

IFB NO: HLL/AFT-CMO/KL-EQP/2017-18/03, Dt. 12.06.2017

**TENDER FOR SUPPLY OF AUTOCLAVE TO UPHC MATTANUR,
KANNUR DISTRICT**

HLL/AFT-CMO/KL-EQP/2017-18/03, Dt. 12.06.2017



HLL LIFECARE LIMITED

(A GOVT. OF INDIA ENTERPRISE)

AKKULAM FACTORY, SREEKARIAM P.O.

THIRUVANANTHAPURAM – 17

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SECTION I

IFB NO: HLL/AFT-CMO/KL-EQP/2017-18/03

Dt. 12.06.2017

TENDER NOTICE

INVITATION TO BID (ITB)

HLL Lifecare Limited hereby invites sealed bids **under Two Bid system consisting of Technical Bid (Cover-A) and Price Bid (Cover-B)** from eligible bidders for the supply of 1 No Autoclave (95 Ltrs) to UPHC Mattanur, Kannur District.

A.INTRODUCTION

1. Eligible Bidders

- 1.1 Primary manufacturers / dealers are eligible to participate in the tender.
- 1.2 Bidders should not be associated with the purchaser for the preparation of the design, specifications, and other documents used for the procurement of the goods under this Invitation of Bids.
- 1.3 The bidder should have a **minimum 3 years' experience in the field of manufacture and/or supply of the similar equipments.**
- 1.4 Bidder should have good financial background proven by balance sheet of three immediate previous financial years showing profit.

Sl. No.	Minimum Eligibility criteria	Narrations Other than Tender No.
1	Experience	Should have a minimum of 3 years' experience in dealing Medical Equipments and experience in supplying, installing and commissioning of Medical Equipments.

2	Licenses/Registrations for undertaking, supply and installation contracts	<p>Primary manufactures who participate in the tender must produce their valid manufacturing license.</p> <p>1) Tenderers, other than manufacturers, who participate in this tender must produce the followings:</p> <p>a) An authorization letter from Manufacturer's / authorized distributors to participate in this tender.</p> <p>b) Manufacturer's manufacturing license / Distributor appointment letter to do the business in Kerala State.</p> <p>3. Item wise Technical compliance sheet to match the technical specification prescribed in this tender at SECTION IV</p>
3	Quality Certifications	Should have necessary valid Quality/System Certifications like ISO, CE, FDA etc) as applicable – to match technical specifications/ requirements item wise as in the tender.
4	Good financial capability necessary to perform the Contract	<p>1) Annual Turnover Statement preceding last 3 years (Certified by the Chartered accountant). The turnover should be Rs. 20 Lakhs in any one of the last 3 financial years.</p> <p>2) Profit & Loss Account for preceding last 3 years (Certified by the Chartered accountant)</p> <p>3) Balance sheet for the past preceding last 3 years (Certified by the Chartered accountant)</p>

2. (a) LAST DATE AND TIME FOR RECEIPT OF BIDS IS 19.06.2017 AT 10.00 HRS

(b) TIME AND DATE OF OPENING OF BIDS IS 19.06.2017 AT 10.30 HRS

B. THE BIDDING DOCUMENTS

3. Contents of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents.
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the

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Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective Bidders who have received the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

C. PREPARATION OF BIDS

6. Language of Bid

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

7. Documents Comprising the Bid

Following documents and forms are to be comprised

- a) Tender Fee: DD for Rs. **525.00** (inclusive of tax) drawn in favour of HLL Lifecare Limited payable at Thiruvananthapuram is to be attached towards tender fee.
- b) EMD / Bid Security for **Rs. 1,500/-** in form of DD, drawn in favor of HLL Lifecare Limited, payable a Thiruvananthapuram. The EMD / Bid Security shall be refunded to the non-responsive bidders within 60 days from the date of opening of Bid. The Tender received without EMD will be rejected.
- c) The technical specifications enclosed along with the bid document shall be confirmed by signature of the bidder/authorized signatory of the bidding firm, in all pages and authorized by official seal. The information shall be filled, wherever necessary as per the instructions given.
- d) Duly attested copies of factory license/Industrial/licenses, sales tax registration, and documents to prove the legal status, place of registration and principal place of business of the undertaking
- e) Duly attested copies of quality certificates for the products, quality system certifications as specified in technical specification. Item wise **Product catalogue/Detailed printed literature to prove the technical specification along with COMPLIANCE SHEET confirming to technical specification (SECTION IV) should be attached with offer.**

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- f) Copy of Balance sheet for the last 3 financial years, duly certified by a chartered accountant
- g) Performa for equipment and tenderer details, duly filled as per section II
- h) Performance statement in the proforma under section III
- i) Documentary evidence established in accordance with ITB Clause 1 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- j) Documentary evidence that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents.
- k) Duly filled Check list as per section X
- l) Duly filled Bid Form and **price schedule in separate sealed envelop**

8. Bid Prices

- 8.1 The Bidder shall indicate in the Price Schedule, the Unit Prices and Total Prices of the equipments it proposes to supply under the Contract.
- 8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (i) The price of the goods, quoted ex-factory/ex-show-room/ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales tax and other taxes already paid or payable:
 - (a) On components and raw material used in the manufacture or assembly of the goods quoted ex-factory; or
 - (b) On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - (ii) charges for inland transportation, insurance and other local costs incidental to delivery of the goods to the final destination;
- 8.3 The Bidders separation of the price components in accordance with ITB Clause 8.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 8.4 Fixed price: Price escalation not entertained during the pendency of contract..
- 8.5 **The Price schedule shall be kept in separate sealed envelopes.**
- 8.6 **The bidder should quote for all the items indicated in the Price Schedule SECTION VIII. In case the tenderer is not quoting for all the items, then their bid will be treated as non responsive.**

9. Bid Currencies

9.1 Prices shall be quoted in Indian Rupees.

10. Period of Validity of Bids

10.1 Price Bid shall be valid **for 180 days from the date of opening of Price Bid**

10.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

11. Format and Signing of Bid

11.1 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person(s) signing the bid.

11.2 **Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.**

D. SUBMISSION OF BIDS

12. Sealing and Marking of bids

Separate bids shall be submitted for price bid and technical bids.

12.1 The bidders shall seal **Technical bid** and **Price bid** in separate covers duly marking on the envelopes as **“TECHNICAL BID” - cover “A”** and **“PRICE BID” - cover “B”**. The Bidders shall then place both the envelopes (cover “A” & cover “B”) in an outer envelope. The name of the product for which the bid is made must be marked on both the inner envelopes and the outer envelope.

12.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

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

(a) The outer & inner envelope shall bear the tender number super scribed with ” **Supply of Autoclave (95 Ltrs) to UPHC Mattanur, Kannur District**” and also **“DO NOT OPEN BEFORE 10.30 Hrs. ON 19.06.2017”**.

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- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late/disqualified”.
- (c) If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- (d) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- (e) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. LATE BIDS

- 13.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

14. MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 14.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 12. A withdrawal notice may also be sent by e-mail, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 14.3 No bid may be modified subsequent to the deadline for submission of bids.
- 14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

E. BID OPENING AND EVALUATION

15. Opening of Bids by Purchaser

- 15.1 The Purchaser will open all technical bids (Cover A), in the presence of bidder's representatives who choose to attend, at 10.30 Hrs on 19.06.2017 at the following location:

**HLL Lifecare Limited,
Akkulam Factory,**

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Sreekaryam P.O. ,

Thiruvananthapuram -17

Phone 0471 2445930 / 2445935 Email : hcdcmo@lifecarehll.com

- 15.2 In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 15.3 **The “Price Bid” (Cover B) will be opened after evaluation of “Technical bids”**
The date and time of price bid opening will be intimated to bidders whose bids are qualified.
- 15.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser may depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser’s sole discretion. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened.

16. CLARIFICATION OF BIDS

- 16.1 During evaluation of bids, 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 prices or substance of the bid shall be sought, offered or permitted.

17. PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 17.1 The Purchaser reserves the right to accept or reject any or all bid(s), and to annul the bidding process at any time prior to award of Contract.

18. PRELIMINARY EXAMINATION

- 18.1 The Purchaser will examine the bids to determine whether they are complete.
- 18.2 Arithmetical errors in the price bid will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.
- 18.3 A bid which is not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by correction of the non-conformity by the bidder.

19. EVALUATION AND COMPARISON OF BIDS

- 19.1 The purchaser’s evaluation of a bid will take into account the bid price including all costs as well as duties and taxes paid or payable and price of incidental services, if any, and to the extent of technical specifications, including following aspects;

- i. cost of transportation, insurance and other costs incidental to the delivery and installation of goods at the designated delivery destination and handing over the same to the Purchaser, in Kerala State.

20. CONTACTING THE PURCHASER

- 20.1 If the bidder wishes to bring additional information to the notice of the purchaser, during the process of tenderers, it should do so in writing.

21. INSPECTION AND TESTS

- 21.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Purchaser shall notify the Supplier in writing of such inspection/test in detail.
- 21.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. The Supplier or its subcontractor(s) shall provide all reasonable facilities and assistance for such tests/inspections, at no charge to the Purchaser.
- 21.3 In case any Goods fail to conform to the specifications in test/inspection, the Supplier shall either replace such Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

F. AWARD OF CONTRACT

22. AWARD CRITERIA

- 22.1 The contract will be awarded to the successful bidder whose bid has been determined to be substantially responsive and as the lowest price offered by the bidder.

23. PERFORMANCE SECURITY

- 23.1. On award of contract, within thirty (30) days from date of the issue of LOI/PO, the supplier shall furnish Performance Security for an amount equal to 10 % of the total value of the contract, valid up to 60 days after the date of completion of 1 year warranty period, i.e. initially valid for a total period of minimum 14 months.
- 23.2 The Performance security shall be denominated in Indian Rupees, and it shall be in either by Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form in favour of Purchaser
- 23.3 In case of the successful tenderer fail to furnish the required Performance Security within the time schedule mentioned in clause 23.1 above, the EMD will be forfeited and the award will be cancelled.

24. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

- 24.1 The Purchaser reserves the right to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions within the bid validity period.
- 24.2 The quantities mentioned herein are present requirement and in case more or less quantity is required, the suppliers should be prepared to effect supply at short notice on the same terms and conditions.

25. PACKING, FORWARDING AND DELIVERY

- 25.1 The packing, forwarding and delivery of items in the tender shall entirely be at the scope and responsibility and cost of the tenderer.

26. DELIVERY AND DOCUMENTS

- 26.1 **Details of Quantity and Destination of the items to be delivered are given in SECTION V to this tender.** Delivery, in line with LOI/PO, shall be made along with necessary documents like warranty certificate, equipment manual, test certificate and also other documents, as applicable.

27. DELAYS IN DELIVERY OF GOODS

- 27.1 The Goods shall be delivered by the Supplier within 20 days from the date of placing the Letter of Indent/Purchase Order.
- 27.2 A delay in delivery of items/obligations shall render to the imposition of penalty on the supplier in line with this tender or LOI/PO to be released, unless an extension of time is got approved from the purchaser.
- 27.3 In case of the Supplier fails to deliver any or all of the Goods/Services within the time period(s) specified in the Letter of Indent /Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, the penalty, a sum equivalent to the percentage specified in the purchase order/tender.

28. WARRANTY

- 28.1 This warranty shall remain valid for One **year from the** date of delivery, installation and handing over the items to the Purchaser at the respective destinations.
- 28.2 Any major repair during the warranty period shall be rectified by the Supplier within 3 days of intimation. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof, until the equipments are repaired and commissioned to the satisfaction of the Purchaser.

29. Compréhensive Annual Maintenance Contract (CAMC)

- a. The CAMC shall be quoted by the bidder as prescribed in the Section X. The CAMC

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period shall be for 5 years after completion of 1 year Warranty Period. The applicable taxes shall be indicated separately. The CAMC rates without indication of taxes will be considered as all inclusive.

- b. On placing CAMC order, the supplier shall furnish a performance security for 5% of the CAMC value per annum in the form of Demand Draft or Bank Guarantee in the prescribed form, from any Scheduled bank in India, within 7 days on receipt of CAMC order. The performance security shall be renewed every year till the completion of CAMC period.
- c. **2 preventive maintenance** shall be carried out by the contractor in a year, i.e each in every 6 months. The minimum gap between any two preventive maintenance shall be 150 to 180 days.
- d. The firm shall also attend any number of breakdown calls as and when required in the CAMC period, not later than 8 hours of call and all major repairs shall be rectified within 3 days from the date of intimation.
- e. The periodical preventive maintenance and breakdown calls including replacement of defective spares shall be attended by the tenderer at free of cost to maintain the 95% uptime guarantee.
- f. In the event of the downtime exceeding the prescribed maximum period, the warranty period will be accordingly extended and the effective date of commencement CAMC will be shifted accordingly.
- g. The bidder should ensure availability of spares for the period of at least 6 years from the date of installation of equipment.

30 PAYMENT TERMS

30.1 90 % payment shall be made within 30 days from the receipt and acceptance of goods at the designated delivery designation/Hospitals in Kerala State. The balance 10 % of the invoice value shall be paid against submission of necessary documents from the date of completion of installation/acceptance of equipments by the Hospital Authorities/ Regional Manager & State In charge of HLL.

30.2 **Payment for CAMC:**

The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the respective Hospital authorities.

31. PATENT RIGHTS

31.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

32. INCIDENTAL SERVICES

- 32.1 The supplier may be required to provide any or all of the following services, including additional services, if any, as specified.
- (a) Supervision of the on-site assembly and/or start-up of the supplied goods.
 - (b) Furnishing of tools and detailed manual of operations and maintenance.
 - (c) 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.

33. CONTRACT AMENDMENTS

- 33.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. ASSIGNMENT

- 34.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

35. LIQUIDATED DAMAGES

- 35.1 If the Supplier fails to deliver the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, deduct liquidated damages from the Contract Price, a sum equivalent to the percentage of price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage as specified below.
- 35.2 **Liquidated Damage** : Penalty shall be at the rate of 0.5% per week subject to a maximum of 7.5% of the total contract value for the delay beyond the agreed period. Once the maximum is reached, the Purchaser may consider termination of the Contract at cost of supplier.

36. TERMINATION BY DEFAULT

- 36.1 In case the Supplier fails to deliver any or all of the goods within the period specified in the LOI/PO or extension thereof or the Supplier fails to perform any other obligation(s) under the contract, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- 36.2 In the event the such termination, in whole or in part, the Purchaser may procure the Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods/Services.

37 FORCE MAJEURE

- 37.1 For purposes of this Clause "Force Majeure" means an event beyond the control of the

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Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 37.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

38. RESOLUTION OF DISPUTES

- 38.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 38.2 In case the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute within 30 days, the dispute may be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.
- 38.3 The jurisdiction of any disputes, suits and proceedings arising out of this tender shall be only in the court of Thiruvananthapuram.

Joint General Manager (Materials)

SECTION II

PROFORMA FOR DETAILS OF EQUIPMENT AND TENDERER

DATE OF OPENING :

NAME OF THE BIDDER :

1. Name & Full address of the BIDDER:

.....

.....

1	PAN No	
2	ECC Code :	
3	IEC if applicable :	
4	CST No	
5	TIN No	
6	Any other details	
7	Phone No.	Office No
		Mobile No.
8	Email Id :	

3. Location of the manufacturing factory/show room :

4. Whether Goods are tested to any standard specification: YES / NO
If "YES", copies of specifications & original test certificates should be submitted.

**PLACE:
DATE:**

**NAME AND SIGNATURE OF THE TENDERER
(WITH OFFICE SEAL)**

SECTION III

PROFORMA FOR PERFORMANCE STATEMENT
(for a period of last 3 years)

Order Received from (Name & Address of Purchaser)	Description Of ordered item	Quantity	Whether attached performance certificate received from the purchaser along with the tender

**PLACE:
DATE:**

**NAME AND SIGNATURE OF THE TENDERER
(WITH OFFICE SEAL)**

SECTION IV

TECHNICAL SPECIFICATION

AUTOCLAVE (95 LTRS)

- Should be Stainless Steel Double walled construction- with inner and outer made of thick gauge Stainless Steel.
- 45cm Dia x 60cm, height, 95 Litres capacity and 4KW.
- Lid is made of thick gauge stainless steel with pressure gauge, 1 steam release valve, and 2 safety valves,
- Should have Foot Lifting arrangement.
- Should be Electrically operated, suitable for rapid sterilization under steam pressure.
- Should be of Temperature controlled by PID controller with Time and Purging system PID controller.
- Should provide Solenoid valve system
- Should provide Automatic low water level cut off
- Should have Sterilization under saturated Steam Pressure at 15 PSI
- Should provide S.S. Basket
- Should work on Single Phase supply

SECTION V

Delivery Destinations

Sl. No.	Name of the Hospital	District
1	UPHC Mattanur	Kannur

SECTION VI

**HLL LIFECARE LIMITED
Akkulam Factory
THIRUVANANTHAPURAM-695017**

INDEMINITY CLAUSE

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate within the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply order.

Bid pronounced Non Responsive by HLL shall be summarily rejected.

The decision of HLL will be final and no correspondence on this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

**PLACE:
DATE:**

**NAME AND SIGNATURE OF THE TENDERER
(WITH OFFICE SEAL)**

**SECTION VII
HLL LIFECARE LIMITED
Akkulam Factory
THIRUVANANTHAPURAM-695017**

DECLARATION

I/WE, The Bidder undertake, we shall execute, within the purview of the contract, all the activities includes; transportation, loading, unloading and other technical work for the installation of the equipment/items at the designated site as per the contract/purchase order, at Kerala State.

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE TENDERER

SIGNATURE

NAME AND ADDRESS OF TENDERER

PRICE SCHEDULE (SECTION VIII)

S. No.	Item Description	Qty	Brand/ Model	Ex-factory/show room price (Basic Unit Price)	Excise Duty		Sales Tax		Freight & Insurance		Unit Price inclusive of all levies & charges (Column No. f+h+j+l) in Rs	Total Price (c x m)
					%	Amt.	%	Amt.	FOR HLL sites at Kerala state			
a	b	c	d	F	g	h	i	j	k	l	M	n
1	Dialyzer Reprocessing System	1										

Total amount in words: _____

Delivery schedule : strictly within 20 days from the date of release of LOI/PO

- NOTE: 1) The columns may be filled as is applicable in each case.
 2) Product catalogue along WITH COMPLIANCE SHEET confirming to technical specification should be attached with offer.
 3) List of optional accessories/ spares with rate, to be attached to price bid as separate sheet
 4) The bidder has to quote for all the items indicated above, failing which, the bid will be treated as non-responsive

Seal and Signature of the bidder

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CAMC Price Schedule (SECTION IX)

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S. No.	Item Description	Qty	1 st year		2 nd year		3 rd year		4 th year		5 th year	
			Rate/unit In Rs.	Total rate in Rs.	Rate/unit In Rs.	Total rate in Rs.	Rate/unit In Rs.	Total rate in Rs.	Rate/unit In Rs.	Total rate in Rs.	Rate/unit In Rs.	Total rate in Rs.
1	Dialyzer Processing System	1										

Taxes: _____

Scope of Contract: Number of Visits during the CAMC period: (a) Preventive maintenance visit: 2/year. (b) Break down maintenance visit: any number as required. "CAMC" Comprehensive maintenance Contract includes; 1 abors, spare and preventive & break down maintenance.

Note: The applicable taxes should be indicated separately with percentage and amount.

The bids received without indication of service tax will be treated as inclusive.

The above rates are applicable for 5 years, after successful completion of 1 year warranty period from date of installation,.

Seal and Signature of the bidder

SECTION X
CHECK LIST

Sl. No.	Documents	Page No.	Remarks
1	Tender Fee in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Thiruvananthapuram		
2	EMD in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Thiruvananthapuram / Bank Guarantee		
3	Duly attested copy of factory license/ Industrial license		
4	Duly attested copy of sales tax registration certificate		
5	Duly attested copy of document to prove the legal status, place of registration and principal place of business of the undertaking		
6	Duly attested copies of quality certificates for the products and quality system certifications		
7	Copy of Balance sheet for the last 3 financial years, duly certified by a chartered accountant		
8	Copy of Profit & Loss Account for last 3 financial years certified by chartered accountant		
9	Duly filled proforma showing details of Equipment and Quality Control employed by the manufacturer as per section II		
9	Proforma for Performance Statement (for a period of last years) as per Section III		
10	Client's Certificate as per Section III		
11	Product brochure literature, write up etc.		
12	Item-by-item compliance statement on the Purchaser's Technical Specifications with statement of deviations and exceptions, if any, to the provisions of the Technical Specifications as per SECTION IV		
13	The letter of authorization indicated by written power-of-attorney		
14	Spare parts and after sales service facilities in India		
15	Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor		
16	Annual turnover statement for last 3 years certified by the Auditor		
17	Indemnity clause as per SECTION VI		
18	Declaration as per SECTION VII		