

Ref: HLL/PCD/HP/04 (Pt.04)/14-15/_____

Date: 19.08.2014

To

Sub: Procurement of “Medical Equipment” for and on behalf of Model Rural Health Research Unit (MRHRU), CHC Haroli, District UNA, Himachal Pradesh.

Ref : Tender enquiry no. HLL/PCD/HP/04 (Pt.04)/14-15 dated 19/08/2014

Sealed quotations are invited from the bonafide suppliers having experience in the field of supplying medical equipment under scope of the referred tender enquiry.

It is requested to quote item wise separate sealed quotations **(any bidder quoting for more than one item should not clubbed their tenders in one packet) in two bid (envelope) system only.**

The rate of the equipment should be quoted strictly as per the technical specification, other terms & conditions attached with this limited tender enquiry document.

It is requested to quote the best possible price. The quotations in a sealed envelope should reach this office on or before the stipulated date and time as mentioned in the Tender Enquiry Document enclosed herein.

Thanking You
For HLL Lifecare Limited

Head (P&CD)

Encl: Limited Tender Enquiry Document

Tender Enquiry No.: HLL/PCD/HP/04 (Pt.04)/14-15

Date: 19/08/2014

LIMITED TENDER ENQUIRY

Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Model Rural Health Research Unit (MRHRU), CHC Haroli, District UNA, Himachal Pradesh invites sealed tenders, from eligible and qualified tenderers for supply of various medical equipments. Eligible bidders are requested to submit their best offer along with complete technical details in line with the commercial Terms & Conditions as detailed below read with Annexure I to X.

❖ INSTRUCTIONS TO BIDDER (ITB)

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

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

Note: Bidders not received any direct enquiry from HLL may participate in this tender by downloading the Tender Enquiry from the website www.lifecarehll.com or www.eprocure.gov.in with prior intimation to the above address.

2.0 **Item wise separate sealed quotations** (any bidder quoting for more than one item should not clubbed their tenders in one packet) shall be submitted in two bid (envelope) system only.

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

The 2nd envelope superscribed with “**Price bid with Name of item(s) offered**” shall contain the ‘Price schedule’.

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

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

3.0 **Tender should reach this office on or before 05.09.2014 upto 14.30PM.** Technical bids shall be opened on the same day at 15.00PM, in presence of the representative of firm(s) who may choose to be present. Price bids of techno-commercial responsive bidders shall be opened later on with intimation to techno-commercial responsive bidders.

4.0 In the event of any of the above mentioned dates being declared as a holiday/closed day for the Tender inviting organization, the tenders will be received/opened on the next working day at the appointed time.

5.0 Late tender/telegraphic tenders & tenders over email shall not be considered and no claim, whatsoever will be accepted.

6.0 TENDER VALIDITY:

The Rates should be valid for acceptance of order at least for **60 days** from the date of opening of Techno-Commercial tender.

- 7.0** The tenderer should sign & stamp each page of this tender enquiry document as a token of having read & understood the terms & conditions contained herein.
- 8.0** The tenderer shall submit an affidavit as per format given in **Annexure-IX**
- 9.0** The Manufacturer or their Authorised agent can participate in this tender. In case the tender is submitted by an agent other than the principal company, a Manufacturer's Authorisation shall be given in the Format as **Annexure-VII**.
- 10.0** The bidder shall provide their past major supplies year wise. The copies of latest/recent Supply orders for supply of Products along with end users certificate for satisfactory performance of the offered product as detailed below:
- (i) The Manufacturer should have supplied and installed in last **Three** years from the date of Tender Opening, at least 100% of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily
 - (ii) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 2 (i) should have executed at least one contract in the last three years from the date of tender opening of similar equipment meeting major parameters of technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer.

These should be placed in Envelope 1.

11.0 PRICES:

- Prices quoted in INR only should be 'Firm & Final' for full quantity, inclusive of all levies prepaid up to consignee end, inclusive of all charges like packing & forwarding, loading, unloading, transit insurance, all duties & taxes, any other incidental expenses, installation and commissioning of the equipment at consignee site.
- In case the quotation does not indicate clearly whether the Prices are firm or not, the quoted Price shall be deemed as firm & final. The overwriting should be avoided in the quotation.
- Excise duty, Sales Tax and other levies, if applicable, should be indicated clearly with their present rates. In case applicable taxes, duties etc., are not indicated clearly, it would be assumed that the same are included in the basic rates.
- Octroi / Entry Tax / Tax by local Municipal body shall be re-imbursed at actual if not exempted. Where ever required, the tenderer should obtain the Octroi exemption certificate, road permit & entry tax exemption certificate from the consignee much in advance to avoid payment of such local taxes or duties.
- A certificate indicating that the rates quoted are same as charged to other Govt./PSU's for similar supplies made in recent past should accompany the bid (with proof of order copies) in support of its price reasonability in Envelope 2.

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

12.0 EARNEST MONEY DEPOSIT (EMD):

- Tenderer shall furnish along with its tender, earnest money for an amount as shown in the 'LIST OF REQUIREMENT' in **Annexure-I**.
- The earnest money shall be furnished in one of the following forms. EMD furnished in any other form shall not be accepted.
 - (i) **Account Payee Demand Draft**
 - (ii) **Banker's cheque**
 - (iii) **Bank Guarantee**

- The demand draft or banker's cheque shall be drawn on any scheduled bank in India, in favour of the "HLL Lifecare Limited", payable at New Delhi".
- If the EMD is submitted in form of Bank Guarantee it should be as per format given in **Annexure-IV**
- **Quotations received without requisite EMD shall be summarily rejected.**
- EMD of unsuccessful tenderers will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after finalization of the resultant contract. EMD of successful tenderer's will be returned without any interest, after receipt of performance security from that tenderer.
- The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

13.0 PRODUCT SPECIFICATIONS:

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

- 14.0** Unless specifically mentioned to the contrary in the offer itself, it will be assumed that all terms and conditions mentioned in this enquiry are acceptable to the tenderer.
- 15.0** The tender quotation of the Supplier not in conformity with the above conditions is liable to be rejected.
- 16.0** HLL reserves the right to reject or accept any or all tender(s) without assigning any reason or to place the order for part or full quantity.
- 17.0** The firms are advised to submit the compliance statement with respect to technical specification asked in the tender enquiry in the following format along with Technical bid failing which their offer will be treated as incomplete and are liable to be ignored.

Format of compliance statement:

Para of Tender Enquiry specification	Compliance to Tender enquiry Specification Yes/ No (in case 'Yes', please mention reference page/Para no. to catalogue/data sheet)	In case of non Compliance deviation From T/E Specification to be indicated in Unambiguous terms
(1)	(2)	(3)

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

❖ GENERAL CONDITIONS OF THE CONTRACT (GCC)**1.0 INSPECTION:**

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

2.0 DELIVERY PERIOD FOR SUPPLY, INSTALLATION & COMMISSIONING:

In the event of placement of Supply order, the bidder shall supply the stores **within 45 days** of order. The time and date of delivery stipulated in the schedule shall be deemed to be the essence of the contract and delivery must be completed not later than the date as specified in the contract.

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

3.0 LIQUIDATED DAMAGES:

In the event of placement of an order, if the Supplier fails to deliver, install and commission the stores in full or part thereof within the delivery period as stipulated in Clause 2.0 above, the Purchaser reserves the right to levy Liquidated Damages @ 0.5% (Half percent) per week of the amount of the undelivered stores for delay in supplies subject to maximum 5% of value of the supply Order. Once the maximum is reached, the purchaser may consider termination of the contract and purchase the same from elsewhere, at the risk and cost of the Supplier.

4.0 PAYMENT FOR SUPPLY PORTION:

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

(A) On delivery:

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

- (i) Three copies of supplier's invoice showing supply order number, goods description, quantity, unit price and total amount
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee(s) (Format attached as **Annexure-V**)
- (iii) Warranty Certificate
- (iv) Inspection Certificate by the designated authority
- (v) Country of origin in case the item is of foreign origin

(B) On Acceptance:

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

5.0 TRANSIT INSURANCE:

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

6.0 WARRANTY:

- (a) Products to be offered as per '**LIST OF REQUIREMENT**' shall be warranted for a period of 3 Years from the date installation. If manufacturers guarantee/warranty stands for longer duration, the longer guarantee/warranty period shall be applicable.

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

7.0 PERFORMANCE SECURITY FOR SUPPLY PORTION:

In the event of placement of order, within seven (7) days from date of the issue of Supply order by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to two (2) months beyond the period of warranty in the **given proforma (Annexure-VIII)**. Performance security shall be in the form of Account Payee Demand Draft/Fixed Deposit Receipt or Bank Guarantee in favour of “**Block Medical Officer Haroli, Haroli, District Una, Himachal Pradesh**”.

8.0 FORCE MAJEURE:

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

9.0 APPLICABLE LAW & RESOLUTION OF DISPUTES:

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Any dispute arising out of or in connection with this tender, Jurisdiction of the court will be at New Delhi, India.

LIST OF REQUIREMENTS**Part I:**

Sl. No	Name of the Item	Total Qty	EMD Amount (Rs.)
1	ELISA reader for Microplates with Fully Automatic ELISA washer	1	16,000
2	Programmable Thermal Cycler-Gradient	1	10,000
3	Gel Documentation System	1	12,000

Part II: Required Delivery Schedule:

Delivery shall be within **45 days** from date of Notification of Award. The date of delivery will be the date on which the goods are delivered to the consignee's site (Tenderers may quote earliest delivery period).

Installation and commissioning, wherever required, shall be completed **within 15 days** of handing over the site of installation complete in all respect by the consignee.

Part III: Scope of Incidental Services:

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

Part IV:

The supplier shall keep sufficient stock of spares for repair / replacement against warranty during warranty period and supplies to be made against any order within 15 days after completion of warranty for a period of 3 years.

Part V:**Required Terms of Delivery and Destination.**

Delivery required at Consignee Site at:

**Block Medical Officer Haroli
Haroli, District Una
Himachal Pradesh**

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

NB: The consignee will ensure timely issue of Entry Tax/ Octroi Exemption Certificates, Road Permits, etc., wherever applicable, to the suppliers.

TECHNICAL SPECIFICATIONS**Schedule no. 1****ELISA reader for Microplates with Fully Automatic ELISA washer****A) ELISA Reader for Microplates**

1. Microplate types: 96 wells micro plates.
2. Operates with or without a computer.
3. Light source: Xenon flash lamp / Tungsten Lamp
4. Wavelength: 405, 450, 492, 630nm (Visible Range).
5. Wavelength Accuracy: $<\pm 1.0$ nm.
6. Absorbance Range: 0.0 to 4.0 OD.
7. Absorbance Resolution: 0.001 OD.
8. Absorbance Accuracy (Microplate): <0.006 OD $\pm 1.0\%$, 0.0-2.0 OD.
9. Absorbance Precision: $<\pm 0.003$ OD $\pm 1.0\%$, 0.0-2.0 OD.
10. Temperature Range: Ambient + 4°C upto 45°C.
11. Temperature Uniformity (Microplate): $\pm 0.5^\circ\text{C}$ @37°C.
12. Compatible PC and Software
13. Suitable UPS with 30 minute back up

B) Fully Automatic Elisa Washer

1. Should include washer unit and pump unit.
2. Operating Conditions: 8° - 40° C
3. Manifolds: 8 ,12 and 16 Channels
4. Wash liquid channels: at least 8
5. Programmable shaking speed and soak time
6. Programmable Wash Cycle
7. Volume of wash liquid dispenser: 50-300 μl
8. Operating cycle programmable

C) Documentation

- User/Service Manual in English
- Power Supply (220-240V)
- Electrical Safety Certification
- ISO/CE/FDA equivalent National/International Certificate
- Certification for provision of service in the area/region
- Installation and demonstration of the equipment should be done free of cost at the site.

Schedule no. 2**Programmable Thermal Cycler- Gradient**

1. Should be able to deliver reproducible PCR results
2. Sample block: 96 Wells-0.2 ml aluminum, silver

3. Temperature control range: 4-99⁰c
4. Sample capacity: 0.2-0.5 ml
5. Temperature accuracy: $\pm 0.25^{\circ}\text{C}$
6. Temperature control mode: Fast and safe
7. Display: LCD
8. License certified unit
9. Gradient: Available
10. Lid temperature range: 37-110⁰C
11. Gradient temperature range: 30-99⁰C;
12. Inbuilt storage capacity to store at least **100** programs
13. Suitable UPS with 30 minute back up
14. Holding time - indefinite
15. Ramping speed – heating rate 3-5⁰C per second and cooling 2⁰C per second
16. Auto-restart option in case of power failure
17. **Documentation**
 - User/Service Manual in English
 - Power Supply (220-240V)
 - Electrical Safety Certification
 - ISO/CE/FDA equivalent National/International Certificate
 - Certification for provision of service in the area/region
 - Installation and demonstration of the equipment should be done free of cost at the site.

Schedule no. 3

Gel Documentation System

1. Fluorescence: Yes
2. Gel Documentation: Yes
3. Maximum image area: (19-45)X(25-50) cm
4. Excitation source: Epi-White light and trans UV (300-515 nm)
5. Detector: CCD
6. Image resolution: 3-5 mega pixel
7. Operating voltage: 230-240 Volt AC
8. Operating temperature: 4-45⁰C
9. Software portability: Windows 8, XP, Vista
10. With compatible computer and software
11. **Documentation**
 - User/Service Manual in English
 - Power Supply (220-240V)
 - Electrical Safety Certification
 - ISO/CE/FDA equivalent National/International Certificate
 - Certification for provision of service in the area/region
 - Installation and demonstration of the equipment should be done free of cost at the site.

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

1	2	3	4	5					6
Sr. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)					Total Price (at Consignee Site) basis (Rs.)
				Ex-factory/ Ex-warehouse/ Ex-showroom/ Off-the shelf (Including discounts, Packing/Forwarding, etc.)	Excise Duty (if any) [%age & value]	Sales Tax/ VAT(if any) [%age & value]	Any other charges (please specify)	Unit Price (at Consignee Site) basis	
				(a)	(b)	(c)	(d)	(e) = a+b+c+d	4 x 5(e)

Total Tender price in Rupees: _____

In words: _____**Note: -**

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

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

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

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

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

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

.....
Name and designation of the officer

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

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

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

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

Proforma of Final Acceptance Certificate by the Consignee

NO _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

- (a) Contract No _____ Dated _____
- (b) Description Of The Equipment(S)/Plants: _____
- (c) Equipment(S)/ Plant(S) Nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporters: _____
- (g) Name of the Consignee: _____
- (h) Date of commissioning and proving test: _____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

(Signature)

(Name)

(Designation with stamp)

Explanatory notes for filling up the certificate:

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

MANUFACTURER'S AUTHORISATION FORM

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

Dear Sir,

Ref. Your TE document No _____, dated _____

We, _____ 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 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 as per clause 6 of the General Conditions of Contract, read with modification, if any, for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

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

[Name & address of the manufacturers]

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

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Block Medical Officer Haroli

Haroli, District Una
Himachal Pradesh

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

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

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

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

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

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

This guarantee shall be valid upto two months beyond the period of warranty. Initially valid for 41 months from the date of Notification of Award, i.e. upto ----- (*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

AFFIDAVIT REGARDING NON BLACK LISTING OF THE FIRM

I/We, (Name)_____ contractor/partner/sole proprietor (*strike out the word which is not applicable*) of (Firm)_____ do hereby declare and solemnly affirm to that the individual firm/companies are not black-listed by the Union or state Government or any partner or shareholder thereof are not directly or indirectly connected with or has any subsisting interest in business of my/our firm

Address _____
DEPONMENT _____

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed.

Dated:

DEPONMENT

(Note: - To be furnished on the non judicial stamp paper duly attested by the Oath Commissioner/Executive Magistrate)

CHECKLIST**Name of Tenderer:****Name of Manufacturer:**

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Annexure IV?			
c.	In case Bank Guarantee is furnished, have you kept its validity for a minimum of 105 days from Tender Opening			
2	Whether all the Pages are signed & properly tagged with all documents and enveloped properly sealed?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by DGS&D or NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5.	Have you submitted copy of the order(s) and end user certificate as desired in point no. 2 of ITB			
6.	Have you submitted manufacturer's authorization as per Annexure-VII			
7.	Have you kept validity of 60 days from the Tender Opening date as per the TE document?			
8.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
10.	Have you fully accepted payment terms as per TE document?			
11.	Have you fully accepted delivery period as per TE document?			
12.	Have you submitted the certificate of incorporation?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
13.	Have you accepted the warranty as per TE document?			
14.	Have you accepted all terms and conditions of TE document?			
15.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
16.	Have you submitted affidavit regarding non black listing of the firm as per Annexure-IX			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

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

(Name, address and stamp of the tendering firm)