

## NOTICE INVITING TENDER

### ***E-TENDER FOR THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING AND ONSITE SUPPORT FOR MEDICAL EQUIPMENTS TO SWAZILAND***

**E-Tender No. HLL/SD/RBD/2018-19/04 DT 10.07.2018**



**HLL Lifecare Limited**  
(A Govt. of India Enterprise)  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram -695012**  
**Kerala, India**  
**Tel: +91 471 2354949, 2350959**  
**Website – [www.lifecarehll.com](http://www.lifecarehll.com)**

**HLL LIFECARE LIMITED**  
**(A Govt. of India Enterprise)**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram - 695012, Kerala, India**  
**Tel: +91 471 2354949, 2350959, 2350961, 2356352.**  
**Website – www.lifecarehll.com**

***E-TENDER FOR THE SUPPLY, INSTALLATION, TESTING &  
COMMISSIONING AND ONSITE SUPPORT OF MEDICAL EQUIPMENTS  
TO SWAZILAND***

E-Tender No. : HLL/SD/RBD/2018-19/04 DT 10.07.2018

DATE OF COMMENCEMENT  
OF ONLINE BIDDING : 10.07.2018

LAST DATE FOR SUBMISSION OF EMD  
IN PHYSICAL FORM : 31.07.2018, 03:00pm

LAST DATE AND TIME FOR  
ONLINE SUBMISSION OF BIDS : 01.08.2018, 03:00pm

TIME AND DATE OF OPENING  
OF TECHNICAL BIDS : 01.08.2018, 04:00pm

PLACE OF SUBMISSION OF  
EMD AND OPENING OF BIDS : HLL Lifecare Limited  
Corporate & Registered Office  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012  
Kerala, India

ADDRESS FOR COMMUNICATION : HLL Lifecare Limited  
Corporate & Registered Office  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012  
Kerala, India  
Email – [sdrbdsouth@lifecarehll.com](mailto:sdrbdsouth@lifecarehll.com)  
Ph: 0471 2354949

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## SECTION I

### INSTRUCTIONS FOR ONLINE BID

1. This is an E-Tender and interested bidders have to participate in the E-Tender through the E-Tender portal of HLL (<https://etender.lifecarehll.com/irj/portal>)
2. The prospective bidders interested to participate in the bid need to get registered with HLL and obtain a valid User ID and password if participating for HLL E-Tender first time. For this after accessing the E-Tender portal through the above link, click on **REGISTER HERE** and follow the instructions.
3. . There is no registration fee. The instruction for registering in the portal along with video tutorial is available in the **Bidder Help Documents** provided in the E-Tender portal login screen.
4. Bidders should have a **valid Class 3 Digital Signature Certificate with signing and encryption keys**.
5. On completion of the registration process, the bidders will be provided user ID and password within 72hours (excepting non-working days). In order to submit the bids electronically, bidders are required to have a **valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates)**.
6. Bidders can access the portal for viewing/ downloading the E-Tender enquiry document & uploading E-Tender(s) after the receipt of User ID & Password.
7. Bidders who are interested to participate in a particular Bid (RFX) need to **REGISTER** for the bid. The instruction for registering for the Bid along with video tutorial is available in the **Bidder Help Documents** provided in the E-Tender portal
8. Bidders are requested to go through the *Bidder Help Documents* on E-Tender portal before proceeding for bidding.
9. **The E-Tenderers shall submit EMD of Rs.5,00,000 in physical form at the scheduled time and venue.**
10. E-Tenderer may download the E-Tender enquiry documents from the web site [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal>.
11. The submission of E-Tender online can only be done through <https://etender.lifecarehll.com/irj/portal>.
12. All prospective E-Tenderers who have registered for the E-Tender may attend the Pre-Bid meeting.
13. E-Tenderers shall ensure that their E-Tenders, complete in all respects, are submitted online through HLL's e-portal only (as described above).

## SUBMISSION OF E-TENDERS

(i) All the necessary documents as prescribed in the Notice Inviting E-Tender shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.

(ii) Except EMD, all document(s)/ information(s) including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL**) should be uploaded **online only** in the prescribed format given in the portal. No other mode of submission shall be acceptable.

iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible) without affecting the clarity. This would reduce the size of the Cover and would be uploaded faster.

iv) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.

v) The file name of price bid should match the file of the price bid format uploaded by the purchaser in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the event is in **Display Mode**.

### Assistance to Bidders

- Any queries relating to the E-Tender document and the terms and conditions contained therein should be addressed to the E-Tender Inviting Authority for a E-Tender or the relevant contact person indicated in the E-Tender.
- All queries related to the E-Tender process and the technical specification may be directed to Mr. Aswin A.S, Deputy Manager (SD) Ph: 0471 2354949 (extn: 310) / Mr. Renji Samuel, Deputy Manager (SD) Ph; 0471 2354949 (extn 326) or Email: sdrbdsouth@lifecarehll.com.

END OF SECTION I

## SECTION II

### INVITATION FOR BIDS (IFB)

HLL LIFECARE LIMITED (HLL), a 'Mini Ratna' Public Sector Enterprise under the Ministry of Health & Family Welfare, Govt. of India, on behalf of Ministry of External Affairs (MEA) invites Online Bids (E-Tender) on two bid system for The Supply, Installation, Testing & Commissioning and Onsite Support Of Medical Equipments as mentioned in Schedule A for project at Swaziland. **Please note that physical bids shall not be accepted.**

#### Schedule A (Swaziland)

Sr. No.	Description	Quantity in Tablets / Bottles / Tubes / Pieces
01	Medicine fridge	27
02	Doppler machines	11
03	Foetal Monitor	2
04	Air Blenders	2
05	PIMA Machine	1
06	Delivery Bed	2

#### 1. Contact Information

**Senior Manager (SD-RBD)**  
**HLL Lifecare Ltd.**  
(A Govt. of India Enterprise)  
Corporate & Registered Office  
HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012,  
Kerala, India  
Tel: +91 471 2354949 (extn: 242)  
Email –sdrbdsouth@lifecarehll.com  
Website – www.lifecarehll.com

#### 2. Critical Date Sheet

E-Tender documents may be downloaded from [www.lifecarehll.com](http://www.lifecarehll.com) or <https://etender.lifecarehll.com/irj/portal> or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) as per the critical date sheet below:

<b>Published Date</b>	<b>10.07.2018</b>
<b>Commencement of Bid Document</b>	<b>10.07.2018, 04:00 pm</b>
<b>Bid Submission Start Date</b>	<b>10.07.2018, 05:00pm</b>
<b>Last date for receipt of pre-bid queries</b>	<b>13.07.2018, 04:00pm</b>

<b>Pre Bid Meeting date, time</b>	<b>20.07.2018, 03:00pm</b>
<b>Closing date &amp; time for submission of EMD in physical form*</b>	<b>31.07.2018, 03:00pm</b>
<b>Closing date &amp; time for submission of online bids</b>	<b>01.08.2018, 03:00pm</b>
<b>Technical Bids Opening Date</b>	<b>01.08.2018, 04:00pm</b>
<b>Place of opening of Technical bids</b>	<b>Corporate &amp; Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram - 695012</b>
<b>Address for submission of E-Tender EMD in Physical form</b>	<b>Senior Manager (SD-RBD) Corporate &amp; Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram - 695012</b>

\*Bidders have to submit Original Bank Instruments for EMD within the above mentioned date and time

### 3. PREPARATION FOR E-TENDER BY BIDDERS

#### Documents comprising the E-Tender:

The E-Tender shall only be submitted online as mentioned below:

(i) Technical Bid - Consisting of duly filled Check List, Annexure VII, Equipment Specification Complainece Sheet, Annexure VIII provided with the E-Tender enquiry along with the supporting documents as mentioned in the E-Tender document has to be attached in the **C-folder** of E-Tendering module. Bidders have to ensure that the documents uploaded are legible. **No price related information shall be furnished along with the technical bid failure to comply to this will lead to rejection of the bid.**

(ii) Price Bid has to be submitted in the prescribed excel format provided with the E-Tender (path) enquiry as mentioned in the Annexure IX

(iii) **The Earnest Money Deposit (EMD) of Rs.5,00,000.00 (Rupees Five Lakhs Only)** drawn in favor of HLL Lifecare Ltd, payable at Trivandrum is to submitted in physical form as per **Section – III, Clause 6** in Instruction to Bidders of this E-Tender enquiry. Bidders are requested to submit the EMD in physical form on or before the due date as mentioned in the Critical Date Sheet so as to enable purchaser to acknowledge the EMD fee in the system. Only after acknowledging the EMD in the system by the purchaser, technical bids will be enabled for opening.

(iv) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of E-Tender portal login screen for uploading the Techno-Commercial Bid.

### 4. Submission of Bids - Two Bid System through ONLINE

Part 1: "Technical Bid" shall be uploaded in the form of following documents in **C Folder**

1. Copy of Earnest Money Deposit in the form of Demand Draft/ Bank Guarantee towards Earnest Money Deposit as per table mentioned below; from any Nationalized/ Scheduled Bank, in favor of 'HLL Lifecare Ltd, payable at Thiruvananthapuram as mentioned at Para 6 (Section III). The original instrument in respect of Earnest Money Deposit must be submitted to HLL Lifecare Ltd on the address mentioned above on or before the prescribed date/ time as mentioned in critical date sheet. In case of non-submission of original payment instrument for EMD, the bid shall be

summarily rejected.

2. Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment towards Earnest Money Deposit & security Deposits as per rules (upto their monetary limit). Valid document for the same shall be submitted to HLL Lifecare Ltd on the address mentioned above on or before the prescribed date/ time as mentioned in critical date sheet. In case of non-submission of relevant document for exempting EMD and security deposit, the bid shall be summarily rejected.
3. Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the Firm/ Bidder whose signature should be verified and certificate of authority should be scanned and submitted as per format given at **Annexure I**. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ Bidder should be scanned and annexed to the bid.
4. Copy of Supply Orders/ Contracts/ Agreements for similar work, successfully executed by the bidders (and its consortium partners, if any) in last five years ending March 31, 2018.
5. Bidder needs to submit an undertaking as **Annexure X** and declare its consortium partners, if any, while bidding and after that bidder is not allowed to change their consortium partners.
6. Bidder and consortium partner need to submit an undertaking (attached as **Annexure XI**) that its consortium partners in this E-Tender will not be participating as a bidder separately. If found so, bidder and its consortium partner's bid will be disqualified
7. Bidder is also responsible to furnish following relevant documents of consortium partners :
  - GST registration certificate
  - CA audited balance sheet for last three years
  - Work Orders / Letter of Award / Completion certificate of executed projects pertaining to required work experience
  - Certificate of incorporation of consortium partner, confirming consortium partner(s)'s existence for more than 3 years
  - Copy of PAN/ Registration certificate, as applicable shall be uploaded.
  - Copy of a certificate by the auditor/ CA/ CS indicating the turnover of the firm shall be uploaded
  - Copy of Non Conviction certificate issued by a competent authority / Notarized self attested certificate to be uploaded along with technical bid
8. The bidder should have total average turnover of Rs.10.00 Crores in last 3 (three) financial years ending 31st March 2018 (if audited) else year ending 31st March 2017.
9. Copy of the GST registration Certificate and PAN card of the bidder shall be uploaded.
10. Copy of documents related with Firm Registration/ Partnership Deed/ Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation whichever is applicable shall be uploaded.
11. Bidder also need to submit an undertaking for bidder being solely and completely responsible for the work awarded to him in accordance of this E-Tender - **Annexure IV**
12. Bid Form as per format given at **Annexure II** must be uploaded by the bidder along with Technical Bid.
13. Technical Compliance Document as per **Annexure VIII** along with detailed technical specification, make, model and cross reference compliance with the data sheets should be uploaded in the technical bid, failing will lead to the rejection of the bid.
14. Declaration as per the format given at **Annexure III** must be uploaded by the bidder along



with Technical Bid for undertaking that the Machines that shall be supplied for Swaziland will not be refurbished / duplicate or acquired illegally in India / Third Country.

15. The installation and warranty services are required for the quoted equipments in Swaziland as listed in schedule A. The bidder should upload the signed and scanned copy of the detail plan for providing warranty services at sites. The bidders should have its own Branch Office/ Service Centre in Swaziland for the quoted equipments as listed in schedule A or should have arrangement to provide services through local dealer/ service provider or need to provide some mechanism to provide the warranty services. In all these cases, a signed and scanned undertaking to this effect should be uploaded along with the technical bid as per format given at **Annexure IV**. The details viz. name, address, contact person, telephone / fax, email etc. should be provided along with an undertaking from this local dealer/ service provider within 60 (sixty) days of the receipt of Supply Order from HLL Lifecare Ltd or in case of some other mechanism need to submit self- attested document on Bidder letter head by describing mechanism to provide warranty services.

16. Signed and scanned copy of the Checklist as per format given at **Annexure VII** must be uploaded along with Technical Bid.

17. Signed and scanned copy of other related documents, mentioned in the E-Tender document but not listed here.

18. Copy of Non Conviction certificate issued by a competent authority / Notarized self attested certificate to be uploaded along with technical bid

Part 2: "Commercial Bid" shall be uploaded in the form of following documents:

**Price Bid:**

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the E-Tender (Annexure IX) enquiry in the E-Tender portal. The price should be quoted for the accounting unit indicated in the E-Tender document **against each equipment and the L1 will be finalized equipment wise.**

**Note:**

**(i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper the contents of the sheets.**

**(ii) It is the responsibility of bidder to go through the E-Tender document to ensure furnishing of all required documents.**

**(iii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of E-Tender portal login screen for uploading the E-Tender.**

**(iv) While downloading and Uploading the Price bid excel sheet, bidders are not authorized to change the file name.**

**5. Pre-Bid Meeting**

Pre bid meeting for queries and clarifications on the E-Tender document will be held as per schedule mentioned in critical date sheet at:

**HLL Infra Tech Services Ltd.  
B-14 A, Sector 62,**

**Noida-201 307**  
**Ph: +91-120-4071500**

Maximum 2 (Two) participants per bidder will be allowed to participate in the Pre-bid Meeting. The participants must carry a valid authorization letter from the bidder to attend the meeting.

#### **6. Opening and Evaluation of Technical bids:**

Last date for submission of bids will be as per schedule mentioned in critical date sheet above. Online Technical bids will be opened as per schedule mentioned in critical date sheet above at:

HLL Lifecare Limited,  
Corporate & Registered Office,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012, Kerala,  
India Tel: +0471 2354949, 2350959, 2350961, 2356352

The bids should be submitted online only at HLL E-Tender Portal. The bidders' authorized representative (maximum two per bidder) may choose to attend the bid opening/s, if desired so. Bids will be opened online as per date/time as mentioned in the E-Tender Critical Date Sheet. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the online technical bid opening

The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of short listed bidders shall be considered for further processing i.e. technical evaluation.

For each equipment, evaluation would be done separately and will be done accordingly for all bidders who have applied for one or more equipments.

Bidders whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this E-Tender will be informed about the date and time of the opening of the commercial bid.

#### **7. Opening of Commercial Bids**

The online commercial bids of the bidders who are short listed after Technical Evaluation only will be opened in the presence of the bidders or their authorized representative (maximum two per bidder), who choose to attend, at the time place and date to be informed later.

The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the online commercial bid opening

The bidder's name, bid prices and such other details considered as appropriate by HLL Lifecare Ltd will be announced at the time of the opening of the bids.

Lowest bidder of each equipment listed in Schedule A would be finalized independently from all technically qualified bidders, subject to approval of MEA.

**Note: Technically accepted online competitive bids ONLY will be considered for the opening of online Commercial Bids.**

END OF SECTION II

## SECTION III

### INSTRUCTIONS TO BIDDERS (ITB)

#### 1. Scope of Work / Project Timelines

The bidder is required to Supply, Install, Test & Commission and has to provide on-site support of equipment/s awarded to the bidder in Swaziland. The delivery and installation at site must be completed within 150 days from the date of placement of supply order by HLL Lifecare Ltd. The shipment from India/ third country is required to be done by sea/ air/ road. The delivery at site must be completed within 120 days including the custom clearance & local transportation to the site by the bidder. It is mandatory for the bidders who respond to this bid to meet these expectations as time is the essence of this contract and is tightly linked to HLL Lifecare Ltd plans of completing the project within the available time frame. Bidder is also requested to provide the comprehensive warranty for 1 year after commencement of the project. A detailed SLA will be signed between HLL and the response bidder highlighting all the terms and conditions.

#### **Responsibilities of the Implementing Agency (HLL Lifecare Ltd):**

- To identify supplier/suppliers to supply medical equipments and other required materials as specified in this E-Tender up to site of installation i.e: in Swaziland.
- To monitor the installation & commissioning of medical equipments at site by selected vendor.
- To facilitate selected vendor for warranty support services for the equipment for any manufacturing defect for a period of 12 months from the date of commissioning and 15 months from the date of shipment of the equipments to project site, whichever is earlier.

#### **Responsibilities of Recipient Country /Counterpart Organization:**

- To nominate a National Project Coordinator (Focal point) to closely co-ordinate and jointly work with team of experts of selected vendor and HLL.
- Appropriate selection mechanism and mobilization of citizens of Swaziland for training
- Making necessary arrangements required for training
- Working space including computer with Internet connection, printer, scanner, telephone, fax, photocopier, stationary (paper, CD, etc.) and other necessary items.
- To facilitate for short / long term visa / work permit exemption certificate for the experts.
- To provide power supply of three phase/single phase at 380/220 volts, 50 cycle/sec power. The site should be adequately furnished with work benches/office space and furniture viz. tables, chairs, etc.
- To assist in providing skilled, semi-skilled and unskilled workers for installation, commissioning and training. Host shall also provide interpreter at their cost, if required.
- To provide furniture & fixtures and office equipment for the centre.
- Physical space for center along with Infrastructure and logistics support such as Civil and electrical works, provision of data communication / telecom links.
- Administration and operating expenses of the center including maintenance and upgrading of the premises, furniture, basic equipment and consumables. Etc

#### **Responsibilities of Bidder**

- Supply, Installation, Commissioning, Testing & maintenance of equipment in Swaziland.
- The bidder shall be solely responsible right from shipping of the equipemnt from the bidders

warehouse upto the destination site and subsequent installation, testing and commissioning as per the terms and conditions of this tender. The bidder should quote accordingly in the price bid covering various cost aspects like packing of the equipment, inland transportation of the equipment to the port of loading, applicable insurance coverages, documentation requirements, demurrage etc

- Bidder is also responsible to provide necessary services during warranty period to maintain service level agreements as defined in warranty clause by providing necessary spares and visits of engineers.
- Bidders should also ensure that equipment quoted should be compatible with power requirements and should meet all equipments related safety and security standards/regulations as applicable in Swaziland.
- Any civil alterations, cabling, flooring, safety protective furnishings, signage, interiors not made available by host country; would be responsibility of the vendor, if required.
- Bidder has to position at least 2 trained staff for each set of equipments for a month, who will also be responsible to provide trainings to master trainer
- Necessary Comprehensive Insurance may be taken for the workmen involved in all the related activities with regard to supply, installation, testing, commissioning, training etc.
- Bidder needs to provide comprehensive 1 year warranty and has to arrange necessary spare parts along with delivery of equipment for proper maintenance (quantum of spare parts will be at discretion of bidder to ensure full compliance to the to Service Level requirements envisaged in the warranty clause.
- After successful installation and training, bidder has to provide necessary manuals (booklets, hand leaves, audio and visual clips) for the reference for the Government with complete right to share with any one.
- Installation, Commissioning and acceptance certificate from the competent authorities from the host country is to be obtained in a format acceptable to HLL, host country and Indian Mission at Swaziland and same is to be provided to HLL with complete right to share with anyone.

## **2. Locations for the Supply, Installation & Warranty Services**

The items as detailed in this document are required to be supplied and installed at Swaziland. The detail of consignee & firm address of the site(s) for supply, installation, Testing & commissioning and on-site warranty support will be communicated in the Supply Order.

## **3. Order Placements and Release of Payment**

The supply order and payment shall be released by:

HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012, Kerala,  
India Tel: +0471 2354949, 2350959, 2350961, 2356352

## **4. Eligible Bidders**

- a. The bidder and its consortium partner(s) (if any), should be incorporated in India and registered with Government under appropriate law or Act, and should be in the business of the similar activities.**
- b. Bidder & its consortium partner(if any) should provide supporting document for incorporation, turn over, balance sheet, successful completion of work order / purchase order / Letter of award, etc as detailed elsewhere in the E-Tender document.**

- c. **The equipments quoted shall be of Indian brand or Indian OEM (Original Equipment Manufacturer). The bidder shall quote other brands only if Indian brands are not available. The Supporting document shall be provided along with the technical document. Acceptance of the equipment other than Indian make is subject to the approval from MEA.**
- d. **Bidder must have an average annual turnover of INR 10 Crores in last three years (either 2014-2015; 2015-2016; 2016-2017 or 2015-2016; 2016-2017; 2017-2018 audited).**
- e. **Bidder must have experience of execution of similar projects in last 5 years of either 1 project of minimum INR 5 Crores or 2 projects of minimum INR 3 Crores each or 3 projects of minimum INR 2 Crores each or total cumulative executed projects in last 5 years (ending 31<sup>st</sup> March 2018) of minimum value INR 30 Crores; The similar work means Supply, Installation, Testing & Commissioning and Onsite support of Medical Equipments in any foreign country.**

In case, bidder doesn't have required turnover or other eligibility criteria, bidder can choose to form a consortium with a partner having experience in similar areas of business as listed in the requirements. The turnover and other criteria of the consortium partner can be counted towards ascertaining the eligibility criteria.

## **5. Amendment of E-Tender Document**

- At any time prior to the deadline for submission of bids, HLL Lifecare Ltd may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- HLL Lifecare Ltd at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.
- HLL Lifecare Limited reserves right to add or delete any of the equipments in Schedule A, changes in quantity of equipments and its subsequent clauses at any time prior to the bid submission deadline.
- Bidders should keep viewing HLL website ([www.lifecarehll.com](http://www.lifecarehll.com)) for any corrigendum/ change. If any bidder misses the information published on the website and their bid is rejected, no complaint would be entertained.

## **6. EARNEST MONEY DEPOSIT (EMD)**

6.1. The E-Tender documents must be accompanied by Earnest Money Deposit:

Copy of Earnest Money in the form of Demand Draft/ Bank Guarantee towards Earnest Money Deposit from any Nationalized/ Scheduled Bank, in favour of 'HLL Lifecare Ltd' payable at Thiruvananthapuram as mentioned at Para 6 (Section III). The original instrument in respect of Earnest Money Deposit must be submitted to HLL Lifecare Ltd on the address mentioned above on or before bid submission date/ time as mentioned in critical date sheet. In case of non- submission of original payment instrument for EMD, the bid shall be rejected.

Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/ cheque / FDR or any other form except DD or BG. No interest shall be payable on EMD.

6.2. The EMD will be returned to the bidder(s) whose offer is not accepted by HLL Lifecare Ltd within 30 days from the date of opening of commercial bids. In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Performance Bank Guarantee (Refer Clause 8 of Section IV). However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

6.3. The successful bidder, on award of contract/ order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited.

6.4. The EMD shall be forfeited:

- If the bidder withdraws the bid during the period of bid validity specified in the E-Tender.
- In case a successful bidder, fails to furnish the Performance Bank Guarantee (Clause 8 of Section IV) in lieu of performance warranty.
- If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.
- If the bidder fails to supply the material.

6.5 The Original EMD has to submitted on or before the stipulated time as mentioned in the critical date sheet of E-Tender document to the following address;

**Senior Manager (SD-RBD)**  
**HLL Lifecare Limited**  
**Corporate & Regd Office**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram - 695012**

## **7. PERIOD OF VALIDITY OF BIDS**

Bids shall be valid for minimum 180 days from the date of submission. Bid valid for a shorter period shall stand rejected.

HLL Lifecare Ltd may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

## **8. INTEGRITY PACT**

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s), as a pre bid obligation and should be submitted along with the technical bid. All the bidders are bound to comply the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason. The integrity pact must be submitted in their firm's letterhead.

## **9. LIQUIDATED DAMAGES**

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. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.



## **10. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

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

## **11. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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.

## **12. SUBMISSION OF BIDS**

The online bid shall be neat, plain and intelligible. Each page of the bid should be signed by the authorized person. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

## **13. DEADLINE FOR SUBMISSION OF BIDS**

Bids must be submitted online before the due date and time as specified in the critical date sheet.

HLL Lifecare Ltd may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the websites only.

## **14. LATE BIDS**

The online bid submission would not be possible after the deadline for submission of bids.

## **15. BID OPENING AND EVALUATION OF BIDS**

The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).

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 bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation, if any.

HLL Lifecare Ltd will open commercial bids of only the technically qualified and short listed bids at the time and date to be informed later.

## **16. COMPARISON OF E-TENDERS**

The comparison of respective of E-Tender shall be carried out equipment wise on Delivery Duty Paid (DDP) consignee site basis.

## **17. AWARD OF CONTRACT**

### **Evaluation of Proposals & Award Criteria**

The bidder can go ahead with any one or more equipments listed in Schedule A. The lowest price criteria shall be applied equipment wise on the total composite amount (inclusive of all) for the equipment quoted.

Preliminary scrutiny of the proposal will be made to determine whether they are complete, required bid security (EMD) have been furnished, whether the uploaded documents have been properly signed and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

Bids complying with all the eligibility requirements mentioned under Section III Clause 4 of this E-Tender document and fulfilling the specifications and schedule of requirements mentioned in

(please refer annexure VIII for sheet) Section V shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences.

HLL Lifecare Ltd, if required, may ask bidders for presentation on the solution offered. Failure on part of bidder to arrange the presentation on the date & place fixed by HLL shall result in the rejection of technical bids and financial bids of these bidders shall not be opened. Also, if it is found after presentation that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non- responsive. HLL Lifecare Ltd decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.

Commercial bids of only those bidders will be opened who are found to be substantially responsive and the work shall be awarded to the commercially lowest bidder.

The price bid format for the equipments is common for all the equipments listed in schedule A. If the bidder is quoted for more than one equipments in a single bid, there is a possibility that the price quoted for technically disqualified equipment, if any, may also get revealed at the time of price bid opening. Hence it is recommended to apply sufficient caution by the bidders, that **price bid need to be submitted only for technically qualified equipments as per the technical specification of the equipment and minimum eligibility criteria.**

The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The correct amount will be calculated by multiplying unit price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.

In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, if the currency is other than Indian Rupees, the value of work in Indian Rupees shall be determined by using the exchange rate declared by Reserve Bank of India as on the last date of submission of technical/ commercial bids and the eligibility of the bidder shall be determined accordingly.

If more than one bidder happens to quote the same lowest price, HLL Lifecare Ltd reserves the right to split the order and award the contract to more than one bidder.

#### **18. PURCHASER'S RIGHT TO AMEND SCOPE OF WORK**

If, for any unforeseen reasons, HLL Lifecare Ltd is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

HLL Lifecare Ltd reserves the right to reject one/ all the bids or cancel the E-Tender without assigning any reasons there for.

HLL Lifecare Ltd reserves the right to accord relaxation uniformly to all the bidders in case the bid submitted by all the bidders are found to have minor deviation.

#### **19. CORRUPT OR FRAUDULENT PRACTICES**

It is expected that the bidders who wish to bid for this project have highest standards of ethics.

HLL Lifecare Ltd will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

HLL Lifecare Ltd may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.



## **20. INTERPRETATION OF THE CLAUSES IN THE E-TENDER DOCUMENT / CONTRACT DOCUMENT**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this E-Tender Document; Director (Marketing), HLL Lifecare Ltd interpretation of the clauses shall be final and binding on all parties.

END OF SECTION III

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT (SCC)

#### **Prices:**

The price quoted shall be considered firm and no price escalation will be permitted.

The prices quoted should be inclusive of all applicable costs like equipment cost, profit margin, freight, insurance, packing, port charges, documentation charges, demurrage charges, training cost, installation, testing & commissioning charges including manpower charges, warranty charges, loading & unloading charges, applicable statutory charges (if any) at the destination country etc till final destination as per the supply order, but excluding of applicable statutory government taxes in India (if any) like GST and Custom Duty at Swaziland if any. MEA would reimburse taxes as per the applicable rates as on the date of invoice. The packing shall be transport worthy so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user's site duly certified by HLL Lifecare Ltd, end- user & Indian Mission in Swaziland.

#### **Taxes and Duties:**

Applicable statutory government taxes in India (if any) like GST etc would be reimbursed by MEA as per the applicable rates as on the date of invoice. The items being imported in Swaziland as per schedule A from India/ third country will be exempted from payment of Custom Duty at Swaziland. The Government of Swaziland end user on the request of supplier shall provide necessary Custom Duty Exemption Certificate but the custom clearance will be the responsibility of the successful bidder. No Concession Tax Form (C/D) will be given by HLL Lifecare Ltd.

Bidder shall arrange to clear the consignment after following customs formalities at Swaziland and shall arrange to deliver the consignment to the end user individual site(s). The cost and risk of the consignment rests with the bidder till it is delivered to the end user individual site(s) and till the completion of Installation, testing, Commissioning and acceptance as per the relevant clausd mentioned in the e-tender.

#### **Software Licenses:**

Standard software with basic package should be available with equipment wherever applicable and it should be updated time to time without any additional cost.

#### **Chartered Engineer Certificate:**

The successful bidder will be required to furnish the certificate from a Registered Chartered Engineer certifying that the items supplied and their specifications are in compliance with the requirements of the supply order issued by HLL Lifecare Ltd.

#### **Completeness Responsibility:**

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the vendor and which are not expressly excluded there from but which are necessary for the performance of equipments in accordance with the specifications and executing the contract to establish achievement of performance guarantee parameters, are to be provided for and rendered by the bidder without any extra charge so that the

said project is completed in all respect. Even bidder has done consortium; in case also bidder is responsible.

#### **6. Warranty and Support (also Service Level Agreement):**

All the items covered in the schedule of requirements, shall carry minimum 12 months (twelve) on site comprehensive warranty from the date of its installation & commissioning or minimum 15 (fifteen) months from the date of delivery at site whichever is earlier. The bidder must undertake to provide the on-site support during the warranty in Swaziland. The repairing/ rectification/ replacement/ configuration required, if any, must be done at site only. During the warranty, all complaints should be rectified within 14 (fourteen) working days from the date of intimation. In case the rectification of fault involves replacement of some hardware/software the same should be carried out within 21 (Twenty One) working days from the date of intimation.

Failure to do so would result in the levy of penalties. The PBG will be released by HLL Lifecare Ltd only after the submission of satisfactory performance certificate issued by end- user & verified by Indian Mission in Swaziland after the completion of warranty period.

#### **7. Payments:**

Payment will be done for each Schedule separately as per milestones below:

- a. HLL Lifecare Ltd shall release 70% of the total cost to the supplier on dispatch of all items as per supply order from India/ third country and after receipt of funds from MEA, on due verification of documents pertaining to proof of dispatch and receipt of Performance Bank Guarantee.
- b. HLL Lifecare Ltd shall release 20% total cost to the supplier after delivery of all item(s) as per supply order at all site(s) and after receipt of funds from MEA, on verification by HLL Lifecare Ltd , end user and Indian Mission in Swaziland.
- c. Balance 10% of the total cost to the supplier shall be released by HLL Lifecare Ltd after successful installation & commissioning of all item(s) at all site(s) and after receipt of funds from MEA on physical verification at site and certification by a Project Monitoring Committee (PMC) duly constituted by MEA and represented by IFD, MEA.

#### **Performance Bank Guarantee (PBG):**

The successful bidder within 30 days must submit a PBG equivalent to 10% of the order value on receipt of supply order from HLL Lifecare Ltd as per the format provided in Annexure VI of this E-Tender document. This Bank Guarantee should remain valid 24 (Twenty Four) months from the date of its submission to HLL Lifecare Ltd.

#### **Transport/ Shipping Documents:**

After the consignment is ready for dispatch, the successful bidder shall be required to furnish the following documents:

- Chartered Engineer's Certificate
- Bill of Lading/ Air Way Bill (booking details)
- Packing List
- Insurance Policy
- Invoice & other relevant document(s)

Actual shipment should be done only after receipt of concurrence from HLL Lifecare Ltd based upon the above-mentioned documents.

#### **10. Penalty for delayed Services:**

HLL Lifecare Ltd reserves the right to levy penalty as per the relevant clauses of this e-tender. The penalties, if any shall be recovered from the Performance Bank Guarantee (PBG) submitted by the

successful bidder or from the Balance payment reserved with HLL Lifecare Ltd. HLL Lifecare Ltd may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of circumstances not attributed to the bidder. For any such relaxation, the bidder should sought prior written approval from HLL Lifecare Ltd by submitting proper justification with documentary evidences.

**11. Jurisdiction:**

The disputes, legal matters, court matters, if any shall be subject to Thiruvananthapuram jurisdiction only.

**12. Force Majeure:**

HLL Lifecare Ltd may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidder's OEM premises or at the destination site.

**13. Arbitration:**

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (HLL Lifecare Ltd or the bidder) after issuance of 30 (thirty) days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be specified in the purchase agreement. The jurisdiction of the courts shall be specified in the purchase agreement. The Arbitration and Conciliation Act 1996 and the rules made there under with all/ any modifications or amendments thereof for the time being in force shall apply to the arbitration proceedings.

END OF SECTION IV

## SECTION V

### TECHNICAL SPECIFICATION

#### Schedule B (Swaziland)

##### 1. Medicine Refrigerator:

1. Capacity- 450Ltrs
2. Able to retain the cooling of 2-8°C for minimum 5 Hrs during power cuts (when not opened).
3. Temperature range: +2°C to +6°C with setting accuracy  $\pm 1^\circ$  C irrespective of the load
4. Cabinet made of durable material and interior should be made of non- rusting stainless steel
5. Extendable drawers made of corrosion free stainless steel material with dividers should be present
6. Frost free and positive forced air circulation should be present for temperature uniformity.
7. Double panel glass door with standard lock should be present
8. Number of trays 5
9. Condenser should be aided with continuous rated motor fan.
10. Auto defrost and condensate removal option should be present.
11. Microprocessor based temperature chart recorder, which provides permanent record of storage conditions should be present.
12. Digital temperature controller should be present
13. Audible alarm option for temperature deviation, power failure and door open condition should be present
14. Voltage stabilizer of suitable capacity to be provided
15. Automatic rechargeable battery backup for display, recorder and alarm should be present in case of power failure.
16. Input: 220/240V, 50Hz
17. Equipment shall meet electrical safety specification such as that of IEC standards.
18. Should be CFC free, noise free, energy saving and eco-friendly refrigerant

##### 2. Doppler Machine

###### 1. Description of function

- 1.1 Color Doppler Echocardiography System is required to study the anatomical abnormalities and blood flow in the heart and associated vessels.

###### 2. Operational requirements

- 2.1 Latest generation Electronic Phased array Color Doppler system with Minimum 512 Electronic independent channels. System should be DICOM ready and capable of being interfaced with PACS.
- 2.2 Should be field up gradable to next generation system on site.
- 2.3 Frequency compounding or better technology for better resolution and penetration.

###### 3. Technical Specifications

- 3.1 High Definition 20”(Minimum) LCD screen, high resolution Tilt and Swivel monitor should be able to view in all angles and all light conditions. with arm to rotate left to right and up down
- 3.2 4 probe Connectors with dynamic inter probe switching without rebooting the machine.
- 3.3 5 probes - Linear Probe, Convex Probe, Micro-Convex probe, Phase array probe with cardiac CW package and 4D volume probe with necessary software packages need to be provided as standard configuration.
- 3.4 Latest generation Electronic Phased array Color Doppler system with Minimum 512 Electronic independent channels.

- 3.5** 256 gray shades for sharp contrast resolutions
- 3.6** Multi-dimensional Beam former for generating two images simultaneously one at low end of bandwidth and one at high end then selectively retrieves and mixes the components together for finely textured 2-D or B mode image with superior contrast resolution.
- 3.7** Adult Cardiac and Vascular Probes supplied should be latest generation wide band transducers with frequency selection for higher sensitivity of response over a broader frequency range of operation. All probes to be phased array. OPTIONAL Probes must be available for pediatric application and Trans esophageal Echo for future requirement.
- 3.8** Harmonic Imaging- System should have following modes in harmonic with separate setting for:
  - i. Tissue Harmonic.
  - ii. Contrast Harmonic - both triggered and real time
  - iii. Harmonic Angio
  - iv. Quantification of harmonics imaging
  - v. Harmonic imaging capability in Adult Cardiac, Pediatric Cardiac and linear probe
- 3.9** Gain control in two dimensions for additional level of flexibility to image quality control.
- 4.** Real time high frequency 2D for higher resolution and low frequency Doppler for higher sensitivity in all probes
- 4.1** Frame rate should be 300 FPS or more
- 4.2** Steerable PW/CW in all Phased Array probes.
- 4.3** High definition acoustic zoom for enlarging sections of 2D and Colour flow images with more acoustic information for greater clarity and detail while maintaining an optimal frame rate.
- 4.4** Modes - 2D, M-Mode, Steerable PW/CW Doppler, Colour Doppler, and High Definition Colour flow with capability of automatically picking up colour flow as a function of focal depth
- 4.5** Colour Flow Imaging for
  - a) Increased lateral & spatial resolution.
  - b) Detection of even subtle areas of turbulence, displaying a more physiological blood flow appearance without loss of frame rate.
  - c) Colour flow with capability of automatically picking up colour flow as a function of focal depth
- 4.6** Tissue Colorization (B-Colour) for improved contrast resolution
- 4.7** Application software for Adult, Pediatric, Fetal and Peripheral Vascular and Trans esophageal applications. (All application package should be built into the system)
- 4.8** Cine loop memory- more than 120MB of memory. High Frame rate review for better clarity of playback images study in slow motion. Quad loop with memory for pre and post image comparison of any procedure. Memory- 256 frames or more in quad loop. M Mode & Doppler Scroll Memory-40seconds or more. Frame grabber facility for post analysis.
- 4.9** Various maps for pre and post processing.
- 5.** ECG trigger facility.
- 5.1** User defined system and application presets for multi-user department.
- 5.2** Minimum 4.8 GB optical disc drive for image storage and retrieval. (standard with system)
- 5.3** Dedicated integrated dynamic stress echo package for flexible user defined protocols with stacked sub loops facility and contrast stress protocol.
- 5.4** Tissue movement colorization with quantification possibility for IHD/CAD patients.
- 5.5** Three transducer ports will be preferred.
- 5.6** Color Map resolution up to 128 levels.
- 5.7** Study Manager (> 1.5 GB) for on-cart digital acquisition, review and editing of complete patient studies.
- 5.8** Should have a minimum hard disk storage capacity 500GB or more exclusively for images.
- 5.9** Facility of Real time perfusion studies

**6. SYSTEM PERIPHERALS should include**

- a) CD Writer with calculation facility on playback.
- b) Color printer.
- c) B/W Thermal Printer.

**6.1 Color M-Mode**

**7. System Configuration Accessories, spares and consumables**

1. Color Doppler System with all application packages Quad loop for serial studies with High frame rate review. Harmonic imaging capability in all modes. (Tissue, Contrast, Anglo)
2. **1.0-3.0** MHz Adult Cardiac probe Electronics Phased Array probe.-01 each
3. **3.0-11.0** MHz Electronics Phased Array Probe for Vascular applications- 01each
4. Multi-plane TEE Probe- (Optional) 4-8 MHz for Adult as well as Pediatric echocardiography.
5. 5.0-10 MHz Electronic phased array probe for Pediatric cardiology.(OPTIONAL)
6. DVD/CD Recorder with 100 DVDs
7. Color Printer. -01
8. B/W Video Thermal Printers -01
9. Colour Print Paper- 500 sheets
10. B/W Thermal Paper - 10 rolls
11. ECG Cable - 02
12. External Hard disk of 2TB or more storage capacity for data archiving
13. 5 USB ports (1 at the control panel, 4 at the rear panel) , Ethernet port, S-video out port, VGA port, ECG Port, Printer socket(Hold small printers), should be available.

**8. Environmental factors**

**8.1** The unit shall be capable of operating continuously in ambient temperature of 30C and relative humidity of 90%

**8.2** The machine must be suitable for African climate.

**9. Power supply**

**9.1** Power input to be 220-240VAC, 50Hz fitted with Indian plug

**9.2** Resettable overcurrent breaker shall be fitted for protection

**9.3** Suitable Servo controlled Stabilizer/CVT

**9.4** UPS of suitable rating conforming to IS-302 shall be supplied. Servo stabilizer is not required if the UPS has voltage correction facility.

**10. Standards and safety**

**10.1** Should be CE approved product

**10.2** Electrical safety conforms to standards for electrical safety IEC-60601 /IS-13450

**10.3** The product shall comply to IEC 60601-2-37 ed1: Medical Electrical Equipment – Part 2-37: Particular Requirements for the Safety of Ultrasonic Medical Diagnostic and Monitoring Equipment

**10.4** Type of protection against electric shocks -- Class I Degree of protection against electric shocks for ultrasound probes Type "BF" For ECG electrodes Type 'CF'

**10.5** The manufacturer should have ISO certification for quality standards.

**11. Documentation**

**11.1** User manual in English

**11.2** Service manual in English

**11.3** List of important spare parts and accessories with their part number and costing.

**11.4** Certificate of calibration and inspection from factory.

**11.5** Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out

**11.6** List of equipments available for calibration and preventive maintenance as laid down in the Technical/Service Manual.



### 3. Foetal Monitor

1. Should be portable
2. Should have the measurement of FHR, and Uterine activity.
3. Should be supplied with event marker cable and an event marker key on the control panel.
4. Should have alert indication for probe contact, high/low FHR
5. Should have a volume control for FHR
6. Should have LCD/TFT display for FHR, Uterine activity
7. Should be provided with thermal printer for printing FHR, uterine activity pressure.
8. Thermal paper should be available locally
9. Should provide alarm limit settings for high, low FHR
10. Should have a display of Date, Time (Real time clock)
11. Should provide belt for both ultrasound and toco transducer
12. Should be supplied with SS trolley
13. Should operate on mains (230v, 50Hz)
14. Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid.

#### Accessories

1. Gel – 4 bottle
2. Thermal paper- 10Nos
3. Voltage Stabilizer

### 4. Air Blenders

1. High quality corrosion resistant stainless steel
2. Able to supply FiO<sub>2</sub> : 21 to 100% with accuracy of +/- 3%
3. Flow rate 3-15lpm
4. Compatible with standard fitting
5. Supplied with two outlets with flow meters
6. CE/FDA approved product.
7. Should be wall mountable
8. Bidder should provide calibration equipment and training for calibration.

### 5. PIMA Machine

1. Dimensions: Not more than 30cm x 30cm x 30cm
2. Weight: Not more than 5 kg
3. Sample Volume: Max. 50 uL
4. Tests: CD3 & CD4
5. Detection system: LED illumination and CCD-based detection
6. Controls: sample volume control; reagent control; automatic control of cartridge expiry date; internal process controls; automatic test identification
7. Display: graphical display, monochrome
8. User interface: 16 button keypad
9. Memory: data storage capacity of approx. 1000 tests
10. Operating conditions: operating temperature 10–40°C, altitude 0-2000 m, relative humidity 10-95% (no condensation), transport/storage temperature 2–40°C
11. Power supply: DC 12-24 V, mains power 100–240 V + 10% (A/C) at 47–63 Hz



## 6. Delivery Bed:

- Delivery bed should be supplied with all accessories
- Overall size 2100 – 2400 mm L when extended , 900mm– 1100 mm W (with and without side rails up), 440 mm to 900 mm H (without mattress).
- Bed should have three section high pressure laminated top. It should have detachable laminated top for middle section and leg section for ease of cleaning. Leg section should be telescoped under backrest for lithotomy position.
- It should have control devise for making height and back adjustments.[ Manual as well as remote control].
- Frame should be made of mild steel which should be pre treated and powder coated.
- Bed shall have swing down type side railings; railings shall be made from non-rusting polymer moulded material.
- It should have three sectional mattress and seat section should have large perineal cut.
- Mattress should be made of high resilience high quality P.U foam with stain resistant cover and zip.
- Should have a pair of bearing down patient hand grips with PVC covers and with location adjustability for patient convenience.
- All positions should be operated by electromechanical adjustment through a hand set; battery backup with inbuilt battery charger should be provided. The hand set should have indications for power on and the battery charge.
- It should have polymer moulded easily detachable head and foot side panels. It should have four corner rubber buffers.
- Bed should be mounted on 12 cm – 15 cm non rusting castor wheels with locking mechanism. Castor should be made from high grade non floor staining synthetic material. Wheel center should have precision ball bearing to run smoothly.
- Should have infusion rods which have adjustable heights, quick release and attaches to all corners of bed.
- Should have a pair of upholstery aluminium crutches mounted on SS tubes.
- Should have sliding waste collection bowl at perineal part of table.
- It should be able to give trendelenburg, reverse trendelburg and 60 - 70 degree sitting position both mechanically and electronically.
- It should have adjustable foot supports for nursing staff.
- All consumables required for installation and standardization of system to be given free of cost. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMC-directive.
- The unit shall be capable of operating continuously in ambient temperature of 10-40 deg C and relative humidity of 15-90%.
- The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 15-90%.
- Power input to be 220-240VAC, 50Hz fitted with Indian plug.
- UPS of suitable rating with voltage regulation and spike protection for 60 minutes back up.
- Should be FDA, CE, UL or BIS approved product
- Manufacturer should have ISO certification for quality standards.
- Comprehensive training for lab staff and support services till familiarity with the system.
- Comprehensive warranty for 2 years and 5 years CMC after warranty including UPS.
- Electrical safety conforms to standards for Electrical Safety IEC 60601-2-38 Particular safety requirements for Electrically operated hospital beds.
- User/Technical/Maintenance manuals to be supplied in English.
- List of Equipments available for providing calibration and routine Preventive Maintenance Support as per manufacturer documentation in service/technical manual.

- Certificate of calibration and inspection.
- Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.
- List of important spare parts and accessories with their part number and costing.
- Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

**Note:**

- It is core responsibility of bidder to understand the site before bidding and make sure arrangement being provided by Government of Swaziland as per schedule A.
- Any, remaining parts such as: Base for Machines, Sheds, Electrical Wire, Water Pipeline or any kind of additions / changes / modifications required would be responsibility of bidder only
- It is the responsibility of bidder to arrange all parts for installation which is not covered by local government to be locally done within given timeline.
- Bidder has to make arrangement to provide services / spare parts for all quoted machines in short time. It can be done by visit of engineer or setting up a local officer or by availing spare parts in advance.

END OF SECTION V

**Annexure - I**

(On Rs 200/- stamp paper duly notarized)

**Senior Manager (SD-RBD)**  
**HLL Lifecare Ltd.**  
(A Govt. of India Enterprise)  
Corporate & Registered Office  
HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012,  
Kerala, India

Dear Sir,

**Subject: Authorization to sign the bid document**

This has a reference to your E-Tender no..... dated .....  
for Supply, Installation, Testing & Commissioning and Onsite Support of Medical Equipments to be  
Supplied to Swaziland

It is hereby confirmed that, Sh./working as .....  
is entitled to act on behalf Smt.....of  
our corporation/Bidder/ firm/organization and empowered to sign this document as well as such  
other documents, which may be required in this connection.

The specimen signature of Sh./ Smt.....is  
as given below.

(Signature 1)

(Signature 2)

I, ..... certify that I am <designation> of <Bidder>,  
and that Sh./ Smt..... whose specimen  
signatures are given above is authorized to bind the corporation by authority of its governing body.

For M /s \_\_\_\_\_ (Name of the bidder)

Signature & Bidder seal

Name  
Designation  
Email  
Mobile No.

## Annexure - II

(On Bidder Letter Head)

### Senior Manager (SD-RBD)

#### HLL Lifecare Ltd.

(A Govt. of India Enterprise)  
Corporate & Registered Office  
HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012,  
Kerala, India

Dear Sir,

#### Subject: Bid Form

This has a reference to your E-Tender no.....dated .....  
for Supply, Installation, Testing & Commissioning and Onsite Support of Medical Equipments to be  
Supplied to Swaziland. .

Having examined the 'Invitation for Bids', 'Instructions to Bidders' 'Special Conditions of Contract',  
'Technical Compliance Document', 'Schedule of Requirements' and the Annexure for the above  
referred E-Tender, we the undersigned offer to supply, install, test & commission and guarantee  
the whole of the said 'Scope of Work' in conformity with the said Special Conditions of Contract  
and Technical Specifications for the sum mentioned in Commercial Bid submitted separately, or  
such other sum as may be ascertained in accordance with the conditions. The details of the items/  
services for which we have submitted our Technical Bid and for which we have quoted the rates in  
our Financial Bid are given in required formats.

We have independently considered each and every clause of this E-Tender document and given  
our informed consent to them.

We undertake, if our Bid is accepted, we shall commence the supply of items/ services/ manpower  
as per delivery schedule offered by us so as to fulfil our obligations as per this E-Tender Document  
to full satisfaction of purchaser.

If our Bid is accepted we will furnish a Bank Guarantee of 10% order value with a validity of  
24months to cover delivery, installation, Testing & warranty period for the equipments.

We have independently considered the amount shown in 'Special Conditions of Contract' as per-  
estimated liquidated damages and agree that they represent a fair estimate of the damages likely  
to be suffered by you in the event of the work not being completed in time.

We agree to abide by this Bid for a minimum period of 180 days from the date of opening and it  
shall be remain binding upon us and may be accepted at any time before the expiration of that  
period or any extended period mutually agreed to.

This bid, together with any further clarification/ confirmation given by us and your written  
acceptance thereof, shall constitute a binding contract between us.

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

If our Bid is accepted, we understand that we are to be held solely responsible for the due  
performance of the Contract.

All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same. All documents submitted are genuine and if HLL Lifecare Ltd finds that we have submitted any forged document, HLL Lifecare Ltd may reject our bid; forfeit the EMD/ BG and take stringent action against us as per Government of India guidelines.

We accept that all doubts, concerns or ambiguity in the E-Tender document (if any) would be uploaded by us on CPP Portal before the pre-bid meeting. If we raise any doubt, concerns, ambiguity issues, interpretation issues, after the Pre-Bid meeting, HLL Lifecare Ltd may not consider the request or reply.

We will accept HLL Lifecare Ltd's internal technical and financial evaluation procedure and will not interfere in the process after submission of the bid. We shall not deviate from the bid process and not try to stall the process; if do so, HLL Lifecare Ltd may take stringent action against us.

We undertake that our Bidder is not under the declaration of ineligibility for corrupt & fraudulent practices. We also undertake that our Bidder has not been blacklisted by any Government entity in India/ abroad till today. We will follow all guideline mentioned in the E-Tender documents.

For M /s \_\_\_\_\_ (Name of the bidder)

Signature & Bidder seal

Name  
Designation  
Email  
Mobile No.

**Annexure - III**

(On Bidder Letter Head)

**Senior Manager (SD-RBD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012,  
Kerala, India

Dear Sir,

**Subject: Declaration Letter**

This has a reference to your E-Tender no.....dated..... for Supply, Installation, Commissioning and Onsite Support of Medical Imaging Equipments to be supplied to Swaziland and as per schedule A respectively.

We confirm that the equipment supplied against E-Tender no:.....dated..... will not be refurbished/ duplicate or acquired illegally in India/ third country. We undertake, if our bid is accepted, we will submit a letter from OEM endorsing that the equipment are brand-new at the time of supply.

The details of all the OEMs, make & model with detail technical specifications is offered in our technical bid for items. If HLL Lifecare Ltd find that any information/ details submitted by us is incorrect, HLL Lifecare Ltd may black list us and forfeit the EMD/ take stringent action against us as per Government of India guidelines.

By signing this declaration letter we accept all terms and conditions specified in the E-Tender document and agree that HLL Lifecare Ltd's decision will be final and binding on us.

For M /s \_\_\_\_\_ (Name of the bidder)

Signature & Bidder seal

Name  
Designation  
Email  
Mobile No.

**Annexure - IV**

(On Bidder Letter Head)

Date:.....  
E-Tender No.:.....  
To

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

Dear Sir,

Sub: Undertaking to the effect that onsite support during the warranty in Swaziland will be provided by <Bidder Name> through its own Branch Office/ Service Centre/local partner

This has a reference to your E-Tender no.....dated ..... for Supply, Installation, Commissioning and Onsite Support of Medical Imaging Equipments to be Supplied to Swaziland as per schedule A.

We undertake to provide the onsite support in Swaziland as per schedule A during the period of warranty through our own Branch Office/ Service Centre/ local partner or In case <Bidder Name> has any other mechanism to provide support and services for warranty period, please specify the mechanism

<Bidder Name> has to provide details viz. Name, Address, Contact Person, Telephone/ Fax, mail etc. of our own Branch Office/ Service Centre/ local partner along with an undertaking from the local dealer/ service provider (if applicable) will be submitted by <Bidder Name> before the placement of supply order by HLL Lifecare Ltd.,

For M /s\_\_\_\_\_ (Name of the bidder)

Signature & Bidder seal

Name  
Designation  
Email  
Mobile No.

**Annexure - V**

**PERFORMA FOR BANK GUARANTEE TOWARDS EMD**

(on non-judicial paper of appropriate value)

Bank Guarantee No. Dated: To

**Senior Manager (SD-RBD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012,  
Kerala, India

Dear Sir(s),

Whereas the HLL Lifecare Ltd., HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India (hereinafter called the HLL) which expression shall, unless repugnant to the context or the HLL thereof, include all its successors, administrators, executors and assignees has invited E-Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Registered /head office at \_\_\_\_\_ (hereinafter called the "Bidder" which expression shall, unless repugnant to the context or the HLL thereof, HLL and include all its successors, administrators executors and assignees) have submitted a quotation Reference No. \_\_\_\_\_ and Bidder having agree to furnish as a conditions precedent for participation in E-Tender as unconditional and irrevocable bank guarantee of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the due performance of \_\_\_\_\_

Bidder's obligations as contained in the terms of the Notice inviting E-Tender and other terms and conditions contained in the E-Tender Documents supplied by the HLL specially the conditions that (a) bidder shall keep his bid open for a period of day i.e. from , \_\_\_\_\_ to \_\_\_\_\_ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the HLL (b) the Bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the HLL within the required time. The Bidder has absolutely and unconditionally accepted these conditions. The HLL and the Bidder have agreed that E-Tender document is an offer made on the condition that the bids, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the HLL for a period of \_\_\_\_\_ days i.e. from \_\_\_\_\_ to \_\_\_\_\_ or any, extension thereof and that submission of the bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the E-Tender documents. They have further agreed that the contract consisting of E-Tender documents as the OFFER and submission of the bids as the ACCEPTANCE shall be a separate contract distinct from the contract, which will come into existence when the bid is finally accepted by the HLL. The consideration for this separate initial contract preceding the main contract is that the HLL is not agreeable to sell the E-Tender documents to the Bidder and to consider the E-Tender to be made except on the condition that the bids shall be kept open for the period indicated above and the Bidder desires to submit bid on this condition after entering into this separate initial contract with the HLL promises to consider the E-Tender on this condition and Bidder agrees to keep this bid open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

Therefore, we \_\_\_\_\_ registered (indicate the name of Bank) under the laws of \_\_\_\_\_ having head /registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or HLL thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the



extent of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the HLL on the bank shall be conclusive and binding notwithstanding any difference between the HLL and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the HLL in writing. This guarantee shall not be determined / discharged / affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

The bank also undertakes that the HLL at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.

The bank further agree that as between the bank and the HLL, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the bid Documents as referred above given to the bank by the HLL shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the HLL or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

The bank agree with the HLL that the HLL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the E-Tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the HLL or any indulgence shown by the HLL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in aggregate and it shall remain in full force up to \_\_\_\_\_ (24 months from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s \_\_\_\_\_ on whose behalf this guarantee has been given, in which case, it shall remain in full force up to the expiry of extended period. Any claim under this guarantee must be received by us before \_\_\_\_\_ (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the HLL under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the HLL under this guarantee shall be valid and shall not cease until we have satisfied that claim.

In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Bidder furnished to the HLL a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the HLL by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the Ministry under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the HLL under this guarantee shall be valid and shall not cease until we have satisfied that claim,

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this \_\_\_\_\_ day of at \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_ of \_\_\_\_\_ (month & year).

Signature  
(Full name in capital letters)

Designation with bank stamp  
(Full name and address in capital letters)

Attorney as per power of attorney

No .....

Date.....

## PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE

(on non-judicial paper of appropriate value)

Dated:

**Senior Manager (SD-RBD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012,  
Kerala, India

BANKS GUARANTEE NO:

Dear Sir(s),

This has reference to the Supply Order No . \_\_\_\_\_ dated \_\_\_\_\_ placed by HLL Lifecare Ltd, Thiruvananthapuram on M/s , \_\_\_\_\_ for Supply, Installation, Commissioning and Onsite Support of Medical Imaging Equipments to be Supplied to Swaziland as per schedule A

The conditions of this order provide that the vendor shall,

- Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
- Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of HLL Lifecare Ltd and
- Arrange for the comprehensive warranty service support towards the items supplied by vendor on site in Swaziland as per schedule A as per the warranty clause in said purchase order.

M/s \_\_\_\_\_ has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. \_\_\_\_\_ on M/s. \_\_\_\_\_ holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

HLL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of HLL under any security (ies) now, or hereafter held by HLL and no such dealing(s) with the supplier or release or for bearance whatsoever shall have the effect of releasing the bank from its full liability of HLL hereunder or of prejudicing right of HLL against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of HLL and liabilities of the supplier arising up to and until \_\_\_\_\_.

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that HLL may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and/ or in connection with the said contract and HLL shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of HLL in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We \_\_\_\_\_ hereby agree and irrevocably undertake and promise that if in your (HLL's) opinion any default is made by M /s \_\_\_\_\_ in performing any of the terms and/or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s \_\_\_\_\_, then on notice to us by you, we shall on demand and without demur and without reference to M/s \_\_\_\_\_, pay you, in any manner in which you may direct, the amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s \_\_\_\_\_ and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s \_\_\_\_\_. The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to HLL hereunder.

The amount stated in any notice of demand addressed by HLL to the Bank as claimed by HLL from the supplier or as suffered or incurred by HLL on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and HLL be conclusive of the amount so claimed or liable to be paid to HLL or suffered or incurred by HLL, as the case may be and payable by the Bank to HLL in terms hereof.

You (HLL's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contact with the said M/s \_\_\_\_\_ and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s \_\_\_\_\_ which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s \_\_\_\_\_ and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s \_\_\_\_\_ which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees , \_\_\_\_\_ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s \_\_\_\_\_ and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s. \_\_\_\_\_ but shall in all respects and for all purposes be binding and operative until payment of all dues to HLL in respect of such liability or liabilities.

Our liability is restricted to under this guarantee Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).  
Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within three months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- Our liability under this guarantee shall not exceed Rs \_\_\_\_\_ (in words)
- This bank guarantee shall be valid up to .....& unless a suit for action to enforce a claim under guarantee is filed against us within three months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after three months from the date of expiry of this Bank guarantee
- We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_
- The Bank guarantee will expire on \_\_\_\_\_ granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Signatory

**Annexure - VII**

**CHECK LIST** (On Bidder Letter Head)

SNo	Description	Details	Attached(Yes/No)
1	Bidder need to submit a covering page mentioning in which all Schedules bidder is participating and sequencing of documents for each and every page with page number.		
2	Name and Address of the bidder & its consortium partners (clearly marked with separators) and its incorporation details (e.g. copy of MOA and AOA)		
4	Copy of Earnest Money Deposit of Rs.5,00,000.00 (please refer to section III Point 6. for complete details.		
5	Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. Certificate of authority should be scanned and submitted as perform at given at Annexure I		
6	Both bidder and its consortium partners need to provide copy of Supply Orders for/Contracts/ Agreements for similar work, executed by the bidders in last 5 (five) years ending with December 31, 2016 along the work orders / letter of award / completion certificate duly issued by the end user. Copy of the purchase order and work completion report duly notarized along with contact details of the end user. For details of work orders and turnover and other necessary documentation please refer to section II; point 3.c for complete details and amount. Make sure to categorize describe in technical bid for how many schedules bidder is participating with sequencing of page numbers		
7	Both Bidder and its consortium partner need to provide GST number and PAN number		
8	Last three financial years annual turnover. For turnover details Bidder & consortium partner need to refer to point 3.c for complete details.		
9	Bid Form by the bidder as per format given at Annexure II		
10	Technical Compliance Document (Annexure VIII) with detailed technical specification, make, model and cross reference compliance with the datasheets or OEM Compliance (please refer to Annexure VIII)		
11	Declaration by the bidder as perform at given at Annexure III		
12	Undertaking to the effect that onsite support during the warranty in Swaziland will be provided by onsite support through local dealer / service provider as per format given at <b>Annexure IV</b>		
13	Signed and Scanned Copy of Check List - Annexure VII		
14	Annexure X		
15	Annexure XI		
16	Copy of Non Conviction certificate		
17	Copy of Supply orders/Contract/Agreements for similar work executed by bidders		
18	It is responsibility of bidder to attach all relevant Documents apart from mentioned above as mentioned in Section II - Invitation of Bids, Clause 4 - Part I		

Thanking you,

Sincerely yours,

For M /s \_\_\_\_\_ (Name of the bidder)

Signature & Bidder seal

Name

Designation

Email

Mobile No.

**Annexure - VIII**

(On Bidder Letter Head)

**TECHNICAL COMPLIANCE SHEET**

(Bidder need to put "Yes" in compliance column only when 100% compliance as per specification mentioned Section - V; else need to mention deviation specifically in remarks column. Bidder need to provide sufficient data sheets of products also to justify compliance)

Technical Compliance Sheet

Sl. No.	Description	Quoted or Not	100% Compliance as per specification mentioned Section V	If No, Please mention the details of Deviation
A	Colour Doppler Ultrasound machine and Printer			
B	CR Fixed Floor Mounted X-ray Machine and multi loader CR printer			
C	CR Mobile X-Ray Machine			
D	Automatic Film Processor			
E	X-Ray Film Laser Printer			
F	Anaesthesia Machines			
G	Neonatal Incubators			
H	Ventilators			
I	Digital microscopes			

Thanking you,

Sincerely yours,

For M /s \_\_\_\_\_ (Name of the bidder)

Signature & Bidder seal

Name

Designation

**Annexure - IX**

(On Bidder Letter Head)

(Bidder need to sign and submit blank copy of BOQ along with other essential documents asked above in check list)

**Pricing Sheet (Inclusive of all Taxes, Transportation and all other kind of charges In INR)  
Swaziland (Schedule A)**

Name of the bidder:

Ref: RFx No.

Price Format (offered in INR)											
1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Description of goods as per specification and/or BOQ	Make/ Model	Country of Origin	HS/ HSN Code	Unit of measurement	Quantity per set of equipment	Unit Price at Consignee Site (excluding GST)	Applicable GST (%)	Applicable GST value/ unit (8 x 9)	Unit Price at Consignee Site (8+10)	Total Price at Consignee Site (7 x 11)

Total value of Offer in INR consideration: Rs. \_\_\_\_\_

(Total value in words):

**Note:**

- All the information must be entered in the relevant columns
- Any Incidental Services (including Installation, Testing & Commissioning, Supervision, Demonstration and Training) at the Consignee site has to be mentioned as a sperate line item with HSN Code and applicable GST based on nature of the work
- It is core responsibility of bidder to understand the site before bidding and make sure arrangement being provided by Government of Swaziland as per schedule A.
- Any, remaining parts such as: Base for Machines, Sheds, Electrical Wire, Water Pipeline or any kind of additions / changes / modifications required would be responsibility of bidder only
- It is the responsibility of bidder to arrange all parts for installation which is not covered by local government to be locally done within given timeline.
- Bidder has to make arrangement to provide services / spare parts for all quoted machines in short time. It can be done by visit of engineer or setting up a local officer or by availing spare parts in advance.



**Annexure - X**

(Undertaking On Bidder Letter Head)

Date:.....  
E-Tender No.:.....  
To

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

Dear Sir,

**Sub: Confirmation of consortium partner and participation in Schedule**

This has a reference to your E-Tender no.....dated ..... for Supply, Installation, Commissioning and Onsite Support of Medical Imaging Equipments to be Supplied to Swaziland as per schedule A.

<Bidder Name>; We as an bidder confirm that we have a consortium partner <name of consortium partner> for<Schedule X>. Also we confirm that we will not change the consortium partner during or after the bid during complete project period. Change in any partner will lead us to disqualify from project immediately

Thanking you,

For M /s \_\_\_\_\_  
(Name of the bidder)

Thanking you,

For M /s \_\_\_\_\_  
(Name of the Consortium Partner)

Signature & Bidder seal of Bidder

Signature & Bidder seal of Consortium partner

Bidder :  
Name :  
Designation :  
Email :  
Mobile No. :

Consortium Partner :  
Name :  
Designation :  
Email :  
Mobile No. :

**Annexure - XI**

(Undertaking On Bidder Letter Head)

Date:

E-Tender No.:

**Senior Manager (SD-RBD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012,  
Kerala, India

Dear Sir,

**Sub: Confirmation of non participation of Consortium Partner as a Bidder**

This has a reference to your E-Tender no.....dated ..... Supply, Installation, Commissioning and Onsite Support of Medical Imaging Equipments to be supplied to Swaziland as per schedule A.

<Bidder Name>; we as an bidder confirm that our consortium partner <name of consortium partner> for<Schedule X> is not bidding himself as a bidder in this project.

<Consortium partner name>; We as a consortium partner confirm that we will not participate as a bidder in this project in any respect.

We both (Bidder and consortium partner(s)) abide to and confirm that if consortium partner is found to be bidding himself as a bidder in this project, both of us will be disqualified from project immediately.

Thanking you,

Thanking you,

For M /s \_\_\_\_\_  
(Name of the bidder)

For M /s \_\_\_\_\_  
(Name of the Consortium Partner)

Signature & Bidder seal of Bidder

Signature & Bidder seal of Consortium Partner

Bidder :  
Name :

Consortium Partner :  
Name :

Designation :  
Email :  
Mobile No. :

Designation :  
Email :  
Mobile No. :

## **Annexure - XII**

### **PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on -----<sup>1</sup> day of the month of -----,

#### **Between**

HLL Life Care Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HLL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

#### **And**

----- India represented by Shri -----  
----- (hereinafter called the “BIDDER / Seller” / Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

#### **Preamble**

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against E-Tender /Work Order. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### **Clause.1. Commitments of HLL**

- 1.1 HLL undertakes that HLL and /or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 HLL will, during the E-Tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to E-Tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

## **Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
  - 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
  - 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
  - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of E-Tender.  
  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

**Clause.3. Previous contravention and Disqualification from E-Tender process and exclusion from future contracts**

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the E-Tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the E-Tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the E-Tender process.

**Clause .4. Equal treatment of all Bidders / Contractors /**

**Subcontractors**

4.1 The Bidder(s) / Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HLL will disqualify from the E-Tender process all bidders who do not sign this Pact or violate its provisions.

**Clause .5. Consequences of Violation / Breach**

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
  - vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
  - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
  - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
  - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **Clause.6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.



### **Clause .7. Independent External Monitor(s)**

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

### **Clause.8.Criminal charges against violating Bidder(s)/**

#### **Contractor(s)/ Subcontractor(s)**

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

### **Clause.9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **Clause.10. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

**Clause.11. Other legal Actions**

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**Clause.12. Validity and Duration of the Agreement**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

**Clause. 13. Other provisions**

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

**HLL**

**BIDDER**

Witness

Witness

1.....

1.....

2.....

2.....

\* Provisions of these clauses would be amended /deleted in line with the policy of the HLL in regard to involvement of Indian agents of foreign suppliers.