

TENDER FOR THE SUPPLY OF PULSE GENERATORS

IFB No. HLL/MKTG/SD/2014-15/06 DT. 14-10-2014



HLL Lifecare Limited

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India

Tel: +0471 2354949, 2350959, 2350961, 2356352.

Website – www.lifecarehll.com

HLL LIFECARE LIMITED
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
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Tender for the Supply of Pulse Generators.

BID REFERENCE	:	HLL/MKTG/SD/2014-15/06 dt: 14-10-2014
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	14-10-2014, 11.00 HRS
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	24.10.2014, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	24.10.2014, 14.30 HRS
TIME AND DATE OF OPENING OF BIDS	:	24.10.2014, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Email – vgpillai@lifecarehll.com / hllsd@lifecarehll.com

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SECTION I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

IFB No: **HLL/MKTG/SD/2014-15/06 DT. 14-10-2014**

HLL Lifecare Limited hereby invites sealed bids on price contract basis from eligible bidders for the supply of following item. Approximate quantity is as mentioned.

SI No	Description	Tentative Qty
1	Pulse Generators	46

Sealed Tenders in duplicate will be accepted till 14.30 Hrs on 24.10.2014 by the ASSOCIATE VICE PRESIDENT (SD & CTD) i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012 Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com.

1. Interested eligible Bidders may obtain further information from the office of the ASSOCIATE VICE PRESIDENT (SD&CTD)i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012. (Email: vgpillai@lifecarehll.com)
2. A complete set of bidding documents may be purchased by any interested eligible bidder from the above office from 10.30 Hrs to 15.00 Hrs on any working day on submission of a written application to the above office and remitting a non-refundable fee of Rs. 5250 /- (including taxes) in the form of DD drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram.
3. The Tender Document can also be downloaded from our Website www.lifecarehll.com and cost of the Tender Document as mentioned above should be furnished along with Technical Bid.
4. Interested eligible bidders may submit their bidding documents at the office of the ASSOCIATE VICE PRESIDENT (SD & CTD) i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram – 695012 on or before the specified date and time.
5. All bids must be accompanied by the items/documents specified herein and must be delivered to the **ASSOCIATE VICE PRESIDENT (SD&CTD)i/c**, on or before 24.10.2014, 14.30 Hrs. The bids (Technical Bids) will be opened on 24.10.2014 at 15.00 Hrs, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
6. Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment and Tender document cost, Earnest Money Deposit & security Deposits as per rules (upto their monetary limit).
7. The quantity mentioned above is only anticipated approximate quantity. The Purchaser reserves the right at the time of award of contract 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

SECTION II

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

A.INTRODUCTION

1. Eligible Bidders

- 1.1. Manufacturing Company.
- 1.2. Manufacturer's sole authorised distributor.
- 1.3. 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.
- 1.4. The manufacturer whose product is offered by the tenderer must have commissioned atleast 3 (three) which are functioning satisfactorily as on date(s) of physical inspection.
- 1.5. Tenderers shall invariably furnish satisfactory Performance Certificate from atleast three users of the quoted model in support of the satisfactory operation.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Thiruvananthapuram, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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. In addition to the Invitation for Bids, the Bidding documents include:
 - a) Invitation for Bids
 - b) Instruction to Bidders (ITB);
 - c) General Conditions of Contract (GCC);
 - d) Special Conditions of Contract (SCC);
 - e) Technical Specifications
 - f) Bid Security Form
 - g) Performa for Performance Statements
 - h) IFB acceptance Form
 - i) Non Conviction certificate
 - j) Manufacturers Authorization Form
 - k) Technical Specification Form
 - l) Bid Form
 - m) Price Schedules;
 - n) Performance Security
 - o) Check list
- 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 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 inquiry) will be sent to all prospective Bidders who have sought clarification against 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 in company website only.
- 5.2 All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

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 included in the technical bid and price bid respectively.

7.1 TECHNICAL BID

The technical bid shall consist of the following documents.

- a) The EMD Rs.50000/- (Rupees Fifty thousand only) shall be in the form of DD / Bank Guarantee, in original from any nationalized bank as per Section - VI favour of HLL Lifecare Limited, payable a Thiruvananthapuram. Any bid not accompanied by a substantially responsive EMD in accordance with instruction to bidders shall be rejected by HLL as Non responsive. The EMD of unsuccessful tenders shall be returned as promptly as possible upon the successful tender's furnishing of the performance security pursuant to ITB.
- b) 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 in the technical specifications wherever necessary as per the instructions given.
- c) Power of attorney for signatory of bid in Rs 100/- stamp paper duly notarized.
- d) PAN Card.

- e) VAT Registration Certificate.
- f) Performance Statement Form (For the period of last three years/ financial year) - Section VII.
- g) Income Tax return and Acknowledgement Receipt for assessment year 2013-14.
- h) VAT return and Acknowledgement Receipt for assessment year 2013-14.
- i) Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, Acceptance of Terms and Conditions of IFB and its Amendments and Addendums thereto. (As per Section - VIII).
- j) Note: Technical evaluation of the bid will be taken up only after scrutiny of Section - VIII (IFB Acceptance Form) duly notarized.
- k) Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Section IX.
- l) Manufacturer's Authorization (If applicable) as per Section - X.
- m) List of installations & commissioning of offered model for last calendar year/ financial year (as applicable) (self declaration).
- n) Satisfactory Performance Certificate from at least 3 (three) users in India of the quoted model in support of the satisfactory operation.
- o) P/L & Balance sheet for last three financial years as applicable duly certified by Chartered Accountant.
- p) CE ("Conformité Européene") & US FDA approval Certificate of the offered model, as applicable. CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits.
- q) Duly filled check list as per Section XV.
- r) Compliance Statement of the Technical Specifications (Section - XI).
- s) One set of Brochure of the offered product / model.
- t) Self Certificate quoting the number of Service centers & Service personnel of the Company maintaining Pulse Generator within the country.
- u) The Tenderers should have annual sales turnover of minimum Rs. 2 Crore on an average of last three financial years as per the audited accounts of the organization.

7.2 PRICE BID

Duly filled Bid Form and price schedule as per Section XII and XIII respectively.

8. Bid Form

- 8.1 The Bidder shall fill up the Bid Form and the appropriate Price Schedule furnish in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Bid Prices

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices and total Bid prices of the goods it proposes to supply under the Contract.
- 9.2 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 and other taxes already paid or payable:

- (a) on components and raw material use 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) Any purchaser-country sales and other taxes which will be payable on the goods if this contract is awarded;
 - (iii) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
 - (iv) The cost of incidental services listed in the Special Conditions of Contract.

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

9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 (i)

9.4 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees.

11. Documents establishing bidder's eligibility and qualifications

11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfactions.

(a) that the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section – VIII and XI. To this end, all bids submitted shall include the following information:

(i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;

(ii) Details of experience and past performance of the bidder on items offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments as per Section VII

12 .Documents establishing goods conformity to bidding documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- 12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers, if any, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. Period of Validity of Bids

- 13.1 Financial Bid shall be valid for a period ``
- 13.2 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.

14. Format and Signing of Bid

- 14.1 The bidder shall prepare two copies of the bid clearly marking each "Original Bid" and "Copy Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be indicated by written power-of-attorney duly notarized accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 14.3 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

15 Sealing and Marking of bids

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

- 15.1 The bidders shall seal Technical bid and Price bid in separate inner envelopes, duly marking the envelopes as "TECHNICAL BID" and "PRICE BID". The Bidders shall then place both the inner envelopes 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.
- 15.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**ASSOCIATE VICE PRESIDENT (SD&CTD)i/c,
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- (a) The outer envelope shall bear the Invitation for bids (IFB) number, and a statement: **"DO NOT OPEN BEFORE" 15.00 Hrs. ON 24.10.2014"**
- (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".
- (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) Telex, cable or facsimile bids will be rejected

- (e) 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.
- (f) 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.

16. LATE BIDS

- 16.1 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.

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 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.
- 17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 17.3 No bid may be modified subsequent to the deadline for submission of bids.
- 17.4 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

18. Opening of Bids by Purchaser

- 18.1 The Purchaser will open all bids, in the presence of bidder's representatives who choose to attend, at 15.00 Hrs on 24.10.2014 at the following location:

**HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- 18.2 The bidder's representatives who are present shall sign a register evidencing their attendance. 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.
- 18.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 16.
- 18.4 The Purchaser will prepare minutes of the bid opening
- 18.5 The "Price Bid" (Cover B) will be opened after evaluation of "Technical bids" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.
- 18.6 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser will 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 bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The on-site evaluation may include the inspection of the specimen sample of the goods. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

19. CLARIFICATION OF BIDS

- 19.1 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.

20 PRELIMINARY EXAMINATIONS

- 20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.2 Arithmetical errors 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.
- 20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 20.4 Prior to the detailed evaluation, pursuant to Clause ITB 21, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

21. EVALUATION AND COMPARISON OF BIDS

- 21.1 **Total Price of Equipment:** includes value of goods, accessories & ancillaries and taxes, duties, freight charges, insurance, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable.

Comprehensive Maintenance Contract (CMC) charges: Includes CMC charges of (i) the equipment (including all accessories and ancillaries as given in the specification of the particular equipment). The rates to be quoted year wise. The annual CMC charges shall be paid half-yearly in two equal installments on satisfactory completion.

Comparison of Financial Bids would be based on the sum of 'Total price of Equipment & CMC' taken together. The rates quoted shall be firm and no variation will be allowed

during the period of contract.

22. CONTACTING THE PURCHASER

- 22.1 No bidder shall contact the Purchaser on any matter relating to its 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 purchaser it should do so in writing.
- 22.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

F. AWARD OF CONTRACT

23. POST QUALIFICATION

- 23.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 and is qualified to perform the contract satisfactorily
- 23.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the Purchaser deems necessary and appropriate.
- 23.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

24. AWARD CRITERIA

- 24.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

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

- 25.1 The Purchaser reserves the right at the time of award of contract 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
- 25.2 The quantity mentioned herein are approximate projection 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

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.

27. NOTIFICATION OF AWARD

- 27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.
- 27.2 The notification of award will constitute the formation of the contract

28 SIGNING OF SUPPLY AGREEMENT

- 28.1 The successful bidder has to sign a supply agreement is Kerala stamp paper worth Rs 100, the draft of which will be sent to the lowest responsive bidder, with a letter informing acceptance of bid. Within 20 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the supply agreement and return it to the Purchaser.

29. DELAYS IN DELIVERY OF GOODS

- 29.1 Delivery of the Goods shall be made by the Supplier within 30 days from the date of placing the Purchase Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods , the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.
- 29.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.
- 29.3 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage 0.5% per week of the invoice value (maximum 5% of invoice value) specified in the purchase order.

30 PAYMENT TERMS

- 30.1 80 % of the Gross Price of the Equipment shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC). Remaining 20% of the Gross Price of the Equipment shall be paid after successful installation, commissioning and initial end user training by the authorised service team of the supplier and furnishing of Satisfactory Installation Certificate (SIC). The SIC shall be signed by the facility / end user or issued after joint certification by authorised official(s) from the facility/ end user.
- 30.2 Test Reports (wherever applicable) are to be forwarded along with the original invoices.

31 Payment for Annual Comprehensive Maintenance Contract Charges.

- 31.1 Includes CMC charges of the equipment (including all accessories and ancillaries as given in the specification of the particular equipment). The rates to be quoted year wise. The annual CMC charges shall be paid half-yearly in two equal installments on completion of two maintenance visit per year and subsequent submission of satisfactory reports.

SECTION III

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply, installation and testing by the supplier at the required location mentioned in purchase order and accepted by the Purchaser.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of

the supplier's performance under the Contract if so required by the Purchaser.

5. PATENT RIGHTS

5.1 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 in India.

6. INSPECTION AND TESTS

6.1 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 Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

6.2 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. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

6.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

6.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods despatched.

6.5 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the suppliers of any of its warranties or the performance of any obligations under the Contract.

7. PACKING

7.1 The Goods for delivery should be packed with the best materials of highest standard that are adequate to safeguard the Goods while in transit. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contractor, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by purchaser. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage.

7.2 In case the goods are high radiation material itself or any component of the same emits radiation the same should be packaged to prevent or insulate such radiation so that no health hazard is caused to the user.

8 DELIVERY AND DOCUMENTS

8.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchase Order by the Purchaser. The details of despatching and/or other documents to be furnished by the supplier are specified in the Purchase order, if any.

9. INSURANCE

9.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the

manner specified in the Special Conditions of Contract.

10. INCIDENTAL SERVICES

10.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each product
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) 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.

11 SPARE PARTS

11.1 DELETED

12. WARRANTY

12.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination

12.2 This warranty shall remain valid for minimum Five years, as applicable, after the Goods or any portion thereof as the case may be, have been delivered to and accepted/ installed & commissioned at the final destination indicated in the Contract

12.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

12.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.

12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.

13. PAYMENT

13.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Invitation to Bidder Clause 30 and 31.

13.2 Payment shall be made in Indian Rupees

14. PRICES

14.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices

adjustments authorized in the special Conditions of Contract or in the Purchaser's request for bid validity extensions, as the case may be.

15. CHANGE ORDERS

15.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing
- (c) the place of delivery; or
- (d) the services to be provided by the Supplier.

15.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

16. CONTRACT AMENDMENTS

16.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

17. ASSIGNMENT

17.1 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.

18. SUBCONTRACTS

18.1 The supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

19. LIQUIDATED DAMAGES

19.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered 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 specified in the SCC if any. Once the maximum is reached, the Purchaser may consider termination of the Contract.

20. TERMINATION BY DEFAULT

20.1 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;

- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
- (b) if the Supplier fails to perform any other obligation(s) under the contract.

20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services

similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

21. FORCE MAJEURE

21.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and 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.

21.2 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.

22. TERMINATION FOR INSOLVENCY

22.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

23. RESOLUTION OF DISPUTES

23.1 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.

23.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

23.3 The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram

24. GOVERNING LANGUAGE

24.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

25. APPLICABLE LAW

25.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

26. NOTICES

26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party’s address specified in Special Conditions of Contract.

26.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

27. TAXES AND DUTIES

27.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the Notification of Award

28 PERFORMANCE SECURITY

28.1 Within 14 days of receipt of the AOC from HLL, the successful Tenderer, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by HLL. For an amount of 10% of the Contract Price (bid value) in full or in parts, valid up to 60 days after the date of completion of all contractual obligations, till the last date of warranty obligations

28.2 Banks issuing Performance Securities must be a nationalized bank.

28.3 Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier as per as Section XIV.

28.4 In the event of any amendment issued to the Contract, the Supplier shall, within 14 (fourteen) 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.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. DEFINITIONS (GCC Clause 1)

(a) The Purchaser is HLL Lifecare Limited, Thiruvananthapuram.

2. INSPECTION AND TESTS (GCC Clause 6)

2.1 The following inspection procedures and tests are required by the Purchaser; The supplier shall get each equipment inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.

2.2 The Purchaser or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

2.3 If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the Purchaser.

3. INSURANCE (GCC Clause 9)

3.1 For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

4. INCIDENTAL SERVICE (GCC Clause 10)

4.1 The following services covered under GCC Clause 10 shall be furnished and the cost shall be included in the contract price:

(a) Unloading, safe storage and handling of consignment of site.

(b) On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment.

(c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

5. SPARE PARTS (GCC Clause 11)

DELETED

6. WARRANTY (GCC Clause 12)

Substitute GCC Clause 12.2 by the following:-

6.1 This warranty shall remain valid for minimum Five years after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

6.2 Working condition for a minimum period of 354 days out of a period of 365 days. (i.e. 97% uptime).

6.3 Replacement should be done on same day (if possible) or on next day before 12:00 PM, if call is

logged within 12:01 PM to 11:59 PM.

Replacement should be done even on Saturday, Sunday and Holidays.

6.4 In case of failure of the above services, the supplier will be liable to pay penalty @ Rs. 1000/- per 24 hours for each machine.

7. PAYMENT (GCC Clause 13)

7.1 Payment for Goods and Services shall be made in Indian Rupees as follows:

- i) No advance payment is payable.
- ii) 80 % of the Gross Price of the Equipment shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC). Remaining 20% of the Gross Price of the Equipment shall be paid after successful installation, commissioning and initial end user training by the authorised service team of the supplier and furnishing of Satisfactory Installation Certificate (SIC). The SIC shall be signed by the facility / end user or issued after joint certification by authorised official(s) from the facility/ end user.
- iii) Payment for Annual Comprehensive Maintenance Contract Charges:

The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee

8. PRICES (GCC Clause 14)

Substitute Clause 14.1 of the GCC with the following:

8.1 Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

9. SUB CONTRACT (GCC Clause 18)

Add at the end of sub-clause 18.1 the following:

9.1 Sub-contract shall be only for bought-out items and sub-assemblies.

10. LIQUIDATED DAMAGES (GCC Clause 19)

For delays:

Substitute GCC Clause 19.1 by the following:

10.1 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

11. RESOLUTION OF DISPUTES (GCC Clause 23)

Add as GCC Clauses 23.3 and 23.4 the following:

11.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 23 shall be as follows:

- (a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall

consist of 3 Arbitrator, one each to be nominated by the Purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus with in a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).

11.2 The venue of arbitration shall be the place from where the Contract is issued (ie.) Thiruvananthapuram.

12. COMPREHENSIVE MAINTENANCE CONTRACT (CMC):

12.1 Any major repair pointed out by the Purchaser shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.

12.2 The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 1 year.

12.3 The Supplier shall also indicate separately post guarantee maintenance cost of the entire system for 3 years subsequent to free maintenance period and shall clearly indicate year wise maintenance cost with probable cost of spares required for each year, in addition to comprehensive maintenance charges.

13. ENCLOSURES TO BID:

13.1

- a) The EMD Rs.50000/- (Rupees Fifty thousand only) shall be in the form of DD / Bank Gaurantee, in original from any nationalized bank as per Section - VI favour of HLL Lifecare Limited, payable a Thiruvananthapuram. Any bid not accompanied by a substantially responsive EMD in accordance with instruction to bidders shall be rejected by HLL as Non responsive. The EMD of unsuccessful tenders shall be returned as promptly as possible upon the successful tender's furnishing of the performance security pursuant to ITB.
- b) 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 in the technical specifications wherever necessary as per the instructions given.
- c) Power of attorney for signatory of bid in Rs 100/- stamp paper duly notarized.
- d) PAN Card.
- e) VAT Registration Certificate.
- f) Performance Statement Form (For the period of last three years/ financial year) - Section VII.
- g) Income Tax return and Acknowledgement Receipt for assessment year 2013-14.
- h) VAT return and Acknowledgement Receipt for assessment year 2013-14.
- i) Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, Acceptance of Terms and Conditions of IFB and its Amendments and Addendums thereto. (As per Section - VIII).
- j) Note: Technical evaluation of the bid will be taken up only after scrutiny of Section - VIII (IFB Acceptance Form) duly notarized.

- k) Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Section IX.
- l) Manufacturer's Authorization (If applicable) as per Section - X.
- m) List of installations & commissioning of offered model for last calendar year/ financial year (as applicable) (self declaration).
- n) Satisfactory Performance Certificate from at least 3 (three) users in India of the quoted model in support of the satisfactory operation.
- o) P/L & Balance sheet for last three financial years as applicable duly certified by Chartered Accountant.
- p) CE ("Conformité Européene") & US FDA approval Certificate of the offered model, as applicable. CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits.
- q) Duly filled check list as per Section XV.
- r) Compliance Statement of the Technical Specifications (Section - XI).
- s) One set of Brochure of the offered product / model.
- t) Self Certificate quoting the number of Service centers & Service personnel of the Company maintaining Pulse Generator within the country.
- u) The Tenderers should have annual sales turnover of minimum Rs. 2 Crore on an average of last three financial years as per the audited accounts of the organization.

13.2 Price Bid (Cover B):

Price bid shall include

- a) Duly filled in Price Schedule - Section XIII
- b) Bid Form – Section XII

The comprehensive annual maintenance charges for a period of 5 years subsequent to free guarantee maintenance period of 1 year along with probable cost of spare parts, as per Section XI.

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

SECTION V

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

- 1. Mode of Operation** : Demand or Asynchronous
- 2. Voltage output** : 0.3 -12 V or wider with Accuracy \pm 10% or 0.05V
- 3. Pulse rate** : 30 -180 or more ppm with Accuracy \pm 10%
- 4. Overdrive Pacing** : 60-540 ppm or wider with Accuracy \pm 10%
- 5. Pulse duration** : 0.75-1.5 ms with Accuracy \pm 10%
- 6. Interference rate (asynchronous)** : Selected rate
- 7. Inhibit sensitivity** : 1 to 16 mV or more
- 8. Refractory period (fixed)** : 250 ms with Accuracy \pm 10%
- 9. Dimensions (in millimetres)** : 178 x137 x 112 or smaller in Volume
- 10. Weight [with batterie(s)]** : < 200 gm

11. Controls

All controls are to be located on the face and are to be protected by a transparent cover.

12. Sensitivity

This control adjusts the R-wave sensing level. It is continuously variable from 1 to 16 mV or more. There should also be an ASYNCH position at the full counter- clockwise detent. Selection of the ASYNCH position will incapacitate sensing.

13. Output

This control adjusts the amplitude of the pacing pulse over the calibrated range of 0.3 to 12 volts.

14. Rate

This control adjusts the frequency at which pacing pulses are generated over the continuously variable range of 30 to 180 ppm. There should also be separate rapid stimulation controls for high rate atrial pacing only.

15. Rapid stimulation

An independent set of controls is provided for implementation of this function.

16. Environmental Factors

- The Unit shall be capable of being stored continuously in ambient temperature of 10 – 30°C or wider & relative humidity of 15 – 30% or more
- Shall be capable of operating continuously in ambient temperature of 10 – 40°C & relative humidity of 15 – 90%

17. Power Back-up

- Power back-up to be by 9 volt

18. Standards, Safety & Training

- Should be USA FDA and CE approved product
- Adequate Alarm System
- Alarm for low battery

19. Indication if disconnected

20. Should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/ maintenance manual

21. Comprehensive warranty for 5 years and provision of CMC for next 5 years

22. User manual in English

23. Service manual in English

24. List of important accessories (including Velcro Strap, Cable Adapter & patient Cable- 5 ft approx.) with their part number and costing

25. Certificate of calibration and inspection from factory

26. List of equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual

27. Must submit user list and performance report within last 5 years from major hospitals.

STANDARD REQUIREMENTS

The following requirements with regard to inspection, quality, packing, warranty, maintenance and related services shall commonly apply to all the goods in all the Schedules:

i. The equipment should have a sticker on it with the following information:

Procured by:

- (a) Serial Number:
- (b) PMS Done:
- (c) PMS Due:
- (d) Toll Free No.:
- (e) Mobile No.:
- (f) Email:
- (g) Facility Asset No.:
- (h) Warranty upto:
- (i) CMC Starts on:
- (j) CMC Valid upto:
- (k) Approved CMC Rate per annum:
- (l) Service Engineer Contact detail:

SECTION VI

Bid Security (Bank Guarantee) Form

[Insert: No Bid Security is requested or The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of HLL]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation to Bid No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the bid conditions, because the Tenderer:

- (a) has withdrawn its Bid during the period of bid validity specified by the Tenderer in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by HLL during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

SECTION VII

PROFORMA FOR PERFORMANCE STATEMENT

Proforma for Performance Statement (for a period of last 3 years)

Bid No:

Name of the firm:

Order placed by (Full Address of Purchaser)	Order No. and Date	Description Of ordered item	Quantity of ordered item	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser / Consignee)

Signature and Seal of the Bidder.....

.....

SECTION VIII

IFB Acceptance Form

Certified that all the terms and conditions of the IFB (mention IFB no.) and its Amendments and Addendum thereto are read and accepted without any modification or condition(s).

Authorized Signatory
Company Seal

Note: Technical evaluation of the bid will be taken up only after scrutiny of Section VIII (IFB Acceptance Form) duly notarized.

SECTION IX

No adverse report, non conviction and successful commissioning of equipment

This is to certify that

- a) There is no adverse report against the equipment offered by.....
(Insert Tenderer's name)
- b) [Name of the company] have never been convicted in any State and Govt. of India
- c) [Name of the company] have successfully commissioned number of the offered equipment globally in last 3 calendar years.

Authorised Signatory of Tenderer_____

Name_____

Designation with stamp_____

Date_____

SECTION X

Manufacturer's Authorization Form

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions in the bid document. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacture. Such certificate is not required where Manufacturer is the Tenderer.]

Date:
IFB No.:

To:
AVP (CTD & SD) i/c

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Tenderer]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions for Goods, with respect to the Goods offered by the above firm.

Authorised Signatory of the Manufacturer:

Name_____

Designation with stamp_____

Date_____

SECTION XI Technical Specification Form

(Comparative Data Table)

Tenderers must complete the right column of the below table and the compliance confirmation statement, Schedule of Requirements; Technical Specifications.

Schedule No. __:

<i>HLL's minimum Technical Requirements</i>	<i>Please fill-in</i>

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

YES NO

ANY DEVIATIONS MUST BE LISTED BELOW:

SECTION XII

BID FORM

Date :

HLL/MKTG/SD/2014-15/06 DT. 14-10-2014

To:

**ASSOCIATE VICE PRESIDENT (SD&CTD) i/c,
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

Dear Sir

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said Bidding Documents for the sum of..... (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We agree to abide by price per unit mentioned in price schedule, for the bid validity period specified in the bid document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the eligibility requirements as per ITB Clause 1 of the bidding documents.

Dated this day of 20

(signature)
(in the capacity of) _____

Duly authorized to sign Bid for and on behalf of _____

SECTION XIII

PRICE SCHEDULE

Sl. No.	Item Description	Ex-factory price (Basic Unit Price exclusive of all levies & charges)	Excise Duty		Sales Tax		Freight & Insurance		Installation commissioning and end user training	Unit Price inclusive of all levies & charges (Column. No. c+e+g+i+j) in Rs
			%	Amt.	%	Amt.	%	Amt.		
a	b	c	d	e	f	g	h	i	j	k
1	PULSE GENERATOR									

Seal and Signature of the bidder

CMC Price Schedule

Item Description		
Brand/Model		
Manufacturer		
Year 1 Price	Spares	
	Others	
	Total	
Year 2 Price	Spares	
	Others	
	Total	
Year 3 Price	Spares	
	Others	
	Total	
Year 4 Price	Spares	
	Others	
	Total	
Year 5 Price	Spares	
	Others	
	Total	
Grand Total Price		

Seal and Signature of the bidder

Prices for Consumables

Pulse Generator			
Sl. No	Items	Part Number	All inclusive cost of 1(one) number in INR
1			
2			
3			
4			

NOTE: The Tenderers should furnish the price of all the Consumables of the offered model in a separate sheet. If any Tenderer does not submit the price of any of the consumables, it will be presumed that the Consumable shall be supplied FREE OF COST by the Tenderer during Warranty & CMC period.

Prices for Spares

Pulse Generator			
Sl. No	Items	Part Number	All inclusive cost of 1(one) number in INR
1			
2			
3			
4			

SECTION XIV Performance Security

[Insert: No Performance Security shall be requested or the bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

ITB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert legal name and address of HLL]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

- ¹ *The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency (ies) of the Contract or a freely convertible currency acceptable to HLL.*
- ² *Dates established in accordance with Clause 28 of the General Conditions of Contract ("GCG"). HLL should note that in the event of an extension of the time to perform the Contract, HLL would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee HLL might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to HLL's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

SECTION XV CHECKLIST

Sl. No.	Documents	Page No.	Remarks
1	EMD/ Bid Security in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Thiruvananthapuram Section - VI		
2	Copy of Receipt of payment against the purchase of tender document/ DD against the purchase of tender document (in case downloaded from website)		
2	PAN Card		
3	VAT Registration Certificate		
4	Performance Statement Form (For the period of last three years/ financial year) Section – VII		
4	Income Tax return and Acknowledgement Receipt for assessment year 2013-14		
5	VAT return and Acknowledgement Receipt for assessment year 2013-14.		
6	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, Acceptance of Terms and Conditions of IFB and its Amendments and Addendums thereto. (As per Section - VIII). Note: Technical evaluation of the bid will be taken up only after scrutiny of Section - VIII (IFB Acceptance Form) duly notarized.		
7	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Section - IX.		
8	Manufacturer's Authorization (If applicable) as per Section X		
9	List of installations & commissioning of offered model for last calendar year/ financial year (as applicable) (self declaration)		
10	Satisfactory Performance Certificate from at least 3 (three) users in India of the quoted model in support of the satisfactory operation.		
11	P/L & Balance sheet for last three financial years.		
12	Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialed by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."		
13	Model of the equipment offered for (Self Declaration)		
14	Comparative Data Table of the Technical Specifications (Section XI)		
15	One set of Brochure of the offered product / model.		
16	CE ("Conformité Européene") Certificate of the offered model, as applicable CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits US FDA approval Certificate of the offered model, as applicable.		
17	Self Certificate quoting the number of Service personnel of the Company maintaining Pulse Generator within the country in company pay roll		
18	Power of attorney for signatory of bid in Rs 100/- stamp paper duly notarized.		