

**Tender for Supply of Diagnostic Equipment - Blood Gas Analyzer (ABG) under reagent rental Scheme to HLL Lifecare Limited's Diagnostic laboratories at Maharashtra**

**Tender Ref No:HLL/SD/HCS/2017-18/TENDER/08**



**SOURCING DIVISION  
HLL LIFECARE LTD.  
CORPORATE AND REGD. OFFICE  
HLL BHAVAN, POOJAPPURA  
THIRUVANANTHAPURAM  
0471-2354949, Ext. 326,323,242.  
[www.lifecarehll.com](http://www.lifecarehll.com)**

**Tender date: 02<sup>nd</sup> September 2017**  
**Last date of Submission of Tender: 08<sup>th</sup> September 2017, 15:00 Hours**  
**Opening of Technical bid: 08<sup>th</sup> September 2017, 15:30 Hours**

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**NOTICE INVITING TENDER**

**Sub: Tender for Supply of Diagnostic Equipment - Blood Gas Analyzer (ABG) under reagent rental Scheme to HLL Lifecare Limited's Diagnostic laboratories at Maharashtra**

**Tender No: HLL/SD/HCS/2017-18/TENDER/08 dated: 02<sup>nd</sup> September 2017**

**I. Background**

HLL Lifecare Limited (HLL) is a Government of India Enterprise under the Ministry of Health and Family Welfare. HLL, a world leader in contraceptives, has grown into a comprehensive healthcare company. A parallel world of services exists under HLL Lifecare apart from its products. Healthcare Services Division offers outsourcing partnerships to partnering institutions in the areas of diagnostic services, imaging services, laboratory services and specialist services. HLL retail Outlets offers medicine, surgicals, consumables, implants, lenses, frames, etc. in an affordable rate to the patients.

**II. Objective**

HLL is setting up Diagnostic labs in various Govt. & Non-Govt. Institutions across India as a joint initiative. The Centre will provide quality Diagnostic Services - in Biochemistry, Serology, Pathology, Microbiology etc. in various Govt. & Non-Govt. institutions at an economical rate. The Centre will mainly cater to the requirements of all departments of hospital including super specialty. The Centre shall procure products of various standard manufacturers/ suppliers who can provide high end lab equipment on Reagent Rental scheme, offering Quality Laboratory reagents at economical rate. The success of this noble venture depends on the co-operation of the manufacturer/supplier. We expect the companies to quote their best possible rate as a special case as HLL intends to pass on maximum benefit to the patients.

**HLL Lifecare Ltd**, invites sealed and super scribed quotation from Manufacturers / Authorised Distributors / Authorized Importers for Supply of Blood Gas Analyzer (ABG) Equipments – 2nos on reagent rental scheme for HLL Diagnostic laboratories at Maharashtra. Eligible bidders are requested to submit their best offer along with complete technical details, commercial terms & conditions as per this tender document.

***Publishing date of bid: 02<sup>nd</sup> September 2017.***

***Last date of submission (at the office of the Senior Manager (SD), Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram): 08<sup>th</sup> September 2017, 15.00 Hours.***

***Opening of Technical bid: 08<sup>th</sup> September 2017, 15.30 Hours at HLL Lifecare Ltd, Poojappura Thiruvananthapuram)***

Interested applicants can participate in the bid.

HLL reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through HLL web site, as corrigendum/amendments etc., if any, will be notified on the HLL web site and separate advertisement will not be made for this regard.

**For HLL Lifecare Ltd.**

**Senior Manager (SD)**

**TERMS AND CONDITIONS****1. ELIGIBILITY CRITERIA FOR BIDDERS**

1. Only manufacturer/Authorised distributor/authorised importer are eligible to bid. Authorization letter from Manufacturer in favour of authorized distributor/importer to bid / negotiate / conclude the order against this tender must be enclosed with technical bid. Manufacturers have to produce copy of the valid manufacturing license along with the technical bid.
2. The tenderer/bidder should have a minimum 03 (Three) years of experience for supply & successful installation of machines of similar equipment. Two recent empanelment certificate from any government or private agency or documents to prove the supplies made (and successful installation) to government and reputed private hospitals/institutes/retailers must be enclosed along with the technical bid.
3. The average annual turnover of the tenderer in the last three years shall not be less than Rs.25 Lakhs. The audited annual report of the last three years should be submitted along with the technical bid.
4. The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India.
5. Self-attested Non conviction certificate shall be enclosed along with the technical bid.
6. The tenderer should have service and distributor network to cover Maharashtra. The details of service engineers and list of distributors shall be submitted along with the technical bid.
7. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature mentioning all the terms & conditions clearly, must be enclosed with the technical bid.

The bid will be summarily rejected in case any or all of the following:

1. The bid with conditional and ambiguous clauses
2. The bid without EMD

The tender/bid of any tenderer, who has not complied with one or more of the conditions of pre-qualification criteria and / or fail to submit the required documents in prescribed format as mentioned / or required / or conditional tender are liable to be summarily rejected.

**2. Scope of the work**

Supply and successful installation, validation and training of Blood Gas Analyzer (ABG) – 2nos on reagent rental scheme and quote the rates for Reagent, Consumables and Quality Control (QC) to HLL Diagnostic Laboratory as per the Supply order terms and conditions and finalized rate. This tender is used to empanel the bidders for HLL Diagnostic Laboratory future projects also. The selected bidder will be considered for HLL Diagnostic Laboratory future projects also.

**3. Product Specification**

Complete product technical specifications, technical details, make, model & country of origin, illustrations, literature, printed pamphlets/leaflets etc, must accompany the

quotation. Leaflets, pamphlets, etc. shall be taken for information purpose only and shall not form the part of the contract. The original Literature or the relevant part of the user/service manual should be attached as proof. The tentative specification of the equipment is given from **Annexure – 1**

#### **4. Rate:**

4.1 Parties have to quote the reagent rental basis as per the following criteria. Parties have to quote the rates for reagent, Consumables and all-inclusive Cost per Reportable Test (CPRT) rate.

4.2. Prices quoted should be '**Firm & final**' for free delivery of reagents and calibrators at the sites, mentioning the quantity, unit price, total amount and applicable taxes etc clearly as per the price schedule enclosed in **Annexure-8**.

4.3. The prices quoted shall be valid for a period of 5 years from the date of signing of MOU/Agreement.

4.4. The bids will be evaluated by taking the total rate quoted for all the items except QC in the bid for each equipment.

#### **5. Validity:**

The quoted rates must be valid for a period of Sixty months from the date of notice of award. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

#### **6. Ethical Standard**

1.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract

For the purposes of this provision, the terms set forth below are defined as follows:

- (i) Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- (ii) Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition

**7. Non Moving & Expiry** – The tenderer/bidder has to take back nonmoving and near expiry products having less than 2/3<sup>rd</sup> of Original shelf life if any and issue credit note for equivalent purchase.

**8. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.

**9. Clarification of Bidding Documents**

- a) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by fax at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.
- b) During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

**10. Amendment of bidding documents**

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment in company website only.

**Preparation of Bids****11. Language of Bid**

All correspondence and documents related to the bid shall be in English.

12. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two, price quoted in words shall be considered.

**13. Bid Form, Earnest Money Deposit (EMD)**

13.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

13.2 Bidder shall furnish, as part of its bid, EMD as mentioned below

<b>EMD Amount</b>	<b>Validity</b>
Rs14,000.00	For Three months from the date of opening of Technical Bid if Demand Draft and Six months in case of Bank Guarantee.

13.3 The EMD shall be denominated in the currency of the bid and shall be in one of the following forms: -

- (a) A bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at **Annexure-09** or another form acceptable to the Purchaser
- (b) Account payee Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram

- 13.4 Any bid not secured in accordance with Clauses 13.1 and 13.2 will be rejected by the Purchaser as non-responsive.
- 13.5 Unsuccessful bidder's EMD's will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.
- 13.6 The EMD may be forfeited: -
- (a) If a Bidder:
- (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (ii) Does not accept the correction of errors.
- (b) In the case of the successful Bidder, if the Bidder fails:
- (i) To sign the contract in accordance with Clause 43.

#### 14. Financial Bid

The Bid Price Schedule must be prepared in accordance with the instructions specified below:

- Parties have to quote the price in accordance with **Annexure-8**
- Parties have to quote the prices for reagent, consumables and QC.

- 15. Fixed prices:** The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be Sixty months (can be extendable) from the award of contract and not subject to any variations on any account during this period.
- 16. Parallel rate contracts:** HLL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.
- 17. In case of Default:** The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.
- 18. Risk purchase:** If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to recover the same from the supplier if the supplier does not make the payment.
- 19. Inspection:** The supplier should submit the batch test reports for the supplies made to HLL. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection)
- Incase supplier is unable to meet the schedule with quantity and or time lines as mentioned in the tender, the same may be indicated vide separate letter giving the delivery time schedule as part of tender document. In the event L1 party does not meet the timeline as required by HLL, HLL reserves the right to go to the L2 party to meet the delivery deadline.
- 20. Shelf Life:** The supplies of reagents, consumables, QC etc. should be from fresh stock only. Products should have minimum 2/3<sup>rd</sup> shelf life at the time of receipt at HLL outlet.

**21. Indemnity:**

1. The supplier has to indemnify purchaser and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses, and all issues arising out of supply and installation of Blood Gas Analyzer Equipments on reagent rental Scheme.
2. The supplier has to indemnify and hold harmless HLL, its affiliates and all Directors, shareholders and employees of HLL from and against any and all liabilities, damages, claims, fines, proceedings, penalties and expense including counsel fees of whatsoever kind or nature arising out of errors in clinical reports due to malfunction of the equipment and reagents supplied by the supplier.
3. HLL will indemnify and hold harmless the supplier, its affiliates and all Directors, shareholders and employees of supplier from and against any and all liabilities, damages, claims, fines, proceedings, penalties and expense including counsel fees of whatsoever kind or nature arising out of errors in clinical reports due to the mistake committed by technical person engaged by HLL.

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

**23. Flexibility of prices:** The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally. Based on new tender rate, if the existing CPRT rate for same equipment with the same supplier differ from the new rate, the previous rate(s) can also be equated to the new rate based on an agreement, to avoid the different rates for same reagent in the same financial year.

**24. Submission of invoice:** Invoice/ bills shall be raised in the name of "HLL Diagnostic Laboratories address mentioned in the purchase Order" and the same shall be submitted to the Centre in charge along with the materials to be supplied.

**25. Delivery & Installation of Goods/Equipment**

25.1. Delivery of the Goods/equipments shall be made by the Supplier as per purchase Order terms during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods/equipments, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As far as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

25.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages by the Purchaser.

25.3 Satisfactory installation/commissioning and hand over of the equipment shall be completed within 30 days from the date of issue of LOI / Notice of Awards. In case of emergency, the equipment to be installed and commissioned within the stipulated time as requested by the purchaser.



**26.** Equipment should be brand new; refurbished equipment will not be accepted by HLL. The supplier shall provide all the necessary accessories along with the equipment.

**27.** The successful vendor for supply on reagent rental basis shall enter an MOU with HLL for the supply and placement /installation of the equipment at HLL's Diagnostic Laboratory based on the accepted rates for a period of 5 Years. The Bidder shall maintain the equipment for a period of 5 Years.; any cost of maintenance within the stipulated time will be borne by the successful Bidder. Periodic Preventive Maintenance should be ensured by the successful Bidder. The supplier has to maintain an uptime of 98% for the equipment. Complaints should be attended properly, maximum within 8 hrs. Spare parts replacement and, software update should be done free of cost during the contract period. The contract period may be extended for further period based on mutual consent

### **28. INSURANCE**

The Goods/equipments Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Equipment's supplied on reagent rental basis shall be insured by the supplier.

### **29. INCIDENTAL SERVICES**

29.1 The supplier may be required to provide any or all of the following services as part of the contract, including additional services, if any

- (a) Unloading, safe storage and handling of consignment at site
- (b) Performance or supervision of the on-site assembly if any of the supplied goods/equipments, installation, testing and commissioning of the equipment including software interface and validation of the test during the entire period of contract at suppliers cost.
- (c) Furnishing of tools required for assembly and/or maintenance of the supplied Goods/equipments;
- (d) Furnishing of detailed operations and maintenance manual for each product/equipment
- (e) Performance or supervision or maintenance and/or repair of the supplied Goods/equipments, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (f) Training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

### **30. DOWN TIME**

During contract period not more than 5% downtime will be permissible. For downtime exceeding 1%, penalty equal to 1/365 of the 5% of the order value per day may be imposed. Downtime will be counted from the date and time of the filing of complaint.

**31. Submission of documents**

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid).

**Technical Bid:** Envelop of Part – I should be super scribed as “**Tender for Supply of Diagnostic Equipment - Blood Gas Analyzer (ABG) under reagent rental Scheme to HLL Lifecare Limited’s Diagnostic laboratories at Maharashtra Scheme Part – I Technical Bid**”

The following documents shall be submitted as part of **Technical Bid** (Part 1).

1. All the documents as per Annexure 1 to 11 of this tender document except Annexure 7& 8.
2. Earnest Money Deposit (EMD) in the form of bank Guarantee or DD.
3. Latest two supply orders received from various Govt. department/agencies/PSUs/reputed organizations for the supply of the item mentioned in the bid.
4. GST number
5. Income Tax PAN number
6. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
7. Signed copy of tender document.
8. Check list of Items quoted by the bidder Annexure- 6

The tenderer shall submit the copy of the tender document and addenda thereto, if any, with each page signed and stamped to confirm the acceptance of the entire terms & conditions of the tender.

**Financial Bid (Annexure-8):** Envelop of Part – II should be super scribed as “**Tender for Supply of Diagnostic Equipment - Blood Gas Analyzer (ABG) under reagent rental Scheme to HLL Lifecare Limited’s Diagnostic laboratories at Maharashtra Scheme Part – II Financial Bid**”

Part – I (Technical Bid) & Part – II (Financial Bid) should be put in a single cover super scribed as “**Tender for Supply of Diagnostic Equipment - Blood Gas Analyzer (ABG) under reagent rental Scheme to HLL Lifecare Limited’s Diagnostic laboratories at Maharashtra**” have to be submitted/couriered to the below mentioned address

Senior Manager  
Sourcing Division  
HLL Lifecare Ltd.  
HLL Bhavan, Poojappura,  
Thiruvananthapuram.  
Ph.no: 0471 2353932.  
[registrationsd@lifecarehll.com](mailto:registrationsd@lifecarehll.com)  
[sdhcsouth@lifecarehll.com](mailto:sdhcsouth@lifecarehll.com)

**32. Evaluation process:**

Evaluation of the proposals shall be done in two stages as:

**(a) Stage – I (Technical Evaluation):** Technical evaluation of the proposals shall be done in two stages as:

**Sub-Stage I (A) (Essential pre-qualification criteria):**

HLL will examine all the bid(s) to determine whether they qualify the essential pre-qualification criteria, whether tenderer has submitted the EMD with technical bid, whether all the documents as mentioned / or required in the tender to be submitted with technical bid, has been submitted, whether all the documents are in prescribed Annexure and has been properly signed & stamped and whether the bids are completed and generally in order.

Tender(s) who will not qualify Sub-Stage–A or conditional tender are to be treated as unresponsive and it may be rejected.

**Sub-Stage – I (B) (Technical Evaluation):**

HLL will carry out evaluation of the technical bid and examine whether the bid is complying with the conditions mentioned in tender document. After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub – Stage – I (A) & I (B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

**(b) Stage – II (Financial Evaluation):** Financial bid(s) of the only technically qualified tenderer(s) will be opened for financial evaluation; the dates of financial bid opening will be informed to the qualified parties. After due evaluation of the financial bid(s), (Annexure-8) HLL will award the contract to the **lowest evaluated responsive bidder** (hereinafter referred to as the “Supplier”).

### **33. Deadline for Submission of Bids**

Bids must be received by HLL at the address specified in the bid not later than the time and date stated in the bid. HLL may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of HLL and Bidder thereafter be subject to the deadline as extended.

### **34. Late Bids**

Any bid received by HLL after the bid submission deadline prescribed by HLL in the bid, will be rejected and returned unopened to the Bidder.

### **35. Modification and Withdrawal of Bids**

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

- 1 Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- 2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
  - (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID

MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.

- 3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
  - a) Be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
- 4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.

**36.** In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

**37.** The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.

The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

#### **38. Opening of Bids by HLL**

Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.

Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

#### **39. Clarifications on Bids**

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

#### **40. Contacting HLL**

- 1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.
- 2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

#### **41. HLL's Right to Accept or reject any or all Bids**

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

**42. Notification of Award**

Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.

The notification of award /LOI will constitute the formation of the Contract.

**43. Signing of Contract**

1. At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
2. Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement (Annexure 7) on a Non Judicial stamp paper of Rs 200/-, sign, date and return it to HLL.

In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder also be liable to pay damages to HLL.

**44. CONDITIONS OF THE CONTRACT****44.1 Settlement of Disputes**

Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialogue and negotiation.

**44.1.1 Conciliation/Arbitration**

Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred to a Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitrator shall be nominated by the Chairman & Managing Director of HLL Lifecare Limited.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the Sole arbitrator shall be final and binding on the parties hereto.

The conduct of such arbitration shall be in English

**44.1.2 No suspension of work**

The obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract.

**44.1.3 Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

#### 44.1.4 Jurisdiction of Courts

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

#### 44.2 Bidders Responsibilities

1. The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance.
2. The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract
3. The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. Except that caused by HLL.
4. Any product related cases shall be borne by the manufacturer.

#### 44.3 Terms of Payment

Payment will be made within 30 days of delivery and acceptance of materials as per the terms and conditions of purchase orders, provided the equipment installation, calibration, validation and training has been completed.

#### 44.4 Delivery Schedule

**Equipment shall be made available and installed & commissioned within 30 days of issue of LOI / NOA**

The delivery period for reagents Consumables and QC should be within 7 days from the date of issue of the Purchase Order.

#### 44.5 Taxes and Duties

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

#### 44.6 Intellectual Property

All rights including the Intellectual Property Rights subsisting in any material /equipments including any tools, utilities or methodologies belonging to the Bidders and used to perform the obligations under this Agreement shall remain vested in the Bidders (the Bidders Properties) and any additional or new inventions made in the course of performance of services shall belong to HLL.

#### **44.7 Confidential Information**

HLL and the Bidder (the Receiving Party) shall keep confidential and shall not, without the written consent of the other party to this Contract (the Disclosing Party), divulge to any third party any documents, data, or other information of a confidential nature (Confidential Information), that has been marked Confidential (Confidential Information).

#### **44.8 Force Majeure**

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidders, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its Obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

### **45. Change in Contract Elements**

#### **45.1 Termination**

HLL may at any time terminate the Contract for any reason by giving the Bidders a thirty days (30) notice of termination

#### **45.2 Termination for bidders Default**

##### **The contract may be terminated**

- (a) If the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 11(Assignment); or
- (b) If the bidder, in the judgment of HLL, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or Proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

**45.3 Assignment**

The bidder shall not, without the express prior written consent of HLL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

**45.4 Replacement**

In case of complaints due to the quality issues in the Product the bidder shall take the sole responsibility to replace the entire defective batch(s) with fresh lot, free of cost to HLL. An undertaking (Annexure-4) be submitted by the bidder to HLL.

In case of product rejection by the statutory Authorities, HLL shall destroy the defective quantity and all the expenses on account of this will be debited to the supplier.

**45.5 Empanelment**

Bidders who are qualified in the Technical evaluation will be empanelled for the quoted items for the future requirements of HLL.

**. 45.7 TRANSIT INSURANCE:**

Rates quoted being door delivery basis, the Supplier shall be fully responsible till full material/equipment is received in good condition at consignee's site. As such the Supplier shall despatch the material duly insured.

**45.8** HLL Lifecare Ltd reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

Thanking you,

Yours faithfully,

**Senior Manager (SD)**



## ANNEXURE - 1

SL NO	SPECIFICATION FOR BLOOD GAS ANALYZER (ABG)	Whether the product meets the technical spec (Yes/No)
1	System has the following measured parameters: PH, PCO <sub>2</sub> , PO <sub>2</sub> .	
2	Input parameters should include patient temp., hemoglobin, fio <sub>2</sub> & patient i.d.	
3	System should provide up to eleven calculated parameters: PH(T), PCO <sub>2</sub> (T), PO <sub>2</sub> (T), TCO <sub>2</sub> , HCO <sub>3</sub> , BE, BE <sub>ecf</sub> , SBC, %SO <sub>2</sub> , A-ADO <sub>2</sub> , RI.	
4	The sample volume should be 100µl for syringe sample & 75µl for capillary sample. The sample probe should have self-wiping feature.	
5	System should have universal sampler that adapts to both syringe and capillary samples.	
6	The analysis time should be within 125 SECONDS including the 1-POINT CALIBRATION.	
7	System should have comprehensive Q.C. PROGRAM and should provide L.J. GRAPHS.	
8	Data storage with up to 60-80 Patient results including the patient I.D and operator I.D, DATE & TIME.	
9	Should be able to store TRI LEVEL QC RESULTS with up to 30 results at each level	
10	System should use Tonometered reagent packs, which avoids the need of gas tanks.	
11	System should provide high calibration stability of up to 8 hours.	
12	System should have maintenance free PLUG IN ELECTRODES.	
13	There should be availability of AQUEOUS CONTROLS specific for the system.	
14	The system should have graphic display and inbuilt thermal printer.	
15	System should have computer interface port and the port for barcode reader	

Date:

Signature:

Place:

Name:

Designation:

Common Seal

Annexure-02

SELF-DECLARATION

To,

**Senior Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

This is to certify that our company has not been Black Listed either by State Government or Government of India in connection with Manufacture and Supply of any of the Product(s).

We hereby guarantee that the products supplied by our company are not spurious and we

Further guarantee not to supply any sub-standard or spurious items. We assure that the products supplied shall be as per the tender specifications and as per the regulation of any such statutory authorities

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

**BID FORM**

Ref:

Date:

To,

**Senior Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Dear Sir,

**Sub: Supply of Supply of Blood Gas Analyzer (ABG) - 2nos on reagent rental basis.**

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services to **supply of Blood Gas Analyzer (ABG) – 2nos** under the above-named Contract in full conformity with the Bidding Documents for the total amount against the product as indicated in the price Schedule.

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

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through to this Bid Form, up to one Year from the date of notice of award and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment.

We further declare that the above quoted prices include all taxes except VAT as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for **Supply of products under Rate Contract agreement** and all other related activities.

We agree to all terms and conditions of the tender enquiry document.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

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

Signature.....

Name.....

(Full address, Phone No. and Email ID for communication)

Designation and Common Seal...

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

**UNDER TAKING LETTER FOR REPLACEMENT OF COMPLAINT GOODS**

To,

**Senior Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

We hereby assure you, that the products supplied by us will meet all the quality standards and even if any complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver the replaced stocks to the mutually agreed location.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

**ANNEXURE – 05**

**PRODUCT LIABILITY CLAUSE FOR GOODS SUPPLIED**

To,

**Senior Manager (SD)**  
**HLL Lifecare Ltd.**  
(A Govt. of India Enterprise)  
HLL Bhavan, Poojappura,  
Thiruvananthapuram – 695012  
Kerala, India

We hereby guarantee you that the goods supplied by us will be according to tender/purchase order specification and in case of any quality issues of the product supplied; we (name----) take the sole responsibility of all the customer complaints and will be liable for any legal issues arising out of that.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

Annexure - 06CHECKLIST

Sl No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Annexure 6			
2	EMD in the form of BG/DD			
3	Tender Document Duly Signed and Stamped on all pages along with Corrigendum (if Any)			
4	Valid product manufacturing license for manufactures			
5	Authorization letter from the manufacture stating the bidder is the authorized distributor/importer for the firm.			
6	Copy of quality certificate applicable for facility/product (Applicable for manufacturer)			
7	Last three years P & L account and balance sheet duly certified by a Chartered Accountant.			
8	Last two years purchase orders received from various agencies for the supply of quoted items.			
9	Certificate of Registration constituting the firm			
10	Copy of the Pan Card			
11	Sales Tax Clearance certificate			
12	Power of attorney for signatory of bid.			
13	Recent Non conviction certificate			
14	Annexure -1: Specification			
15	Annexure -2 : Self Declaration			
16	Annexure -3: BID Form			
17	Annexure - 4: Under taking letter for replacement of market complaint goods			
18	Annexure -5: Product Liability clause for goods supplied			
19	Annexure - 10 Bidder Details			
20	Equipment Brochure			
21	Other Documents if any			
22	Check list of Products quoted by the bidder Annexure-11			

Signature and seal of the Bidder with seal \_\_\_\_\_

Annexure - 07**AGREEMENT**

This AGREEMENT is entered into on \_\_\_\_\_day of 2017, between **M/s HLL LIFECARE LIMITED**, a Government of India Enterprise under the Ministry of Health and Family Welfare, having its Registered Office and Corporate Office at HLL Bhavan, Poojappura, Thiruvananthapuram 695-012, State of Kerala, India, represented by Mr.-----, (designation) hereinafter referred to as “HLL”, which the expression shall, unless otherwise non-consistent with the context, shall mean and include all its successors in interest, assignees, etc.) As one party

**AND**

----- (**VENDOR NAME IN FULL**), having its registered office at -----, represented by Mr.\_\_\_\_\_, (designation\_\_\_\_\_), (hereinafter referred to as “----- (short name of vendor)”, which expression, unless non-consistent with the context, shall mean and include all its successors in interest, assignees, etc.) as the other party

For the purpose of this Agreement both “HLL” and “----- (SHORT NAME OF VENDOR)” are collectively called “Parties” and individually as “Party”.

**WHEREAS**

- HLL Lifecare Limited (HLL) is a Government of India Enterprise under the Ministry of Health and Family Welfare. The Healthcare Services Division of HLL provides inter alia diagnostic services, pharmacy and other specialist services.
- HLL vide Tender, No: HLL/SD/HCS/2017-18/TENDER/08, invited manufacturers / suppliers for the supply of Blood Gas Analyzer (ABG) – 2nos on reagent rental scheme, to HLL’s Path lab center’s functioning in the name and style of “HINDLABS/or any other names” set up by HLL in Maharashtra
- In response to the Tender made by HLL, the bid of M/s “----- (SHORT NAME OF VENDOR)” emerged as L1.
- AND WHEREAS ----- (SHORT NAME OF VENDOR) has agreed to supply the equipment as per the technical specifications detailed in the Tender.

**I. SCOPE OF AGREEMENT**



1. -----(SHORT NAME OF VENDOR) shall install free of cost such number of equipment on HINDLAB premises of HLL in various locations outlined by HLL through a letter of intent for supply of Blood Gas Analyzers (ABG).
2. In consideration of the equipment installed free of cost, HLL undertakes to purchase reagents /consumables to be used in the equipment from ----- (SHORT NAME OF VENDOR) or any party/ distributor supplying the consumables in the area as instructed by -----(SHORT NAME OF VENDOR).
3. ----- (SHORT NAME OF VENDOR) shall supply or make suitable arrangement for the supply of the reagents/ consumables to HLL within the designated areas where the equipment is supplied and installed.
4. The ownership and possession of the equipment covered by this agreement shall remain with -----(SHORT NAME OF VENDOR) and -----(SHORT NAME OF VENDOR) shall provide periodic services to the equipment at HLL's premise, upon request from HLL/as requested by -----(SHORT NAME OF VENDOR) for the uninterrupted operation of equipment.
5. For any new sites where HLL requires equipment on reagent rental basis, HLL shall issue a letter stating the requirement of the equipment referring to this agreement giving one month advance notice to arrange the equipment.

## **II. CONSIDERATION/ PAYMENT**

1. HLL agrees to purchase reagents and /or Consumables to be used in the equipment in accordance with the terms and conditions mutually hereby agreed between the parties as per the term of this agreement.
2. HLL agrees to pay the applicable Taxes extra along with price of the reagents and /or consumables purchased from ----- (SHORT NAME OF VENDOR)/----- (SHORT NAME OF VENDOR) authorized party, within 30 days from the date of receipt of invoice at HLL premises. The price mentioned in Annexure is for delivery of the reagents/consumables at HLL Diagnostic laboratories specified by HLL

## **III. OBLIGATIONS OF -----(SHORT NAME OF VENDOR)**

1. During the contract period -----(SHORT NAME OF VENDOR) will take care of preventive, routine and break down maintenance.
2. The maintenance shall be done free of cost during the tenure of this agreement.

3. ----- (SHORT NAME OF VENDOR) shall supply install the equipment promptly at HLL Diagnostic laboratories or any other premises as per the terms of delivery specified by HLL through a letter of intent.
4. The reagents / consumables supplied by ----- (SHORT NAME OF VENDOR) shall confirm with the industrial standards necessary for the proper working of the equipment. Any damage to the equipment due to the quality of the reagents/ consumables shall be the responsibility of ----- (SHORT NAME OF VENDOR) and shall take necessary steps for corrective measures.
5. ----- (SHORT NAME OF VENDOR) reserve the rights to remove the Equipment when deemed necessary for repair, inspection and overhaul with the permission of HLL. All costs and risk are to ----- (SHORT NAME OF VENDOR)'S expense for such repairs. On such removal, ----- (SHORT NAME OF VENDOR) shall use reasonable endeavours to provide similar equipments as a standby equipments, to meet the Turn-Around-Time (TAT) of the patient results and ----- (SHORT NAME OF VENDOR) shall do the necessary alternative measures to ensure the normal functioning of the labs are not affected.
6. ----- (SHORT NAME OF VENDOR) shall supply reagents, accessories and other consumables as per the list of items mentioned in Annexure and all necessary spares and accessories that are needed for the breakdown maintenance and routine maintenance of the equipment to be used during the period of the Agreement and shall give its best endeavours to supply on a regular basis sufficient diagnostic material to accommodate the Laboratory's workload.
7. ----- (SHORT NAME OF VENDOR) shall supply all the necessary reagents, accessories and consumables for the functioning of the equipment, within 15 working days as and when they receive the intend for the supply from HLL, to meet the TAT of the patient test results at the lab. The products shall be transported to HLL's premises as per the storage requirements mentioned in the product label. If proper cold chain need to be maintained for the products ----- (SHORT NAME OF VENDOR)/ or its authorized agents shall ensure that the cold chain is maintained until the product is delivered at HLL's premises.
8. ----- (SHORT NAME OF VENDOR) agrees to indemnify HLL and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses, and all issues arising out of supply and installation of the Blood Gas Analyzer equipment's on reagent rental scheme."
9. ----- (SHORT NAME OF VENDOR) agrees to indemnify and hold harmless HLL, its affiliates and all Directors, shareholders and employees of HLL from and against any and all liabilities, damages, claims, fines, proceedings, penalties and expense including counsel fees of whatsoever kind or nature arising out of errors in clinical reports due to malfunction of the equipments and reagents supplied by M/s ----- (SHORT NAME OF VENDOR).

#### **IV. OBLIGATIONS OF HLL**

1. Subject to Clause I.4. the equipment installed at HLL diagnostic laboratories premises of HLL shall be the property of ----- (SHORT NAME OF VENDOR) and HLL shall not claim any relief by way of deductions, allowances, grants available to ----- (SHORT NAME OF VENDOR) under the Income Tax Act 1961 or

under any other statutory rules and regulations in respect of the said equipments and user assures and undertakes to furnish necessary certificates relating to depreciation eligibility in case it is required.

2. HLL shall buy reagents and consumables as per the list attached as **Annexure** . No alternate supplier of diagnostics materials shall be used on the Equipment without the express consent of ----- (SHORT NAME OF VENDOR).

3. Price of reagents and consumables mentioned in **Annexure** shall remain fixed for 60 months from the date of installation of the equipment.

4. HLL will have to maintain the working atmosphere as per the specifications laid down in the user manual or directions of manufacturer, for smooth functioning of the equipment.

5. During the contract period it is the responsibility of HLL to ensure proper usage of the equipment storage of consumables and physical integrity of the instrument/equipment.

6. HLL agrees to indemnify and hold harmless ----- (SHORT NAME OF VENDOR), its affiliates and all Directors, shareholders and employees of Rapid from and against any and all liabilities, damages, claims, fines, proceedings, penalties and expense including counsel fees of whatsoever kind or nature arising out of errors in clinical reports due to the mistake committed by technical person engaged by HLL

#### **V. TERM OF THE AGREEMENT**

1. The agreement shall be valid from the date of signing of this agreement and will be valid for a period of 5 years from the date-of- installation of the equipment and handing over of the equipment.

2. The commencement date of the supply of the reagents, controls, consumables and service as detailed within this Agreement shall be from the date of installation of the Equipment at the premises as instructed by HLL

3. After the expiry of the contract period, the agreement may either be renewed with the mutual consent of the parties or ----- (SHORT NAME OF VENDOR) shall offer to replace the existing used model with the latest one available at that time at mutually agreed terms and conditions.

#### **VI. MAINTANANCE**

1. ----- (SHORT NAME OF VENDOR) agrees to ensure complete repairs, routine maintenance, preventive maintenance and upkeep of the equipment during the period of the agreement including maintaining insurance coverage for loss, damage etc. from fire, theft etc. However, ----- (SHORT NAME OF VENDOR) will not be responsible for repairs and or replacement required by mishandling / misuse of equipment by HLL or any third party(s). ----- (SHORT NAME OF VENDOR) agrees to perform preventive maintenance, break-down maintenance including visits by their authorized for the diagnosis and correction of product malfunctions and failures. ----- (SHORT NAME OF VENDOR) assures a

normal down time duration of 8 hours and a maximum of 48 hours, if any major spare part are required to repair the equipment.

2. The down time should not exceed more than two working days and if the down time exceeds more than two working days, shall arrange alternative measures to perform the lab tests.

3. It is the responsibility of ----- (SHORT NAME OF VENDOR) to ensure the trouble shooting and carry out necessary repair work and keep the equipment functional to the satisfaction of HLL within the allowed down time period upon receipt of service call from HLL.

4. To meet safety requirements, a member of the laboratory staff must be present with the engineer on site and to sign the work sheet after service is completed.

5. If HLL has to incur any cost on account of testing samples at external lab due to shortage of reagents or break down of equipment supplied by ----- (SHORT NAME OF VENDOR), the same shall be deducted from the payment to M/s ----- (SHORT NAME OF VENDOR) (If the break down exceeds the permissible hours or supply time of reagents exceed the lead time) after giving due written notice.

**VII. NOTICES**

1. Either party can terminate the contract by providing 90 days prior notice to the opposite party. Unless otherwise specifically provided all notices required or 'permitted by this Agreement shall be in writing and in English and may be delivered personally, or may be sent by fax, email, air mail or private delivery service, return receipt requested, addressed to the party to be served at its business address last known to the party serving the notice. If the notice is sent by fax or email, a confirmed copy of such fax or email shall be sent by airmail or private delivery. Mailed notice shall be deemed given to the other party not later than the first business day of the recipient commencing five (5) business days after posting.

2. Nothing contained herein shall justify or excuse failure to give oral notice for the purpose of informing the other party thereof when prompt notification is appropriate, but such oral notice shall not satisfy the requirement of written notice.'

3. Any notice to be given hereunder shall be deemed served on the day after posting and proof of service shall consist of showing that notice was properly addressed, stamped and posted by first class mail/Speed Post. Any notice should be served to:

<p><b>HLL LIFECARE LIMITED</b>                  Registered Corporate Office, HLL                  Bhavan, Poojappura,                  Thiruvananthapuram- 695012                   Kerala , India</p>	<p>-----<b>(FULL NAME OF VENDOR)</b>                   ----- <b>(Address)</b></p>
--	---

**VIII. NON- DISCLOSURE**

1. Both the parties agree to keep all technical information data or any other information or material indicated as confidential received from either party pursuant to this agreement strictly confidential and not to disclose such confidential information to any third party without the prior written consent of the other party and further to return all confidential data/materials including copies of it, to HLL/------(SHORT NAME OF VENDOR) as applicable, on termination or expiry of the period of this agreement.

**IX. WAIVER OF RIGHT**

1. No release delay or waiver by any party in favor of another or any part of any of its right under this Agreement shall be binding unless given in writing. Any binding release delay or waiver shall :-

- a. Be confined to the specific circumstances in which it is given;
- b. Not affect any other enforcement of the same right or the enforcement of any other rights by or against any of the parties to this agreement;
- c. Be revocable at any time in writing.

**X. SEVERABILITY**

1. If any part of any provision of this Agreement shall be to any extent invalid or unenforceable it will not affect the validity or enforceability of the remainder of such provision or of any other provision herein.

**XI. Dispute Resolution**

a. If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to refer that dispute for arbitration to a Sole Arbitrator to be appointed by the Chairman & Managing Director of HLL Lifecare Limited under the provisions of the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be at Thiruvananthapuram. The venue and seat of arbitration shall be Thiruvananthapuram. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory enactments thereof. The award passed by the Sole Arbitrator shall be final and binding upon the parties. The conduct of such arbitration shall be in English.

b. Subject to above mentioned Arbitration Clause, any dispute or differences arising out of this Agreement shall fall under the exclusive jurisdiction of courts at Thiruvananthapuram.

**XII. FORCE MAJUEURE**

1. As per international practice, Force Majeure clause shall apply for any unforeseen circumstances covering Acts of God only, namely Strikes, Lockout, Civil Works, floods, fire etc in which cases the supplier shall inform the purchase of such

happenings, with-in 7 days and either party may be free to get out of the contractual obligations without any financial implications on the either side.

**XIII. TERMINATION**

1. -----(SHORT NAME OF VENDOR) can terminate the agreement if
  - HLL commits breach of any term, condition or covenant of this agreement.
2. HLL can terminate the contract under the following conditions
  - If services including reagent deliveries are not provided as per the agreement leading to extended non usage of the equipment.
  - If HLL is not able to use the equipment, to perform tests satisfactorily leading to stoppage of work on the equipment in the laboratory for a continuous period of 48 hours.
  - ----- (SHORT NAME OF VENDOR) commits breach of any term, condition or covenant of this agreement.
3. Also either party can terminate the agreement by giving 90day’s notice.  
Termination of this agreement for whatever reason shall not affect the obligation/liabilities of both the parties hereunder in respect of matters at the time of the agreement.

**XIV. DUPLICATE ORIGINALS**

This agreement is executed in duplicate originals one being retained by each party hereto.

IN WITNESS WHEREOF the parties here to have caused these presents to be signed by their corporate officers and affix the seal in the presence of the following witness on the day and year first above written.

Signed and delivered for & on behalf of

<b>HLL LIFECARE LIMITED</b>	<b>----- (FULL NAME OF VENDOR)</b>
Name: Title:	Name: Title:

Witness  
1.

Witness  
1.

**PRICE BID  
DESCRIPTION OF REAGENTS, CONSUMABLES AND PRICE BID**

<b>1.Equipment Name : Supply of Blood Gas Analyzer (ABG) Qty – 2 nos</b>				<b>GST %</b>	<b>Total</b>	<b>Total In words</b>
<b>Sl. No</b>	<b>Test Parameter</b>	<b>Number of test per kit</b>	<b>CPRT* (Base price Including all the reagents) in INR</b>			
1	Arterial Blood gas (excluding electrolytes)					
<b>Total</b>						

\* CPRT - Cost Per Reportable Test

Signature and seal of the Bidder with seal \_\_\_\_\_

**ANNEXURE - 09**

**EMD BANK GUARANTEE FORMAT**

Whereas \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for the supply of \_\_\_\_\_ ( name and/or description of the goods) (hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (Name of Country), having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "the Bank") are bound unto \_\_\_\_\_ (name of purchaser) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well 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 Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
  - OR
  - (b) does not accept the correction of errors in accordance with Instruction to Bidders
  - OR
- 2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

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 of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ..... days/months after the date of bid opening i.e., ..... Days/months after ..... (Date), and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)



## ANNEXURE 10

**BIDDER DETAILS**

Name of Firm/Manufacturer/Authorized Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/ Director.	
Phone & Mobile No.	
Name and address of Head Office	
Whether the firm is a registered firm Yes/No	
PAN No.	
GST No	
If the firm is registered as SSI unit (then copy of the certificate issued shall be attached.)	
Whether the firm has enclosed the Bank Draft/PayOrder/Banker's cheque as Earnest Money Deposit	
Whether the Firm/Agency has signed each and every page of Tender	
Full list of products with all variants & technical specification submitted or not	
Manufacturing license/Import license copy of the firm attached or not	
Authorization letter from the manufacture submitted	
Experience certificate as per tender pre-qualification criteria 1 (2) submitted or not	
Any other information, if necessary	

**NB – Kindly provide the copy of all documents for the detailed technical evaluation**

**Authorized signatory of the bidder with seal**

**CHECK LIST OF PRODUCT QUOTED**

<b>Sl.No</b>	<b>Equipment</b>	<b>Whether quoted Yes/No</b>
1	Blood Gas Analyzer (ABG) – 2nos	