

**TENDER FOR SUPPLY & INSTALLATION OF
PULSE OXIMETER AT JHARKHAND**

IFB NO: HLL/AFT-CMO/JH-I/EQP/2016-17/02, DATED 23.02.2017



HLL LIFECARE LIMITED

**AKKULAM FACTORY,
SREEKARIAM P.O.
THIRUVANANTHAPURAM – 17
Phone +91 471 244 5930
Fax +91 471 244 5935
Email: hcdcmo@lifecarehll.com
Website: www.lifecarehll.com**

INDEX

Section	Topic	Page No.
I	Notice inviting Tender (NIT)	3
II	General Instructions to Tenderers (GIT)	5
III	General Conditions of Contract (GCC)	24
IV	Special Conditions of Contract (SCC)	39
V	List of Equipments	41
VI	Technical Specifications	42
VII	Quality Control Requirements	43
VIII	Qualification Criteria	44
IX	Tender Form	45
IX A	Proforma 'A' I & A II	46
IX B	Tender form for price bid	48
X	Price Schedules (A & B)	50
XI	Check List	52
XII	Bank Guarantee Form for EMD	54
XIII	Bank Guarantee Form for Performance Security /CMC Security	55
XIV	Manufacturer's Authorisation Form	56
XV	Contract Form 'A'	57
XVI	Contract Form 'B'	59
XVII	Proforma of Consignee Receipt Certificate	60
XVIII	Proforma of Final Acceptance Certificate by the Consignee	61
XIX	Consignee Address	63

HLL LIFECARE LIMITED
(A GOVT. OF INDIA ENTERPRISE)
AKKULAM FACTORY,
SREEKARIAM P.O.
THIRUVANANTHAPURAM – 17

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SECTION - I
NOTICE INVITING TENDERS

HLL Lifecare Limited hereby invites sealed bids under Two-Bid system from eligible suppliers/manufacturers for supply & installation of **Pulse Oximeter for SNCU facility at Jharkhand.**

SI No	DESCRIPTION OF EQUIPMENT	Qty	EMD amount	Period of completion
1	Pulse Oximeter	78	Rs. 50,000/-	25 Days from the date of LOI/PO

Tender Documents will be issued from the Office of the **Joint General Manager (Mtls), HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram –17,** Tel: +471 244 5930 from **23.02.2017 to 04.03.2017** on all working days between 11.00 AM and 4.00 PM, on payment of non refundable fee of Rs. 5000.00 (Rupees Five Thousand only) (Including tax) in cash/DD. The tender may also be downloaded from the web site www.lifecarehll.com and the tender cost shall be submitted along with the tender in the form of Demand Draft taken in favour of HLL Lifecare Limited payable at Trivandrum. Failing to submit the tender document fee, the bid is liable to be rejected.

Last date and time of receipt of Tender : - 04.03.2017 at 14.00 PM.
Date and time of opening of Tender : - 04.03.2017 at 15.00 PM.

Joint General Manager (Materials)

SCHEDULE FOR SUBMISSION OF APPLICATION

EVENT	DATE
Starting date of sale of documents	23.02.2017
Last date of sale of documents	04.03.2017
Last date and time for submission of completed Tender	04.03.2017 at 14.00 hrs
Date and time for Opening of Technical Bid	04.03.2017 at 15.00 hrs

The completed Tender should be submitted before the due date and time of submission at the following address.

Joint General Manager (Materials)
HLL Lifecare Limited
Akkulam Factory, Sreekaryam P.O. ,
Thiruvananthapuram -17
Phone 0471 2445930 / 2445935
Email: hcdemo@lifecarehll.com

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
CONTENTS

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Definitions and Abbreviations	7
2	Introduction	8
3	Availability of Funds	9
4	Language of Tender	9
5	Eligible Tenderers	9
6	Eligible Goods and Services	9
7	Tendering Expense	9
B	TENDER ENQUIRY DOCUMENTS	
8	Contents of Tender Enquiry Documents	10
9	Amendments to Tender Enquiry Documents	10
10	Clarification of Tender Enquiry Documents	11
C	PREPARATION OF TENDERS	
11	Documents Comprising the Tender	11
12	Tender Currencies	12
13	Tender Prices	12
14	Indian Agent	13
15	Firm Price	14
16	Alternative Tenders	14
17	Documents Establishing Tenderer's Eligibility and Qualifications	14
18	Documents Establishing Good's Conformity to Tender Enquiry Document	14
19	Earnest Money Deposit (EMD)	15
20	Tender Validity	16
21	Signing and Sealing of Tender	16

D	SUBMISSION OF TENDERS	
22	Submission of Tenders	17
23	Late Tender	17
24	Alteration and Withdrawal of Tender	17
E	TENDER OPENING	
25	Opening of Tenders	17
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	18
27	Responsiveness	18
28	Minor Infirmary/Irregularity/Non-Conformity	19
29	Discrepancy in Prices	19
30	Qualification Criteria	20
31	Tender currency(Indian Rupees)	20
32	Evaluation	20
33	Comparison of Tenders	20
34	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	20
35	Tenderer's capability to perform the contract	21
36	Contacting the Purchaser	21
G	AWARD OF CONTRACT	
37	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	21
38	Award Criteria	21
39	Variation of Quantities at the Time of Award	21
40	Notification of Award	22
41	Issue of Contract	22
42	Non-receipt of Performance Security and Contract by the Purchaser	22
43	Return of EMD	22
44	Corrupt or Fraudulent Practices	22

SECTION – II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer /Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) “Goods” means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, etc. which the supplier is required to supply to the purchaser under the contract.
- (v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) “Consignee” means the Hospital/Institute person to whom the goods are required to be delivered as specified in the Contract.
- (x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) “Day” means calendar day.

1.3 Abbreviations:

- (i) “T E Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers

- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "SSI" means Small Scale Industry
- (xii) "LC" means Letter of Credit
- (xiii) "DP" means Delivery Period
- (xiv) "BG" means Bank Guarantee
- (xv) "ED" means Excise Duty
- (xvi) "CD" means Custom Duty
- (xvii) "VAT" means Value Added Tax
- (xviii) "CENVAT" means Central Value Added Tax
- (xix) "CST" means Central Sales Tax
- (xx) "RR" means Railway Receipt
- (xxi) "BL" means Bill of Lading
- (xxii) "FOB" means Free on Board
- (xxiii) "FCA" means Free Carrier
- (xxiv) "FOR" means Free On Rail
- (xxv) "CIF" means Cost, Insurance and Freight
- (xxvi) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance, local transportation and storage shall be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxvii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxviii) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxix) "RT" means Re-Tender.
- (xxx) "CMC" means Comprehensive Maintenance Contract (labour, spare and preventive maintenance)
- (xxx1) "CAMC" Comprehensive Annual Maintenance Contract

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – V and VI – "List of Requirements" and "Technical Specifications".
- 2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. 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.
- 2.3 Deleted.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist 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.

3. Deleted.

4. Language of Tender

4.1 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, unless otherwise specified in the Tender Enquiry. 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.

4.2 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.

5. Eligible Tenderers

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

6. Eligible Goods and Services

6.1 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.

7. Tendering Expense

7.1 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.

B. TENDER DOCUMENTS

8. Content of Tender Documents

8.1 In addition to Section I – “Notice inviting Tender” (NIT), the Tender documents include:

- Section II – General Instructions to Tenderers (GIT)
- Section III – General Conditions of Contract (GCC)
- Section IV – Special Conditions of Contract (SCC)
- Section V – List of Equipments
- Section VI – Technical Specifications
- Section VII – Quality Control Requirements
- Section VIII – Qualification Criteria
- Section IX – Tender Form
- Section X – Price Schedules
- Section XI – Check List
- Section XII – Bank Guarantee Form for EMD
- Section XIII – Bank Guarantee Form for Performance Security/CMC Security
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Contract Form ‘A’
- Section XVI – Contract Form ‘B’
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Consignee address

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

9. Amendments to Tender documents

9.1 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.

9.2 Such an amendment will be notified in Purchaser’s Website www.lifecarehll.com and also in writing by registered/speed post or by e-mail, to all prospective tenderers, which have received the TE documents and will be binding on them.

9.3 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.

10. Clarification of Tender documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than 7 days prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The **Two bid System**, i.e. “Techno–Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

A) Techno–Commercial Tender (Un priced Tender)

- i) Earnest money furnished in accordance with GIT clause 19.1
- ii) Tender Form as per Section IX (**Un priced**).
- iii) Documentary evidence, as necessary in terms of clauses GIT Clause 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer’s Authorisation Form.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX A along with relevant copies of orders and end users’ satisfaction certificate.
- viii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (**without indicating any prices**).
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XI.
- xi) Technical Compliance Statement (specification points-wise) along with pamphlets/Catalogue.

B) Price Tender:

The information given at clause no. 11.1 A) ii) & viii) above should be reproduced with the prices indicated.

N.B.

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

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

11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13. Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section X all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services. All the columns shown in the price schedule should be filled up as required. If any column doesn't apply to a tender, same should be clarified as "NA" by the tenderer.

13.2 There are 2 items in the List of Equipments. The tenderer has to submit its price for all the items considering complete requirement of goods and services as specified against each item. The tender which has not quoted for all the item or partially quoted shall be treated as non-responsive. The responsiveness L1 bidder will be determined as a package cost of entire system equipment in the tender.

13.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.4 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory/ex-showroom/ex-warehouse/off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
- c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading, Positioning and other local costs incidental to delivery of the goods to their final destination as specified in Price Schedule;
- d) The price of Incidental Services, as mentioned in Section V & VI, Price Schedule and GCC shall be considered;
- e) The price of CMC including all taxes and duties, as mentioned in GCC, SCC, List of Equipments, Technical Specification and Price Schedule shall be considered.

- f) The price of all kinds of disposables including media disposables (item wise) and service rates for embryologists and clinicians for seven years (during Warranty period & CMC period) shall be considered.

13.5 Additional information and instruction on Duties and Taxes:

- 13.5.1 The price will be taken inclusive of all duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty :

Tenderer should quote rates inclusive of Excise Duty. The rate applicable should be shown separately

13.5.3 Sales Tax:

Tenderer should quote rates inclusive of sales tax/ VAT, Service Tax and Works Contract Tax. The rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract.

13.5.4 Octroi Duty and Local Duties & Taxes :

The levies like town duty, Octroi duty, terminal tax and other levies of local bodies (like town body, municipal body etc.), if any, should be paid by the supplier at its own cost to the local body.

13.5.5 Customs Duty :

The Supplier will pay the Customs Duty wherever applicable. The duty shall be specified in the quote and exemption if any will be passed on to the purchaser.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

- 13.8 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign tenderer, the tenderer should have engaged an agent in India in connection with its tender and shall furnish the following information:

- a) The complete name, address, contact person and contact number of the Indian Agent(s)/service centres and its permanent income tax account number as allotted by the Indian Income Tax authority.

- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

15. Firm Price

- 15.1 Unless otherwise specified, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.

17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, 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.
- 17.2 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 authorised 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 XIV 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 VIII 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 payment of duties, taxes, levies, clearance of goods, freight, transport, insurance 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.

18. Documents establishing Good's Conformity to Tender document.

- 18.1 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 Tender 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 Tender documents to establish technical responsiveness of the goods and services offered in its tender.

- 18.2 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.
- 18.3 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.

19. Earnest Money Deposit (EMD)

Sl No	Item	EMD (Rs)
I	Supply, Installation and handing over of Pulse Oximeter	50,000.00

Earnest Money shall be in the form of a Demand Draft of a scheduled bank issued in favour of HLL Lifecare Limited, Trivandrum, or in the form of an irrevocable guarantee bond of any scheduled bank or State Bank of India and its associates, which should be placed in a separate sealed cover marked “Earnest Money” shall be submitted along with the tenders.

- 19.2 The earnest money shall be in Indian Rupees.
- 19.3 The earnest money in the form of BG shall be valid for a period of forty five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.
- 19.4 Unsuccessful tenderers’ earnest money will be returned to them without any interest, 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.
- 19.5 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.
- 19.6 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), It should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

20. Tender Validity

- 20.1 If not mentioned otherwise, the tenders shall remain valid for acceptance for a period of 120 days after the date of tender opening prescribed in the Tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 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 e-mail or 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.
- 20.3 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.

21. Signing and Sealing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11
- 21.2 The original of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.3 All the copies of the tender shall be duly signed at the appropriate places as indicated in the Tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.4 The tenderer is to seal the tender in envelopes, and write the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before 04.03.2017 (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.5 Tender document seeks quotation following **Two Bid System**, in two parts. First part will be known as **‘Techno - Commercial Tender’**, and the second part **‘Price Tender’** as specified in clause 11 of GIT. Tenderer shall seal **‘Techno - Commercial Tender’** and **‘Price Tender’** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 Tenders shall be submitted to HLL Lifecare Ltd., by hand or through registered post or courier service at the address given below and not later than 14.00 Hrs on 04.03.2017. In respect of Applications received by post or courier, HLL shall not assume any responsibility for any delayed delivery. Documents submitted in connection with this tender will be treated confidential.

22.2 The Tenders should be addressed to:

The Joint General Manager (Materials)
HLL Lifecare Limited
Akkulam Factory, Sreekaryam P.O. ,
Thiruvananthapuram -17
Phone 0471 2445930 / 2445935
Email: hcdcmo@lifecarehll.com

22.3 HLL may, at its discretion, extend the deadline for the submission of Tender, in which case all rights and obligations of HLL and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

23. Late Tender

23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

24. Alteration and Withdrawal of Tender

24.1 The tenderer, after submitting its tender, is permitted to withdraw/alter/modify its tender so long as such withdrawal/alterations /modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

25.1 The tenders will be opened at the specified date and time and at the specified place as indicated in the Schedule for submission of Application.

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.

- 25.2 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.
- 25.3 Two -Bid Tender system as mentioned in para 21.5 above will be as follows. 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 evaluation, the tender opening official(s) will assess 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 evaluation committee. 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. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out. The price bid of bidders who do not qualify based on the evaluation of technical bids shall be returned unopened.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

- 26.1 Tenders will be evaluated on turnkey basis, on the basis of the terms & conditions already incorporated in the Tender 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. For evaluating the Techno commercial bid, the purchaser may at its discretion call for demonstration/ presentation/ samples etc.

27. Responsiveness

- 27.1 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, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, the Purchaser will determine the substantial responsiveness of each Tender to the Tender Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. 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.

- 27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- (i) Tender form as per Section IX (signed and stamped) not enclosed
 - (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD (Amount, validity etc.) have not been provided.
 - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
 - (vi) Tenderer has not agreed to give the required performance security.
 - (vii) Goods offered are not meeting the tender enquiry specification and in demonstration.
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - (ix) Poor/ unsatisfactory past performance.
 - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1 and Section VIII
 - (xii) Submission of false information in the Tender.
 - (xiii) Erasure or over-writing in the tender is without initialled by the person(s) signing the tender as per GIT clause 21.

28. Minor Infirmary/Irregularity/Non-Conformity

- 28.1 If during the preliminary examination, the purchaser find any minor infirmity 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 tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/Courier 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.

29 Discrepancies in Prices

- 29.1 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.

- 29.2 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
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 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/Courier. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Qualification Criteria

- 30.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further.

31. Tender currency (Indian Rupee)

- 31.1 The TE document permits the tenderers to quote their prices in Indian Rupees only.

32. Items Evaluation

The List of Requirements contains more than one item. The responsive tenders will be evaluated and compared only on package cost as a turnkey tender. However the quotes shall be with item-wise unit cost and total cost with applicable taxes/duties for each and every equipment in the List of Requirements separately.

33. Comparison of Tenders

The comparison of the responsive tenders shall be carried out on Free Delivery at consignee site basis. The price ranking will be carried out as under.

Total price = Price with all accessories as per technical specification in the format given in Section – X (A)

The tenderers shall also quote for CMC price for 5yrs as per Section – X (B) separately. Failing which the bid is liable to be rejected.

34. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

- 34.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:

In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and Excise Duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable by the tenderer.

- 34.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in other Sections, in the manner and to the extent indicated therein.

35. Tenderer's capability to perform the contract

- 35.1 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.
- 35.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production/execution 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.

36. Contacting the Purchaser

- 36.1 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.
- 36.2 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 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

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

- 37.1 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.

38. Award Criteria

The contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser as per clause 33 to 36 of GIT.

Only those bidders who qualify at the techno- commercial stage will be eligible for opening of price bids.

39. Variation of Quantities at the Time of Award/ Currency of Contract

- 39.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" without any change in the unit price and other terms & conditions quoted by the tenderer.
- 39.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase the quantity of goods and services mentioned

in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract period.

40. Notification of Award

40.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein 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 the notification of award, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section III

41. Issue of Contract

41.1 Promptly after notification of award, the Purchaser will mail the Contract Form (as per Section XV and XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

41.2 Within twenty one 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.

42. Non-receipt of Performance Security and Contract by the Purchaser

42.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it as per the clause 24 of GCC – Termination of default.

43. Return of EMD

43.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.4 and 19.5.

44. Corrupt or Fraudulent Practices

44.1 It is required by all concerned namely the Consignee/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: -
defines, for the purposes of this provision, the terms set forth below as follows:
“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

“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;

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;

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
GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

Sl No.	Topic	Page
1	Application	25
2	Use of contract documents and information	25
3	Patent Rights	25
4	Country of Origin	25
5	Performance Security	26
6	Technical Specifications and Standards	26
7	Packing and Marking	26
8	Inspection, Testing and Quality Control	27
9	Terms of Delivery	28
10	Transportation of Goods	28
11	Insurance	28
12	Spare parts	29
13	Incidental services	29
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	30
15	Warranty	30
16	Assignment	31
17	Sub Contracts	31
18	Modification of contract	32
19	Prices	32
20	Taxes and Duties	32
21	Terms and mode of Payment	33
22	Delay in the supplier's performance	34
23	Liquidated Damages	35
24	Termination for default	35
25	Termination for insolvency	35
26	Force Majeure	36
27	Termination for convenience	36
28	Governing language	37
29	Notices	37
30	Resolution of disputes	37
31	Applicable Law	37
32	General/Miscellaneous Clauses	38

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

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 Special Conditions of Contract prescribed under Section IV, List of requirements 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.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 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, trade marks 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.
The country of origin may be specified in the Price Schedule.

5. Performance Security

- 5.1 Within thirty (30) 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 60 days after the date of completion of 1 year warranty period / all contractual obligations by the supplier, including the warranty obligations, initially valid for a total period of minimum 14 months from the date of Notification of Award.
- 5.2 The Performance security shall be denominated in Indian Rupees.
- a) It shall be in any one of the forms namely Account Payee Demand Draft drawn from any 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 Bank Guarantee will be for a period up to sixty (60) days beyond 1 year Warranty Period.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser the amount of the performance security is liable to be forfeited. The Purchaser may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Purchaser.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into CMC as per the 'Contract Form – B' in Section XVI with respective consignees, 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 Subject to GCC sub – clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all warranty and contractual obligations including submission of satisfactory performance certificates received from Hospital authorities towards quarterly preventive maintenance and breakdown maintenance services rendered by the contractor during warranty period.

6. Technical Specifications and Standards

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

7. Packing and Marking

- 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 VI and VII and in SCC under Section IV. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VI and VII and in SCC under Section IV, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

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/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
If required by the purchaser, Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
For details of final inspection please refer section IV, special conditions of Contract.

9.0 Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery as follows:

- a) The goods shall be supplied, unpacked, and installed and commissioned at consignee site within 25 days from date of order. All costs including insurance, loading, unloading etc., shall be borne by the supplier.

10. Transportation of Goods

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

11. Insurance:

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till installation, testing and commissioning in the equipment.

If the equipment is not commissioned and handed over to the consignee within stipulated period, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

- 12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- a) The spare parts as selected by the Purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the Purchaser.

13. Incidental services

- 13.1 Subject to the stipulation, if any, in the SCC (Section – IV), List of equipments (Section – V) and the Technical Specification (Section – VI), the supplier shall be required to perform the following services.
- i) Installation & Commissioning, Supervision and Demonstration of the goods and rectification of accidental damages occurred before handing over the system/site to Hospital authorities.
 - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - iii) Training to Doctors/Technicians on equipments in clinical aspects for operating and maintaining the equipments.
 - iv) Deleted.
 - iv) Supplying required number of operation & maintenance manual for the goods.
 - v) Providing all the necessary as built drawings after the installation and commissioning.

- ix) Provide all software updates during warranty period without any additional cost.

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement.

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;

Two copies of packing list identifying contents of each package;

Inspection certificate issued by the nominated Inspection agency, if any.

Certificate of origin;

Insurance Certificate as per GCC Clause 11

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

15. Warranty

- 15.1 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 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.
- 15.2 This warranty shall remain valid for 1 **(One) year** from the date of handing over entire equipment and acceptance by the Purchaser/Hospital in terms of the contract after installation and commissioning, unless specified otherwise in the SCC.
- 15.3 In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the supplier. The period of the warranty will be as per GCC clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 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.

- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of Twelve (12) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 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.
- 15.7 During Warranty period, the supplier is required to visit at consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser reserve the rights to enter into CMC between Purchaser/Consignee and the Supplier for the period of 5 years as mentioned in this tender, after the completion of warranty.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the constant performance of the machines and equipments supplied by them to the purchaser for 8 years from the date of installation and handing over.
- 15.10 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.

16. Assignment

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

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

18.1 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/Consignee's amendment / modification of the contract.

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

Payment Terms

- a) 90% of supply value shall be released against supply and certificate for receipt of the item in good condition from the Hospital/Purchaser.
- b) Final 10% shall be released against submission of certificate issued by Hospital/Purchaser certifying that the facility has been installed, commissioned and handed over and submission on Performance Security and other documents stated in this tender.

- c) Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract and upon the submission of the following documents:
 - i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - ii. Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
 - iii. Two copies of packing list identifying contents of each package;
 - iv. Inspection certificate issued by the nominated Inspection agency, if any.
 - v. Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
 - vi. Certificate of origin.
 - vii. Certifications from Doctors and Embryologist in proof of training imparted to them.

21.1 CAMC Payment :

The payment of CMC will be made on half yearly basis, after satisfactory completion of said period on submission of bills with supporting documents, certified by the Hospital authorities, in proof of preventive and breakdown maintenance having rendered in the 6 months. In case the supplier / contractor fails carry out the preventive maintenance, in the stipulated period, the purchaser may extend the period of contract to the period of non services or impose the penalty on the contractor at the discretion of the contractor. However such non service(s) is/ are by a reason of Hospital, the penalty / extension mentioned above will not be applicable.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 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.
- 21.4 The payment shall be made in Indian Rupees.
- 21.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- 21.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.7 The payment for the preventive maintenance will be released only on the submission of performance security of 5% for the particular year.

22. Delay in the supplier's performance

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and

(iii) Termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 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 despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser 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 and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

- 24.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

- 25.1 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.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 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.
- 26.4 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.

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

27. Termination for convenience

- 27.1 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.
- 27.2 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.

28. Governing language

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

- 30.1 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.
1. If the parties fail to resolve their dispute or difference by such mutual consultations within twenty one days of its occurrence the same shall be referred

by the purchaser to the sole arbitration of an Officer , appointed by the C&MD, HLL from the department other than the department who has decided the tender. The award of the arbitrator shall be final and binding on the parties to this contract.

2. In the event of the Arbitrator neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the purchaser to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
3. It is further a term of contract that no person other than the person appointed by the purchaser as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
4. The arbitrator may from time to time with the consent of all parties to the contract enlarge the time for making the award.
5. Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
6. Subject as foresaid the Arbitration Act amended up to date and the rules there under and any statutory modification thereof for the time being a in force shall be deemed to apply to the Arbitration proceedings under this clause.
7. The arbitrator shall be requested to give reasoned award.
8. The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the purchaser at his discretion may determine.

31. Applicable Law

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

32. General/ Miscellaneous Clauses

- a. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- b. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c. The Supplier shall notify the Purchaser of any material change would impact on performance of its obligations under this Contract.
- d. Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- e. The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- f. The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action,

omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

- g. All claims regarding indemnity shall survive the termination or expiry of the contract

SECTION –IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. General requirement for eligibility

- a) In order to decide the responsive ness of tender, the Purchaser may ask to the tenderer for Demonstration of equipment/system, presentations and sample and the tenderer shall arrange Purchaser's requirement as and when so asked, failing which the tender shall be deemed as non-responsive.
- b) The Licences, Certifications, if any, required from the regulatory authorities in India with respect to this tender shall be produced along with the tender.
- c) All technical details, catalogue, application details, shall be provided along with the tender.
- d) One to one compliance statement to technical specification requirements against each item shall be provided along with the tender, with pamphlets/Catalogs.
- e) Acceptance test should be done at Medical College Hospital Kozhikode, prior to handing over of equipment.
- f) All details of pre installation and installation works along with schedules & drawings should be supplied within a week of award of order.

2. Final Inspection

The final inspection of the Goods will be done by the Technical Committee of HLL and consignee after installation and commissioning of the goods.

3. Warranty:

- a) Three years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution.
- b) 95% uptime Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

4. After Sales Service:

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

5. CAMC :

- a) Tenderer shall offer price for

CAMC rates separately in SECTION – X, PRICE SCHEDULE (B)

CAMC shall be awarded at the discretion of Purchaser/Hospital at the end of the warranty period.
- b) The CAMC shall be for 5 years after completion of 1 year warranty period.
- c) Preventive Maintenance services during CAMC shall be rendered on half yearly basis with minimum gap between two services shall be not less than 150 days and not more than 180 days.
- d) Breakdown calls shall be attended immediately and major complaints shall be rectified within 3 calendar days from the date of intimation. The breakdown calls shall not be combined with preventive maintenance calls.
- e) In case the performance of CAMC services is not satisfactory and found below the 95% uptime level, the Purchaser / Hospital has the right to source the maintenance services from other means/agency at the risk and cost of contractor including termination of contract and legal/penal actions.
- f) On receipt of CAMC order, the contractor shall furnish performance security for an amount equal to 5% of the CAMC value per annum in the form of Demand Draft or Performance Bank Guarantee, which will be renewed in term with value of every year till completion of CAMC period.

6. Deleted..

7. CMC:

- a) The cost of CMC includes preventive maintenance with required testing, calibration as per technical/service/operational manual, labour and spares. The supplier shall visit the site as recommended in the manufacturer's technical/ service /operational manual, but minimum once in six months during the CMC period for preventive maintenance.
- b) The cost of CMC may be quoted along with taxes and duties applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by Hospital authorities, but subject to valid Performance Security.
- 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 the CMC period, all software updates should be provided free of cost.

SECTION V

LIST OF REQUIREMENTS

List of Equipments

Sl. No.	PRODUCT DESCRIPTION	QTY
1	PULSE OXIMETER	78 Nos.

SECTION VI (A)

Technical Specification

PULSE OXIMETER

Pulse oxymeter, bedside, neonatal

- Compact portable bedside pulse oxymeter with LCD display.
- Continuous monitoring of SpO₂ (arterial blood oxygen saturation), pulse rate and signal strength
- Measuring range:
 - SpO₂: 30 to 100 %, minimal graduation 1%.
 - Pulse rate: 20 to 250 bpm, minimal graduation 1 bpm.
 - Accuracy SpO₂: 50 to 69% ($\pm 3\%$), 70 to 100% ($\pm 2\%$).
- Display shows SpO₂(%), HR(bpm) and signal strength bar
- Large display readable from distance, display cover durable plastic.
- User preset of high/low alarms on SpO₂ and pulse rate monitoring
- Audio visual alarm for SpO₂ and pulse rate in case measurements are outside preset range
- Silencing feature for audio alarm
- Display reports system errors, probe failure and built-in battery status
- Automatic switch from mains to batteries in case of power failure
- Power requirements: 220 V/50 Hz and internal re-chargeable battery (autonomy approx 6 hrs,automatic recharge).
- Power consumption: 50 W.
- Device is produced by ISO 9001 certified manufacturer.
- Device is safety certified according CE 93/42, FDA 510k or equivalent.

Supplied with:

- 1 x reusable SpO₂ sensors neonate, clip-on type (including connection cable).
- 1 x reusable SpO₂ sensors neonate, wrap around type (including connection cable).
- 1 x spare set of fuses.
- User manual with trouble shooting guidance, in English.
- Technical manual with maintenance and first line technical intervention instructions, in English
- Training and installation at end-user site.

SECTION VI (B)

DELIVERY DESTINATIONS

Sl.No	Hospital	Name of District	Qty
1	District Hospital, Bokaro	Bokaro	6 Nos.
2	District Hospital, Deoghar	Deoghar	6 Nos.
3	District Hospital, Dumka	Dumka	6 Nos.
4	District Hospital, Giridih	Giridih	6 Nos.
5	District Hospital, Hazaribag	Hazaribag	6 Nos.
6	District Hospital, Jamtara	Jamtara	6 Nos.
7	District Hospital, Simdega	Simdega	6 Nos.
8	District Hospital, Latehar	Latehar	6 Nos.
9	District Hospital, Pakur	Pakur	6 Nos.
10	District Hospital, Palamu	Palamu	6 Nos.
11	District Hospital, Godda	Godda	6 Nos.
12	District Hospital, Koderma	Koderma	6 Nos.
13	District Hospital, Rajmahal	Sahebganj	6 Nos.

Section – VII

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.

- 01 Name of the manufacturer
 - a. Full postal address with e mail address.
 - b. Telephone number
 - c. Fax number
 - d. E-mail

- 02 Quality control arrangement details
 - a. For final product evaluation

- 03 Test certificate held
 - a . Type test
 - b . BIS/ISO certification
 - c . Any other

Signature and seal of the Tenderer

Section – VIII
Qualification Criteria

Sl. No.	Minimum Eligibility criteria	Narrations
1	Authority to tender	The Tenderer must be a Manufacturer or its authorised Agent. (In the case of Agent, Manufacturer's authorisation letter shall be attached along with the Tender)
2	Experience	The Tenderer should have supplied and installed atleast 40 Nos. of Pulse Oximeter in any of the last 3 years, one year prior to this tender.
3	Financial capability	The Tenderer should have an Annual Turnover of 1 crore in the last 3 years. (The relevent pages of balance sheet showing annual turn over and profit and loss account duly certified by Chartered Accountant shall be enclosed– Proforma 'A'- I)
4	Responsiveness to List of Equipments	The items quoted shall be responsive to the requirements in the List of Equipments in the Tender.

Note

1. In support of 3, the Tenderer shall furnish Performance statement in the enclosed Proforma 'A' II (SECTION- IX) duly signed by the Purchaser
2. 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 VII.
3. 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.
4. 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 – IX
TENDER FORM

Date _____

To

The Joint General Manager (Materials)
HLL Lifecare Limited
Akkulam Factory, Sreekaryam P.O. ,
Thiruvananthapuram -17
Phone 0471 2445930 / 2445935
Email: hcdcmo@lifecarehll.com

TENDER 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 of _____ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

We agree to keep our tender valid for acceptance as required in the GIT clause 20, 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

PROFORMA 'A' I

Name & Address of
Tenderer :

Whether Manufacturer
or agent :

Financial Data	13-14	14-15	15-16	Average annual turn over for last 3 years
----------------	-------	-------	-------	--

Annual Turn over

Gross Profit/Loss

Whether attached the relevant
Pages of Balance sheet and
Profit and Loss A/c duly certified
By Chartered Accountant

Signature and stamp of Chartered Accountant

Signature of Tenderer with stamp

PROFORMA 'A' II (Documentary proof for Proforma 'A')
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Tender Reference No. : _____

Date of opening : _____

Order cross reference No. : _____

Name and address of Purchaser : _____

Country of origin, Name and address
of the manufacturer/Tenderer : _____

Order placed by (full address of Purchaser)	Order number and 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
				As per contract	Actual		
1	2	3	4	5	6	7	8

Date:

Signature and seal of the Purchaser

NB: Satisfactory performance certificate from clients to be enclosed

Section – IXB
TENDER FORM (for price bid)

Date_____

To

The Joint General Manager (Materials)
HLL Lifecare Limited
Akkulam Factory, Sreekaryam P.O. ,
Thiruvananthapuram -17
Phone 0471 2445930 / 2445935
Email: hcdcmo@lifecarehll.com

Tender 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 of _____ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in – “Special Instructions to Tenderers” 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

SECTION – X PRICE SCHEDULE

A) PRICE SCHEDULE FOR SUPPLY AND INSTALLATION PULSE OXIMETER

1	2	3	4	5								6			
SI No	Brief Description of Goods	Brand / Model	Quantity (Nos.)	Manufacturer	Price per unit (Rs.)								Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)		
					Basic Price	Excise duty @		Sales Tax @		Freight & Insurance & Delivery at Destination		Service charges, if any, specify		Other charges, if any, specify	Unit Price (at Consignee Site) basis
					(a)	(b)		(c)		(d)		(e)		(f)	(g) = a+b+c+d+e+f
						%	Amt	%	Amt	%	Amt				
1	Pulse Oximeter		78 Nos												

Total tender price in rupees _____

In words: _____

Note:

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for CMC after warranty shall be quoted separately as per Section – X – Price Schedule (B)

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

SECTION – X PRICE SCHEDULE

B) PRICE SCHEDULE FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4					5
SI No.	BRIEF DESCRIPTION OF GOODS	Qty. (Nos.)	Comprehensive Maintenance Contract price for Each Unit year wise*.					Total Comprehensive Maintenance Contract price for 5 Years (4a+4b+4c+4d+4e)
			1 st year	2 nd year	3 rd year	4 th year	5 th year	
			a	B	c	d	e	
1	Pulse Oximeter	78						

*** After completion of 3 years Warranty period**

NOTE:-

- In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
- The cost of CMC which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey.
- The 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.
- Successful tenderer shall enter into an agreement.
- The payment of CMC will be made as per clause GCC clause 21.1.
- The uptime warranty will be 95 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
- All software updates should be provided free of cost during CMC period.
- The stipulations in Technical Specification will supersede above provisions.
- The supplier shall keep sufficient stock of spares required during Annual Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name_____

Business Address_____

Signature of Tenderer_____

Seal of the Tenderer_____

Place: _____

Date: _____

SECTION – XI
CHECK LIST

Name of Tenderer:

Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section IX?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. 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?			
4. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you submitted prices of goods, CMC etc. in the Price Schedule as per Section X?			
7.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
8. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
10.	Have you fully accepted payment terms as per TE document?			
11.	Have you fully accepted delivery period as per TE document?			
12.	Have you submitted the certificate of incorporation?			
13.	Have you accepted the warranty as per TE document?			
14.	Have you accepted terms and conditions of TE document?			
15.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
16.	Have you furnished relevant pages of Annual Report (Balance Sheet and Profit & Loss Account) regarding turnover and profit for last three years prior to the date of Tender opening?			

Date:

Name

Signature

Stamp and full address

SECTION – XII
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 of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION – XIII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To

HLL Lifecare Limited
Akkulam Factory, Sreekaryam P.O. ,
Thiruvananthapuram -17
Phone 0471 2445930 / 2445935
Email: hcdcmo@lifecarehll.com

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

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

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

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

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

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

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

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

.....
Name and designation of the officer

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

SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

To

The Joint General Manager (Materials)
HLL Lifecare Limited
Akkulam Factory, Sreekaryam P.O. ,
Thiruvananthapuram -17
Phone 0471 2445930 / 2445935
Email: hcdemo@lifecarehll.com

Dear Sirs,

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, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

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

[Name & address of the manufacturers]

Note :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.

**SECTION – XV
CONTRACT FORM - A**

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

(Address of the Purchaser's/Consignee's
office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) Purchaser's Notification of Award

Note : The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

(ii) Any other additional services (if applicable) and cost thereof: _____

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

2. Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of purchaser's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

3. Warranty clause

4. Payment terms

5. Paying authority

**(Signature, name and address
of the Purchaser's/Consignee's authorised official)**
For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVI
CONTRACT FORM – B
CONTRACT FORM FOR COMPREHENSIVE MAINTENANCE CONTRACT

CMC No. _____
 Between _____

(Joint General Manager (Materials), HLL Lifecare Limited, Akkulam Factory, Sreekaryam P.O. , Thiruvananthapuram -17, Phone 0471 2445930 / 2445935, Email: hcemo@lifecarehll.com)

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
SI No.	BRIEF DESCRIPTION OF GOODS	Qty. (Nos.)	Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Comprehensive Maintenance Contract Cost for 5 Years (4a+4b+4c+4d+4e)
			1 st	2 nd	3 rd	4 th	5 th	
			A	b	c	d	e	

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

- b) 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)
- c) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 7 years as contained in the above referred contract on yearly basis for complete equipment (including Batteries for UPS) .
- d) 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.
- e) 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.
- f) All software updates should be provided free of cost during CMC.

SECTION – XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee’s authorized representative)

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

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

SECTION – XVIII
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/Transporter: _____

(g) Name of the
Consignee: _____

(h) Date of commissioning and proving test: _____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

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

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

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

Signature.

Name.

Designation with stamp.

Explanatory notes for filling up the certificate:

He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser in respect of the installation of the equipment(s)/plant(s).

Training of personnel has been done by the supplier as specified in the contract.

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned.

Section – XIX

Consignee List

Consignee Code	Medical Institutions	Contact Address.	AirPort	SeaPort