

HLL/HCS/Tender-Gem/2024-25/01 Dt 16.03.2025



HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India

Tel: 0471 2775500, 0471 2350959
(EXTN – 606 /531)

Website – www.lifecarehll.com

HLL Lifecare Limited (HLL) on behalf of HLL Management Academy hereby invites online bids through <https://gem.gov.in> for

Supply of E Mobile Health Clinics for nine blocks under the District Buxar- Bihar from the CSR funds of IREDA.

The Detailed requirements and terms & conditions are available in GEM Portal <https://gem.gov.in>.

INDEX

Section	Description	Page No
A	Notice inviting Tender (NIT)	3
B	General Instruction to Bidders	04 - 05
C	Instructions To The Bidders (ITB)	06 - 10
D	General Conditions of Contract (GCC)	11 – 19
E	Special Condition of Contract (SCC)	20
F	List of Requirements	21
G	Technical Specifications	22 – 23
H	Forms and Declarations	24 – 32
I	MAKE/MODEL/HSN Code of Equipment	33
J	Manufacturer Authorization Form and Consortium Agreement	34
K	Bank Guarantee Form for Performance Security	35 - 37
L	Price Schedule	38
M	Contract form for Comprehensive Annual Maintenance Contract	39 - 40
N	Consignee Receipt Certificate	41
O	Performa of Final Acceptance Certificate by the Consignee	42 - 43
P	Technical Specification Compliance Sheet	44
Q	General Information Manufacturer/Supplier	45

HLL LIFECARE LIMITED

(A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
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SECTION A

NOTICE INVITING TENDER (NIT)

HLL/HCS/Tender-Gem/2024-25/01

16.03.2025

HLL Lifecare Limited (HLL), a Government of India Enterprise on behalf of HLL Management Academy invites online bids from eligible, competent and experienced bidders who are capable of supplying the following item/work meeting the requirements as per our tender.

SI No	Particulars	Description
1	Name of Item/Work	Supplying E Mobile Health Clinic for 9 blocks of Buxar District- Bihar
2	Tender Fee	Rs. 560.00
3	Bid Security/EMD	Rs 75,000.00
4	Eligibility Criteria	Section D
5	List of Required Items	Section E
6	Technical Specification	Section F
7	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank : HDFC Bank Limited, Trivandrum A/c number : 00630330000563 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud Branch, Thiruvananthapuram
8	Project Timelines	10 days (Overall Project timeline shall be 7 days for Supply of Equipment and 3 Days for Installation and Commissioning) from the date of purchase order.
9	Eligibility criteria for Bidders	As per the document
10	Last Date and Time for Online submission of bids	As Mentioned in GEM Portal https://gem.gov.in/
11	Date and time of opening of the- Tender	As Mentioned in GEM Portal.
12	Address for Communication at HLL regarding the tender	Associate Vice President i/c & Business Head(HCS) HLL Lifecare Limited Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012E-mail: hcstenders@lifecarehll.com

Associate Vice President i/c & Business Head (HCS)

GENERAL INSTRUCTION TO BIDDERS

- 1) This is an e-tender in which tenders are being invited online and it is mandatory to submit tender in Technical bids – (part I) and Price bids (Part-2) online at GEM Portal <https://gem.gov.in/> by specified date and time.
- 2) The bidder shall read all the terms and conditions of the tender document thoroughly before submission of bids.
- 3) The rates are to be filled online in BoQ for the quoted items strictly as per unit pack size mentioned in the BoQ for the concerned item.
- 4) Any condition/s mentioned by the bidder anywhere in his bid, which is/are in contradiction with the conditions contained in this tender document will not be considered and terms & conditions contained in this tender document will prevail. Therefore, only those bidders shall submit bids which meets the requirement stipulated in this tender document and agrees with the terms & conditions of the tender document.
- 5) For MSME registered bidders, the proof of registration in the line of work and monetary limit shall be attached.
- 6) **Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local Contractor as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local Contractor will be as defined in Public Procurement (Preference to Make in India), Order 2017.
- 7) If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor and if the OEM is a company then by a practicing cost accountant or a chartered accountant for OEM's other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 16.09.2020. Only Class-I and Class-II Local Contractors as per MII order dated 16.9.2020 will be eligible to bid. Non - Local Contractors as per MII order dated 16.09.2020 is not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

8) **Tender Processing Fees and Bid Security (EMD):**

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank	:	HDFC Bank Limited, Trivandrum
A/c number	:	00630330000563
IFSC Code	:	HDFC0000063
Branch name	:	Vazhuthacaud Branch, Thiruvananthapuram

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

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

NOTE

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

AVP i/c & BH (HCS)

SECTION B
INSTRUCTIONS TO THE BIDDERS (ITB)

1. Scope of The Bid

HLL Lifecare Ltd on behalf of M/s HLL Management Academy, invites online bids from the eligible bidders who are capable of supplying the EMHCs as per our tender conditions.

2. Eligible Bidders

Bidder should meet the eligibility criteria as specified in the document

A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

3. 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 these costs, regardless of the conduct or outcome of the bidding process.

4. Site Visit

The bidder is advised to visit and examine the Site of delivery/Work and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for delivery of item/construction of the Works. He shall examine the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.

The bidder and any of his personnel or agents will be granted permission by HLL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify HLL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5. Preparation of Bids

Language of the Bid: All documents relating to the bid shall be in the English language.

Documents Comprising the Bid: The online bid submitted by the bidder shall comprise the following:

- Copy of Registration (GST, PAN etc) Certificate duly attested.
- Copy of Documents in proof of eligibility criteria
- Copy of Documents in proof of Financial turnover.
- Other documents specified in the document.
- Priced Bill of Quantities.

Bidders shall not make any addition, deletion or correction in any of the bid documents.

6. Bid Prices

Maximum fund sanctioned for this CSR project is Rs. 32.40 Lakhs inclusive of taxes, GST or any direct or indirect taxes. Bidder must quote for all items mentioned in this tender. Any bids without price for all items shall be treated as non-responsive. The rates quoted by the Bidder shall be within the sanctioned amount and shall include cost of all materials and conveyance, labour charges, hire charges of plant and machinery, overheads and all incidental charges The quoted rates shall be inclusive of all applicable statutory taxes, levies, and duties as of the tender submission date. The contractor shall bear all taxes, including GST or any other applicable tax, and no additional claims will be entertained by HLL.

The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

7. Currencies of Bid and Payment

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

8. Alterations and additions

The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

9. Eligibility Criteria for Contractors / firms

The bidder should be fulfilling the following preconditions and must also upload/submit documentary evidence in support of fulfillment of these conditions while submitting the bid.

SI No	Eligibility Criteria
1	Bidder should have a valid Registration/Certificate of the following:
	a. GST Registration
	b. PAN Card
	c. Certificate of incorporation /Memorandum of Article
2	Bidder should be a Manufacturer or authorized dealer of the goods to be supplied.
3	Bidders must have experience of supply of at least five (5) similar equipment
4	Bidder must have a minimum average annual turnover of Rs. 12.00 Lakhs in the past three financial years, (2021-22, 2022-23 & 2023-24)
5	Bidder should have valid sale license for the quoted product in India.
6	Bidder should have valid ISO 9001:2015 certificate relevant to EMHC
7	The firm who has been de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law can't participate in this tender during the period of de-recognition / debarment/ Banned/blacklisted..

10. Preparation of Bids

This tender is invited in 2 Envelope system from the registered and eligible firms at GEM Portal.

Bids should contain dully filled, signed and scanned soft copy documents as mentioned below and other required documents specified in this tender document. The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will bid is qualified.

a) Envelope –I (Technical bid):

Technical Bid should contain signed and scanned soft copy documents in proof of experience and duly filled and signed copy of documents mentioned below..

Documents to be submitted

1	Copy of valid documents shall be submitted as proof of the eligibility criteria
2	Signed copy of Tender Document (all pages of Bid documents to be signed & stamped) by the Bidder as token of acceptance of the Terms & Conditions) and Tender Fee/ EMD details
3	Copy of Manufacturing license/ Authorisation from manufacturer to be submitted

4	Copies of purchase orders/satisfactory work completion reports issued by the Client/Authority concerned shall be submitted in proof of the same.
5	The Duly filled and CA certified copy of the Turnover statement (As per format given in Section-G), audited Balance sheets, Profit & Loss Statement certified by CA is to be attached
6	Duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act.
7	Dully filled Performance Statement as per item no.2 of Section G
8	Dully filled Category Details of Organization (MSE) as per item no.3 of Section G .
9	Dully filled Self-Declaration – Make in India Preference as per item no. 4 of Section G .
10	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per item no. 5 of Section G
11	Dully filled Requisition form for E-payment as per item no. 6 of Section G
12	The duly signed declaration form as per item no-7 of Section- G is to be attached
13	Duly Signed NO DEVIATION CERTIFICATE as per item no-8 of Section -G to be attached
14	Duly Signed ACCEPTANCE FORM as per item no-9 of Section -G to be attached
15	Duly signed COMPLETION PERIOD declaration as per item no-10 of Section -G to be attached
16	HSN Code of Equipment as per SECTION H
17	Manufacturer authorization as per SECTION I .
18	Product brochure literature, write up etc.
19	Dully Filled Technical Specification Compliance Sheet Section O to be attached
20	General information of the Manufacturer / Supplier as per Section P to be attached

b) Envelope – II (Financial Bid): The Financial e-Bid through GEM portal.

The BoQ (excel format attached in GeM portal) to be filled by the bidder. The bidder has to fill the mentioned sheets as per the following:

The bidder shall quote for the entirety of the tender schedule. If any of the items are not quoted then their bid will be treated as non-responsive. The rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

The bidder shall fill the individual rates of all the items in the financial bid and upload the file in GEM Portal as part of BOQ/PDF format.

The bidder shall **NOT** include CAMC (Comprehensive Annual Maintenance Charges) in the uploaded financial bid in GEM. The CAMC cost shall only be offered separately in Section-K of this tender.

11. Bid Opening and Evaluation

a. Bid Opening

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.

b. Bid Opening Process

Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

- a) Envelope -I: Envelop-I opening date shall be as mentioned in GEM Portal. The intimation regarding acceptance / rejection of their bids will be intimated to the Contractors/firms through e-tendering portal. (Envelop-I shall contain scanned copy of Pre- qualification document.)

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it. The bidder shall upload the requisite clarification/documents within time specified by HLL, failing which tender will be liable for rejection.

- b) Envelope -II: The financial bids of the Contractors/firms found to be meeting the qualifying requirements shall be opened as per NIT. (Depending on evaluation of Envelop I & II, the date shall be intimated through GEM Portal). The financial bids of only those bidders who have qualified in the technical bid shall only be opened for further evaluation

c. Confidentiality

- i. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- ii. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidder's bid.

d. Clarification of Bids

- i. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e- mail or in portal, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- ii. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

e. Examination of Bids, and Determination of Responsiveness

- i. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required documents and certificates. Further the purchaser may visit any of the facility established by the bidder for inspection and/or seek demonstration of the quoted products, anywhere in India as per the sole discretion of the purchaser. The inspection of such facility/ equipment shall be as a part of responsiveness of the technical bid. If the bidder doesn't arrange the facility visit / demonstrate the equipment within the stipulated time period of 7 days & location given, then their bid will be treated as non- responsive.
- ii. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.
- iii. A material deviation or reservation is one: -
 - which affects in any substantial way the scope, quality, or performance of the Works;
 - which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's

- rights or the Bidder's obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- iv. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- v. Non submission of legible or required documents or evidences may render the bid non-responsive.
- vi. The CAMC costing will not be added to determine the L1 bidder, however the bidders are informed to quote the CAMC rates in Section K of the tender.

f. Negotiation on Bids

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

12. Award of Contract

- a. HLL will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price in line with the maximum sanctioned fund for this project as mentioned in Section-B (Instruction to Bidder, Clause No.6) for the item.
- b. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of LOI/ Work order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.
- c. The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.
- d. The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action
- e. Notification of Award and Order Acceptance
 - The Bidder, whose Bid has been accepted, shall be notified of award by HLL prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Purchaser will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Contractor as prescribed by the Contract.

SECTION - C

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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 D, List of requirements under Section E and Technical Specification under Section F of this document.

2. Patent Rights

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

3. Country of Origin

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.

The word "origin" incorporated in this clause means the place from where the goods are, manufactured, or from where the services are arranged.

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

4. Performance Security

Within seven (7) days from date of the issue of notification of award by the contractor, shall furnish Performance Security to the Purchaser for an amount equal to five percent (5%) of the total value of the contract, valid up to 90 days after the date of completion of warranty period / warranty period mentioned against each item in the technical specification/ all contractual obligations by the contractor, including the warranty obligations.

The Performance security shall be denominated in Indian Rupees.

It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Nationalized bank in India or Bank Guarantee issued by a Nationalized bank in India, in the prescribed form as provided in **Section J** of this document in favour of) HLL. The validity of Bank Guarantee will be for a period up to ninety (90) days beyond respective Warranty Period.

In the event of any failure /default of the contractor with or without any quantifiable loss to the Purchaser the amount of the performance security is liable to be forfeited. The Purchaser may do the needful to cover any failure/default of the contractor with or without any quantifiable loss to the Purchaser.

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

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

5. Technical Specifications and Standards

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 F and H of this document.

6. Packing and Marking

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open Storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections F and G and in SCC under Section D. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections F and H and in SCC under Section D, 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

7. Inspection, Testing and Quality Control

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

After the issuance of purchase order, the supplier must bring all the equipment to one location for a pre dispatch inspection, which shall be conducted by atleast one HLL official. The entire inspection cost (travel/food/accommodation) of HLL for the same to be incurred by the supplier. Post inspection, based on HLL official clearance, the equipment may be dispatched to the destination.

The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

In case the contract stipulates pre-dispatch inspection of the ordered goods at premises decided by the purchaser, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier.

The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.

Goods accepted by the Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

If

For details of final inspection please refer section D, special conditions of Contract.

8. 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, installed and commissioned at the designated locations at Buxar, Bihar as detailed in Notification of Award. The project has to be completed within 10 days from date of order. All costs including insurance, loading, unloading etc., shall be borne by the supplier.
- b. "The supplier must coordinate with HLL & HMA representatives from the day one till completion of activities as per tender scope of work. HLL representatives must sign the witness as a part of the "Final Acceptance certificate" as per template attached in the tender document (as per section N)

9. Transportation of Goods

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

10. Insurance:

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 goods contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the goods duly insured. The insurance cover shall be obtained by the Supplier and should be valid till installation, testing and commissioning of the equipment.

If the equipment is not commissioned and handed over within stipulated period, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods. 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.

11. Spare parts

If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a. The spare parts as selected by the Purchaser to be purchased from the supplier, subject to the

condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

- b. In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts, etc. at the supplier's risk and cost and
 - ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the Purchaser.

12. Incidental services

Subject to the stipulation, if any, in the SCC (Section – D), List of equipment (Section– E) and the Technical Specification (Section – F), 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.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training to Doctors/Technicians on equipment in clinical aspects for operating and maintaining the equipment.
- iv) Supplying required number of operation & maintenance manual for the goods.
- v) Providing all the necessary as built drawings after the installation and commissioning.
- vi) Provide all software updates during warranty period without any additional cost.
- vii) Periodic Calibration of ancillary equipment provided as part of EMHC shall be undertaken by the supplier.

13. Distribution of Dispatch Documents for Clearance/Receipt to Goods

The supplier shall send all the relevant dispatch 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 dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch 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 M 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 10

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

14. Work Completion Period

Works shall be completed by the contractor within 10 days from date of order.

15. Warranty

The contractor warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials in line with the requirements specified in this document. The supplier should provide warranty for a minimum one year against manufacturing defects and repair/ replacement of the faulty/ broken/sub-standard product, etc. during the warranty period, at no extra cost within 15 days of reporting of fault/ complaint.

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 from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

If the contractor, having been notified, fails to respond to take action to repair or replace the defect(s) within 15 days, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the contractor and without prejudice to other contractual rights and remedies, which the purchaser may have against the contractor.

16. CAMC:

- a) Bidder shall offer price for CAMC **separately** in Section K of this tender (optional). The CAMC **shall not** be included in the price offered by the bidder in GEM and will not be part of the financial bid evaluation.
- b) CAMC shall be awarded at the discretion of Purchaser at the end of the warranty period.
- c) The CAMC shall be for 7 years after completion of prescribed warranty period. The bidder shall specify whether the AMC service provider is bidder/OEM/Authorized agent of OEM/ Any third party. The address of the CAMC service provider shall be provided including contact details.
- d) Preventive Maintenance services during CAMC shall be rendered on quarterly basis with minimum gap between two services shall be not less than 90 days and not more than 115 days. In addition, all breakdown calls shall be attended to immediately and all major repairs shall be rectified within 15 calendar days from the date of intimation, as per tender, failing which, a penalty of Rs. 50,000/- per day thereof is leviable until the equipment is repaired and commissioned to the satisfaction of the end user, for this purpose supplier shall carry sufficient inventories to assure prompt replacement of defective parts as per tender
- e) Breakdown calls shall be attended immediately and major complaints shall be rectified within 7 calendar days from the date of intimation. The breakdown calls shall not be combined with preventive maintenance calls.
- f) In case the performance of CAMC services is not satisfactory and found below the 95% uptime level, the Purchaser has the right to source the maintenance services from other means/agency at the risk and cost of supplier including termination of contract and legal/penal actions.
- g) On receipt of CAMC order, the supplier shall furnish performance security for an amount equal to 3% 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.
- h) The cost of CAMC includes preventive maintenance with required testing, calibration as per technical/service/operational manual, labour and spares. The supplier shall undertake preventive maintenance as recommended in the manufacturer's technical/ service /operational manual, but minimum once in three months during the 7 years CAMC period for preventive maintenance.
- i) The cost of CAMC 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.

- j) The payment of CAMC will be made once in every four months after satisfactory completion of said period, duly certified by authorities, but subject to valid Performance Security.
- k) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.
- l) During the CAMC period, all software updates should be provided free of cost.

17. Terms and Mode of Payment

The bidder offering lowest quote inclusive of all taxes will be awarded with the project. The successful bidder shall abide to the delivery schedules as specified in the NoA. Payment against the delivery shall be made in a phased manner, aligned with the fund disbursements from IREDA based on the maximum sanctioned amount.

The supplier shall deliver all 9 EMHCs within 7 days of receiving the NoA/work order. The specific delivery locations for each unit will be communicated through the NoA. The following documents shall be furnished by the supplier at the time of delivery:

- a) Detailed Invoice
- b) Packing List etc.
- c) Guarantee/ Warranty Certificate
- d) Manufacturer's certificate for quality of material
- e) Transit Insurance Policy/ Certificate
- f) Physical Verification and acceptance of goods by HLL
- g) Any other documents as detailed in notification of award

The payment disbursement will be in the following manner:

- a. Further to receipt of eMHCs, HLL will initially submit a claim to HMA/IREDA for 40% of the payable amount (as per the executed agreement). The supplier shall facilitate the submission of the above mentioned documents and also coordinate for site inspection by IREDA officials. The amount received by HLL against this claim will be released to the supplier as the first payment.
- b. Supplier shall ensure successful commissioning of 5 EMHCs and upon acceptance by HLL/HMA/IREDA, HLL shall claim from HMA/ IREDA along with relevant documents, for 30% of the payable amount. The amount received by HLL against this claim will be released to the supplier as the second payment.
- c. Further to successful commissioning of all EMHCs, supplier shall submit duly filled project completion report to HLL and based on this, HLL will claim for the complete payment from HMA/ IREDA along with relevant documents. The amount received by HLL against this will be released to the supplier as the final settlement.

18. Delay in the contractor's performance

The contractor shall complete the works under the contract within the time schedule specified by the Purchaser and as incorporated in the contract.

Any unexcused delay by the contractor in maintaining its contractual obligations towards delivery of

goods and performance of services shall render the contractor liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages or
- (ii) Forfeiture of its performance security and
- (iii) Termination of the contract for default.

If at any time during the currency of the contract, the contractor encounters conditions hindering timely completion of works, the contractor 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 completion period accordingly. On receiving the contractor's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the completion period, with or without liquidated damages for completion of contractor's contractual obligations by issuing an amendment to the contract.

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

- (a) The Purchaser shall recover from the contractor, by way of liquidated damages on the works, which the Contractor 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 applicable taxes or on account of any other tax or duty which may be levied in respect of the works specified in the contract, which takes place after the date of completion stipulated in the contract shall be admissible on such of the said works as are completed and performed after the date of the completion 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 applicable taxes 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 completion stipulated in the contract.

19. Liquidated damages

If the contractor fails to complete the works 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 7.5% of the contract price or actual liability of the purchaser due to delayed works or total performance of the contractor, whichever is higher. Once the maximum is reached by the Purchaser may consider termination of the contract.

20. Termination for default

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 contractor, terminate the contract in whole or in part, if the contractor fails to execute works or perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser

In the event of the Purchaser terminates the contract in whole or in part, the Purchaser may execute the works similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the contractor shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

Unless otherwise instructed by the Purchaser, the contractor shall continue to perform the contract to the extent not terminated.

21. Termination for insolvency

If the contractor becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the contractor without any compensation,

whatsoever, to the contractor, 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.

22. Force Majeure

Neither the Contractor nor the Purchaser/Owner shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.

The Contractor shall advise Purchaser/Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/Owner shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Contractor's bids are under the consideration of the Purchaser/Owner and no acceptance of the same has been given and detailed order issued.

In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Owner shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Contractor while reserving the right to claim refund of and any payment if advanced or paid to Contractor.

23. Termination for convenience

The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving 7 days written notice on the contractor 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 interalia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.

The goods and services which are complete and ready in terms of the contract for completion and performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining works, the Purchaser may decide:

- a. To get any portion of the balance completed at the contract terms, conditions and prices;
and/or
- b. To cancel the remaining portion of the works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor towards the remaining portion of the works.

24. Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

25. Notices

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. 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.

26. Settlement of Disputes

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of

any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation. The Courts at Chennai alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

27. Applicable Law

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

28. Court Jurisdiction:

In the event of any dispute arising out of this agreement, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have exclusive jurisdiction.

Section –D

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. General requirement for eligibility:

- a) In order to decide the responsiveness of tender, the Purchaser may ask the bidder for Demonstration of equipment/system, presentations, sample, etc. and the bidder shall arrange Purchaser's requirement as and when so asked, failing which the tender shall be deemed as non-responsive.
- b) The Licenses, 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) Signed copy of Tender Document (all pages of Bid documents to be signed & stamped) by the Bidder as token of acceptance of the Terms & Conditions.
- e) Duly filled, signed and sealed forms as per the Annexures of the tender document.
- f) Power of attorney notarized by the authorized signatory to sign and submit the bid documents
- g) Copy of PAN Card. (self-attested Copy)
- h) GST Registration Certificate
- i) Certificate of incorporation / Memorandum of Article (self-attested copy)
- j) Last 3 financial years audited Profit & Loss, Balance Sheet duly certified by Chartered Accountant.
- k) EMD as per tender document. In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Security deposit within 7 days from the date of award / Letter of Intent / Notification of Award.
- l) One to one compliance statement to technical specification requirements against each item shall be provided along with the tender, with pamphlets/Catalogues.
- m) 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 authorized representatives of HLL/HMA after installation and commissioning of the goods.

3. Warranty:

- a) A minimum one-year warranty shall be provided against manufacturing defects, covering repair/replacement of faulty, broken, or substandard products at no additional cost. Any reported issue must be addressed within 15 days of complaint registration.
- b) Minimum 3 years warranty for chassis
- c) All software updates should be provided by the supplier free of cost during Warranty period.

4. Aftersales Service:

After sales service center should be available at on 24 (hrs) X 7 (days) X 365 (days) basis. Breakdowns/Complaints should be attended without delays. An undertaking by the Manufacturer shall accompany the tender that the spares for the equipment shall be available for at least 7 years + 3-year defect liability period from the date of supply.

SECTION E
LIST OF REQUIREMENTS

SL NO	Description	Qty (Nos)
01	E Mobile Health Clinic as per technical specifications given in this document	9

SECTION F

TECHNICAL REQUIREMENTS AND SPECIFICATIONS

S.N O	ITEMS	SPECIFICATIONS
1	Class of Vehicle	E-CART FOR MOBILE HEALTH CLINIC
2	Fuel Type	Electric and Solar Charging
3	Loading Capacity	700+ KG
4	Seating Arrangements	2 inside cabin, 1 stretcher, and 2 at front
5	Certificates	ICAT & SAE Certified, GST, RTO Approved
6	Motor	1250 Watt
7	Controller	1250 Watt
8	Battery	Lithium Battery with 3 years warranty
9	Charger	15 AMP
10	Solar Panel	Roof-top solar panel with power packs for charging batteries
11	GPS Tracking System	GPS-enabled device
12	Android 5G Mobile for Telemedicine	1 Android 5G, 6GB RAM, 128GB Memory with charger and stand
13	Folding Ambulance Stretcher	Single-person operable stainless steel stretcher
14	Oxygen Cylinder with Kit	5+ liter capacity
15	BP Pulse Monitor Machine	1 battery-operated machine
16	Glucose/Sugar Monitor Machine	1 battery-operated machine
17	First Aid Kit	General medicines, saline IVs, injections
18	Mobile Phone Stand	Stand for telemedicine use
19	Drawers	Built-in drawers for medicines and files
20	Solar Controller / Regulator	For efficient power management
21	Roof-top Ambulance Light & Hooter	1 mini ambulance light, mike, and siren
22	Cabin Light	LED body lights
23	Cabin Fan	2 mini cabin fans
24	Fabrication & Modification	Customization as per medical requirements
25	Branding	Branding for HLL, HMA, and IREDA as per HLL specifications
26	Transportation	Vehicle transportation and delivery services
27	Warranty	Minimum 3 years warranty for chassis

ADDITIONAL TECHNICAL REQUIREMENTS

1. Only new vehicles and other goods shall be supplied; no second-hand items are permitted.
2. A minimum one-year warranty shall be provided against manufacturing defects, covering repair/replacement of faulty, broken, or substandard products at no additional cost. Any reported issue must be addressed within 15 days of complaint registration.
3. A Stage Completion Certificate must be submitted in the prescribed format provided by HLL.

4. The EMHC (Electric Mobile Health Clinic) shall comply with Government of India standards, obtaining all necessary statutory approvals and clearances as required.
5. Geotagged photographs of all nine EMHCs upon delivery to their respective locations must be submitted to HLL along with full installation and commissioning details.

DOCUMENTS TO BE SUBMITTED AT THE TIME OF DELIVERY

Upon delivery, the following documents must be submitted:

1. Detailed Invoice – Clearly listing all items, specifications, and costs.
2. Packing List – Including the full inventory of delivered items.
3. Guarantee/Warranty Certificate – Confirming the minimum warranty period and coverage details.
4. Manufacturer's Certificate – Ensuring the quality of materials used in the vehicle and equipment.
5. Transit Insurance Policy/Certificate – Covering the shipment during transportation to ensure protection against damage or loss.
6. Any other documents as specified in the notification of award

SECTION G
FORMS AND DECLARATION

1. FINANCIAL STATEMENT

Name & Address of bidder:

Financial Year	Annual Turnover (In Rs.)
2021-2022	
2022-2023	
2023-2024	
Total annual turnover for the 3 financial years	
Average annual turnover for the 3 financial years	

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

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

Signature and stamp of Chartered Accountant	Signature and stamp of the bidder

2. 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/bidder : _____

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

3. CATEGORY DETAILS OF ORGANIZATION

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSME category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	

*Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.

*The Udyog Aadhar no of the bidder

(Self-attested copy of Udyog Aadhar / Udyam Registration certificate should be submitted along with the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

4. SELF DECLARATION – MAKE IN INDIA PREFERENCE

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

Details of location at which local value addition will be made is as follows: -----

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

Seal and Signature of Authorized Signatory

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

I, the undersigned, (full names), do hereby declare, in my capacity as M/s (name of bidder entity), that:

1. The facts contained herein are within my own personal knowledge.
2. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
3. I certify that M/s (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE:

Seal / Stamp of Bidder

This declaration form part of this tender & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

6. REQUISITION FORM FOR E-PAYMENT

(In the company letter with sign & seal)

Certified that I am having a Savings / Current Account in <Name of Bank> ----- at<Name of Branch>_____ with <IFSC Code> _____. The Account Number is:_____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this work.

Name of Bidder

Place: _

Date: _

(Attach Scanned copy of Cancelled cheque of above bank)

7.SELF-DECLARATION NON BLACK LISTED

To,

**Associate Vice President i/c and BH (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India, Email – hcstenders@lifecarehll.com**

Dear Sir,

This is to certify that our company has not been Black Listed /debarred or found guilty of malpractice /misconduct either by State Government or /Government of India or any other Government institution in connection with manufacture and supply of any of the product(s) quoted during the last 5 years' period till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the de-registered or debarred or blacklisted or banned / suspended product quoted, submitted by us against this Tender.

Date:

Signature:

Place:

Name:

Designation:

Seal:

8. NO DEVIATION CERTIFICATE

To

**Associate Vice President i/c and BH (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India, Email – hcstenders@lifecarehll.com**

Subject: No Deviation Certificate for -----(Tender Name)

Tender Ref.No. -----

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

Note: In case of Association, the Associate Bidder shall also submit the Form

9. ACCEPTANCE FORM

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

From

To

Associate Vice President i/c and BH (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India, Email – hcstenders@lifecarehll.com

Tender Ref.No. =====

We, the undersigned have examined the above mentioned Tender 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, 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 technical specifications, payment terms and delivery schedule specified in this tender document.

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 4, read with modification, if any, in Section - D – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB of the tender document 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

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

SECTION H
MAKE/MODEL/HSN CODE OF EQUIPMENTS

SL NO	Description	Qty (Nos)	Quoted (Yes/No)	Make	Model	HSN CODE
01	E-Mobile Health Clinic	9				

SECTION – I

A) MANUFACTURER’S/DISTRIBUTOR’S AUTHORISATION FORM

To

**Associate Vice President i/c and BH (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India, Email – hcstenders@lifecarehll.com**

Dear Sir,

Tender Ref. No. -----

We, _____ who are proven and reputable manufacturers/distributors of _____
(name and description of the goods offered in the tender) having factories at _____,
hereby authorize 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 authorized 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, CAMC 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 manufacturer / distributor]

Note: This letter of authorization 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 – J

B. BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

Bank Guarantee No. Date.....

NOA/Contract No.....
.....[Name of Contract].....

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(*insert date of the Contract*)..... between you and M/s (*Name of Contractor*),

(or)

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

having its Principal place of business at(*Address of Contractor*) and Registered Office at(*Registered address of Contractor*) ("the Contractor") concerning (*Indicate brief scope of work*) for the complete execution of the (*insert name of Package alongwith name of the Project*)..... [*Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them*]

Or

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

(or)

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

having its Principal place of business at(*Address of Contractor*) and Registered Office at(*Registered address of Contractor*) ("the Contractor") and the Contract ("the Contract") signed on(*insert date of the Contract*)..... between you and M/s (*Name of Associate*), having its Principal place of business at(*Address of Associate*) and Registered Office at(*Registered address of Associate*), the Associate of the Contractor for executing the Facilities concerning (*Indicate brief scope of work*) for the complete execution of the (*insert name of Package alongwith name of the Project*)..... [*Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate*]

By this letter we, the undersigned,(*insert name & address of the issuing bank*), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(*insert address of registered office of the bank*)..... do hereby irrevocably guarantee payment to you up to i.e., five percent (5%) of the Contract Price until sixty (60) days beyond the Defect Liability Period i.e., upto and inclusive of (*dd/mm/yy*).

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

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

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until sixty (60) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding three year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

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

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].

2. This Bank Guarantee shall be valid upto _____ (validity date) _____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.”

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

HLL/HCS/Tender-Gem/2024-25/01

Dt 16.03.2025

Name _____
Designation _____
POA Number _____
Contact Number(s): Tel. _____ Mobile _____
Fax Number _____
email _____
Common Seal of the Bank _____

Witness:
Signature _____
Name _____

Address _____
Contact Number(s): Tel. _____ Mobile _____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

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

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

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

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

Section-K

PRICE SCHEDULE

(In the letter of the company)

IMPORTANT NOTE –

Items wise price to be uploaded in GEM in the same format (GEM BoQ) –Excel Upload Required in GEM

The bidders shall NOT QUOTE ANY PRICE along with technical bid. The price shall only be quoted in GEM using the BoQ format.

While entering the final bid price, bidder must enter the total price of all items.

OPTIONAL								
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**								
Sl.	Name of the Equipment (Optional)	1st year (Amt in Rs.)	2nd year (Amt in Rs.)	3rd year (Amt in Rs.)	4th year (Amt in Rs.)	5th year (Amt in Rs.)	6th year (Amt in Rs.)	7th year (Amt in Rs.)
01								

(In the letterhead of the company)

Shall not be included in the product price bid in GEM

****After completion of 3-year/ Warranty period mentioned against each item in section F.**

NOTE: -

- 1) Rate per unit excluding GST shall be quoted above in the price schedule.
- 2) The above rate is for per unit, excluding _____% **GST**. The GST % shall be mentioned here.
- 3) In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
- 4) The cost of CAMC which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 7 years on yearly basis for complete equipment and Turnkey.
- 5) The uptime warranty will be 95 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the document.
- 6) All software updates should be provided free of cost during CAMC period.
- 7) The stipulations in Technical Specification will supersede above provisions.
- 8) The supplier shall keep sufficient stock of spares required during Comprehensive Annual Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Business Address _____

Place: _____

Date: _____

HLL/HCS/Tender-Gem/2024-25/01

Signature of Bidder _____

Seal of the Bidder _____

Dt 16.03.2025

SECTION – L

CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

This AGREEMENT made on this day ----- between HLL Lifecare Ltd (HLL)/HLL's Client, represented by the _____ having his Office at(hereinafter called HLL/) of one part and M/s.----- represented by ----- aged----- years, having his / her Office at----- (hereinafter called "") of the other part. (The term *HLL/HLL's Client* and-----, wherever the context appear and unless, it is specifically excluded, shall mean and exclude its successor, assign administrators and executors).

WHEREAS the _____ had supplied and installed number _____ at against the supply order placed by HLL vide P.O. No. _ and as per provisions of the tender and supply order _____ should provide Comprehensive Annual Maintenance Services for this equipment (herein after called services) and the purchaser accepted & approved the rates and terms and conditions offered by ___ in the financial bid for the services to which this agreement made for.

NOW THE AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract / order referred to above.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The terms and conditions stipulated in *Purchaser's* tender document ref. _____, Dt. _____ for the supply of the equipment.
 - b. The Bid Form and Price Schedule submitted by ___ for supply and providing the maintenance Services, against the tender.
 - c. The supply order for supply and installation of the equipment vide Ref. No. _____ Dt. ----- Placed by Purchaser.
3. The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

Sr. No	Name of Equipment	Qty	Total CAMC Amt in Rs. (Excl applicable GST)						
			1st year (Amt in Rs.)	2nd year (Amt in Rs.)	3rd year (Amt in Rs.)	4th year (Amt in Rs.)	5th year (Amt in Rs.)	6th year (Amt in Rs.)	7th year (Amt in Rs.)

4. Payments shall be made by HLL/HLL's Client to Supplier as per the Purchaser's tender document, _____ hereby covenant with the *Purchaser* to provide the Comprehensive Annual Maintenance Services in conformity in all respects with the provisions of the *Contract* and the orders referred above.
5. The rates indicated cover all charges towards cost of spare parts, transportation and installation charges, cost of travel, boarding, lodging and expenses related to service personnel and other expenses related to maintenance of the equipment. No claim whatsoever will be entertained.
6. It is agreed that the rates indicated hereunder will be firm during the contract period and the contract period is for 7 years from. (date of expiry of 7 years' warranty period)
7. Performance security shall be submitted by way of Bank Guarantee valid till [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. [(fill amount) equivalent to 3 % of the cost

of the total CAMC value.

- 8. It is agreed that ___ will provide preventive maintenance call at least one visit in four months and the gap between any two Preventive Maintenance should not be less than 90 days and not more than 115 days and attend all breakdown calls, within the time limit prescribed in the tender. In addition, all breakdown calls shall be attended to immediately and all major repairs shall be rectified within 7 calendar days from the date of intimation, as per tender, failing which, a penalty of Rs. 50,000/- per day thereof is leviable until the equipment is repaired and commissioned to the satisfaction of the end user, for this purpose you shall carry sufficient inventories to assure prompt replacement of defective parts as per tender.
- 9. It is agreed that the failure to attend to any breakdown calls within the prescribed time limit will attract penalty as stipulated in the CAMC order.
- 10. Uptime guarantee of 95% shall be maintained by _____ on annual basis taking into consideration the number of actual working hours and working days of the centre.
- 11. Purchaser reserves its rights to get the maintenance services done through any other agency at your full risk and cost and also to take appropriate penal action including termination of the contract, if the performance of services is found not satisfactory and below the 95%uptimelevel.
- 12. All disputes arising out of this agreement would be settled by arbitration by a sole arbitrator to be appointed by the CMD Of Purchaser
- 13. All disputes arising out of this agreement will be subjected to the jurisdiction of Chennai only.
- 14. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said

(For the HLL/HLL'sClient)

in the presence of

Signed, Sealed and Delivered by the

Said

(For_____)

in the presence of

SECTION – M
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 – N

Proforma of Final Acceptance Certificate by the Consignee

Date _____

To

M/s _____

Project Name:

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.	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 fulfill 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 Parano.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 O

TECHNICAL SPECIFICATION COMPLIANCE SHEET

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

SI No	Item Name	Quoted (Yes/No)	Make and Model	100% Technically Complied (Yes / No) please specify if any deviation from technical specification as mentioned in Section F
1	EMHC			

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

Signature and Seal of the Bidder.....

SECTION P
GENERAL INFORMATION OF THE MANUFACTURER / SUPPLIER

1. Name of the manufacturer/supplier	
• Name of Contact Person	
• Mobile No	
• E-mail Address	
• Whether Distributor/Authorized Agent/	
• Original Equipment Manufacturer	
• Specify whether SSI / MSE unit :	
2. How many years have you been in the business of manufacturing/selling?	
3. Details of Tax Registration	
a) GST NO	
b) PAN NO	
4. Name & Address of your Banker (s)	
Account no.	
Swift Code	
IFSC Code	
All the information provided herein is true & correct.	

PLACE:

DATE

BIDDER NAME & SIGNATURE
(WITH OFFICE SEAL)