than 100% of tendered items will be considered unresponsive and liable to be rejected**
3. All the items under this tender must be quoted in Indian Rupees only. There will not be any CDEC issued against these items.

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Price Format - B (price schedule for Comprehensive Annual Maintenance Contract after warranty period)									
1	2	3	4	5	6	7	8	9	10
Sl. No.	Short description of the equipment	Quantity as per List of Requirement	Year wise charges per unit for annual comprehensive maintenance contract in INR					Charges for 5 years per unit (4+5+6+7+8)	Total Charges for 5 years 3 x 9
			6th year	7th year	8th year	9th year	10th year		
1	Hospital Bed								

GST: (included or extra to be shown here)

(Total charges in words):

Note:

1. All the information must be entered in the relevant columns
2. The cost of CAMC may be quoted along with GST applicable on the date of Tender Opening. The GST to be paid extra, to be specifically stated. In the absence of any later. such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained
3. Cost of CMC offered will be added in its Net Present Value (at a discounted rate of 10% per year) for Ranking/Evaluation purpose.
4. Items wise CMC cost must be quoted

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SECTION – XII MANUFACTURER’S AUTHORISATION FORM

Team Leader- Admin & Commercial
HLL Mother & Child Care Hospitals Limited

Dear Sir,

Ref: Your TE document No _____ dated _____

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

We also state that we are not participating directly in this tender for the following reason(s): _____

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

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

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

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

Yours faithfully,

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

[Name & address of the manufacturers]

Note:

- (1) This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- (2) Original letter may be sent.
- (3) The purchaser reserves the right to verify this document with its signatory.

SECTION - XIII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CMC SECURITY

Team Leader- Admin & Commercial
HLL Mother & Child Care Hospitals Ltd.,

Whereas _____ (Name & Address of the Supplier) (hereinafter called “the Supplier”) has undertaken , in pursuance of Contract No. _____ dated _____ to supply (description of goods & services) (hereinafter called “ the contract”)

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

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

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

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

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to _____ (indicate date).

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

.....
Name and designation of the officer
.....

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

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PROFORMA `A` PROFORMA FOR PERFORMANCE STATEMENT (For the Last Five Years)

Tender Reference No : _____
 Date Of Opening : _____
 Time : _____
 Name & Address of the Tenderer : _____
 Name & Address of the Manufacturer : _____

Order Placed By Full address of Purchaser	Order Number & Date	Description and Quantity of Ordered goods and Services	Value of Order (Rs)	Date of Completion of Contract		Remarks indicating reasons for delay, if any	Have the goods been functioning satisfactorily (attach documentary proof)**
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/ end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.

CONTRACT FORM – B
CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ **dated** _____

Between: (Address of Head of Hospital)

And : (Name & Address of the Supplier)

Ref: Contract No _____ **dated** _____ **(Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)**

In continuation to the above referred contract

1. The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

1	2	3	4					5
Schedule No.	Brief description of goods	Quantity (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit Year Wise					Total Annual Comprehensive Maintenance Contract Cost for 5 Years
			1 st	2 nd	3 rd	4 th	5 th	
			A	B	C	D	E	

Total value (in figure) _____ (In words) _____

- The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, ____ & ____) and Site Modification Work (if any).
- There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- All software updates should be provided free of cost during CMC.
- The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE

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document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.

8. If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
9. **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
10. **Paying authority:** _____ (name of the consignee i.e. Hospital authorized official)

(Signature, name and address of Hospital authorized official)

For and on behalf of _____

Received and accepted this contract.

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier) For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

SECTION - XIV
RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

1	Contract No. & Date	
2	Supplier's Name	
3	Name & Address of Delivery Place with Telephone No & Fax No.	
4	Name of the items supplied	
5	Quantity Supplied	
6	Date of Receipt by the Hospital Authority/ Purchaser	
7	Name and designation of Authorized Representative of Hospital/ Purchaser	
8	Signature of Authorized Representative of Purchaser/Hospital	
9	Seal of the Hospital Authority/Purchaser	

SECTION- XV

List of Hospitals/Districts	
1	Ambedkar Nagar
2	Auriya
3	Azamgarh
4	Bagpat
5	SantKabir Nagar
6	Etah
7	Hardoi
8	JyotibaPhule Nagar (Amroha)
9	Kannauj
10	Kaushmabi
11	Kushinagar
12	Maharajganj
13	Siddharth Nagar
14	Mau
15	Pratapgarh
16	Jaunpur
17	Gorakhpur
18	Ghazipur
19	Deoria
20	Ballia

Date :
Place :

Signature of Authorized Person
Full Name:
Company's Seal:

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Section-XVI

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Tenderer") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "tender") against the purchaser's tender enquiry No. _____. Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

fails or refuses to furnish the performance security for the due performance of the contract or
fails or refuses to accept/execute the contract or
if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

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

.....
Name and designation of the officer

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

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Section XVII Check List

Sl No.	Criteria	Page no.
1	Whether Earnest Money Deposit applicable as per NIT submitted in form of DD/Banker's Cheque/Bank Guarantee? (Details of EMD submitted to be mentioned in Remarks column)	
2	In case EMD is not applicable, whether copy of valid registration details with DGS&D or NSIC submitted (such registration reference and expiry date to be mentioned in the Remarks column)	
3	Whether Tender Form as per Section X submitted	
4	Whether Power of Attorney in favor of the person who is signing the tender(s) is submitted	
5	Whether Certificate of Incorporation in favour of the bidder or a partnership deed (for partnership firm) or a declaration in case the bidder is a proprietary firm is submitted	
6	Whether self-attested copies of VAT/GST registration certificate and PAN Card submitted. <i>(Please indicate reference numbers in the Remarks column)</i>	
7	Whether submitted a non-conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.	
8	Whether submitted a notarized affidavit that the bidder does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.	
9	Whether submitted a self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India)	
10	Whether the bidder is eligible for price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per MSMED Act 2006	
11	If the answer at sl. no.10 above is 'Yes', whether the bidder firm is owned by SC/ST	
12	Whether Tender Validity is minimum 15 months from the date of tender opening	
13	Whether Manufacturer's Authorization Form submitted, in case of Tenderer/Agent who quotes for goods manufactured by other manufacture as per Section XII strictly as per the prescribed format .For grouped events having multiple items, Manufacturer authorization form must mention all the equipment separately.	
14	Whether Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate submitted.	
15	Whether Price Schedule(s) filled up as per instruction with all the details including Price, Make, Model,	

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	Country of Origin etc. of the goods offered	
16	Whether submitted the Name and full address of Banker(s) along with Account Number in favour of Bidder	
17	Whether Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2016, in pdf format submitted	
18	Whether Warranty, CMC terms as per the TED are acceptable	
19	Whether all terms and conditions of TE document including Payment terms, Delivery terms, Delivery period, Dispute Resolution Clause etc. are acceptable	
20	Whether Quality Control Requirements submitted	
21	<p>The startups claiming exemption on the required prior experience, and complying the condition of GIT Clause 35.3 (iv), should furnish along with the bid</p> <p>(i) All necessary documents in support of the claim regarding exemption on prior experience as mandated by concerned Ministry/ Board of Govt. of India.</p> <p>Notwithstanding anything stated above, the Purchaser reserves the right to verify/ consider, whether the firm/ entity is eligible for exemption regarding prior experience requirement.</p>	
22	<p>Whether given an affidavit as under:</p> <p>“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”</p>	

