

**TENDER:HLL/PSD/2024-25/TENDER/108**  
**DT:28.11.2024**



**HLL LIFECARE LIMITED**  
(A Govt. Of India Enterprise)  
**CIN : U25193KL1966GOI002621**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram -695012**  
**Kerala, India**  
**Tel: 0471 2775500, 0471 2350959**  
(EXTN – 606 /531)  
**Website – www.lifecarehll.com**

HLL Lifecare Limited (HLL) hereby invites online bids through <https://gem.gov.in> for **Procurement of General Instruments & Equipment for OT to J.N. Medical College, A.M.U, Aligarh.** The Detailed requirements and terms & conditions are available in GEM Portal <https://gem.gov.in>.

## INDEX

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>A</b>	<b>Notice inviting Tender (NIT)</b>	<b>1</b>
<b>B</b>	<b>Instructions To The Bidders (ITB)</b>	<b>04 – 09</b>
<b>C</b>	<b>General Conditions of Contract (GCC)</b>	<b>10 – 18</b>
<b>D</b>	<b>Special Condition of Contract (SCC)</b>	<b>19</b>
<b>E</b>	<b>List of Requirements</b>	<b>20</b>
<b>F</b>	<b>Technical Specifications</b>	<b>21 – 28</b>
<b>G</b>	<b>Forms and Declarations</b>	<b>29 – 38</b>
<b>H</b>	<b>MAKE / MODEL / HSN Code of Equipment</b>	<b>39</b>
<b>I</b>	<b>Manufacturer Authorization Form and Consortium Agreement</b>	<b>40 - 43</b>
<b>J</b>	<b>Bank Guarantee Form for Performance Security</b>	<b>44 - 49</b>
<b>K</b>	<b>Price Schedule</b>	<b>50</b>
<b>L</b>	<b>Contract form for Comprehensive Annual Maintenance Contract</b>	<b>51 - 52</b>
<b>M</b>	<b>Consignee Receipt Certificate</b>	<b>53</b>
<b>N</b>	<b>Performa of Final Acceptance Certificate by the Consignee</b>	<b>54 - 55</b>
<b>O</b>	<b>Undertaking Letter</b>	<b>56</b>
<b>P</b>	<b>Consignee Address</b>	<b>57</b>
<b>Q</b>	<b>Technical Specification Compliance Sheet</b>	<b>58</b>
<b>R</b>	<b>Check List</b>	<b>59-60</b>
<b>S</b>	<b>General Information Manufacturer/Supplier</b>	<b>61</b>
<b>T</b>	<b>Pre Contract Integrity Pact</b>	<b>62-67</b>

**HLL LIFECARE LIMITED**

(A Government of India Enterprise)  
Sourcing Division  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012, Kerala, India  
Tel: 0471 2775500, 0471 2350959 (EXTN – 606 /531)

**SECTION A**

**NOTICE INVITING TENDER (NIT)**

**HLL/PSD/2024-25/TENDER/108**

**28.11.2024**

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

<b>SI No</b>	<b>Particulars</b>	<b>Description</b>
1	Name of Item/Work	Procurement of General Instruments & Equipment for OT to J.N. Medical College, A.M.U, Aligarh.
2	List Of Required Items	Section E
3	Technical Specification	Section F
4	Bid Security/EMD	Rs.2,44,000/-
5	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank : HDFC Bank Limited, Trivandrum A/c number : 00630330000035 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud Branch, Thiruvananthapuram
6	Period of completion	60 days (Overall Project timeline shall be 45 days for Supply of Equipment and 15 Days for Installation) from the date of purchase order
7	Eligibility criteria for Bidders	As per the document
8	Last Date and Time for Online submission of bids	As Mentioned in GEM Portal <a href="https://gem.gov.in/">https://gem.gov.in/</a>
09	Date and time of opening of the-Tender	As Mentioned in GEM Portal.
10	Address for Communication at HLL regarding the tender	Vice President (PS) Procurement Services HLL Lifecare Limited Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

**Vice President (Procurement Services)**

## **GENERAL INSTRUCTION TO BIDDERS**

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

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

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

Name of Bank	:	HDFC Bank Limited, Trivandrum
A/c number	:	00630330000035
IFSC Code	:	HDFC0000063
Branch name	:	Vazhuthacaud Branch, Thiruvananthapuram

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

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

**NOTE**

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

**Vice President (Procurement Services)**

**SECTION B**  
**INSTRUCTIONS TO THE BIDDERS (ITB)**

**1. SCOPE OF THE BID**

HLL Lifecare Ltd on behalf of M/s Power grid Corporation of India Ltd, invites online bids from the eligible bidders who are capable of executing the Specified work as per our tender conditions.

**2. ELIGIBLE BIDDERS**

A Bidder should have eligibility criteria as per the document to submit bids against this tender.

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

**3. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**4. SITE VISIT**

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

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

**5. PREPARATION OF BIDS**

Language of the Bid

All documents relating to the bid shall be in the English language.

Documents Comprising the Bid

The online bid submitted by the bidder shall comprise the following:

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

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

**Bid Prices**

Bidder must quote for all items mentioned in this tender. Any bids without price for all items shall be treated as non responsive. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, hire charges of plant and machinery, overheads and all incidental charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of

submission of the tender and such taxes shall be paid by the Contractor. GST or any other tax applicable shall be payable by the Contractor in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.

All taxes, royalty, Octroi and other levies payable by the Contractor under the contract, or for any other cause as of the date 28 days prior to the dead line for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work.

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

### **Currencies of Bid and Payment**

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

### **Alterations and additions**

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

The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

### **Alternative Bids**

Alternative Bids are not permitted.

However, the bidders can quote alternate models meeting the bid specifications of same manufacturer with single EMD.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

In case if a manufacturer authorized same model for more than one distributor / agent then both the bids shall be rejected.

### **a) Envelope –I (Technical bid):**

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

### **Qualification Criteria for Contractors / firms**

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

<b>SI No</b>	<b>Eligibility Criteria</b>
1	Bidder should have a valid Certificate of the following:
	GST Registration
	IT PAN Card
	Certificate of incorporation / Memorandum of Article
	Copy of valid certificates for the above shall be submitted in proof of the same
	The bidder should submit the <b>duly notarized Power of Attorney</b> , issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per

	the Stamp Act
2	Bidder should be a Manufacturer or authorized dealer or a consortium. If the bidder is a consortium, not more than 2 partners allowed to bid and all the partners shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractors under the Contract
3	Bidder shall have the following experience individually or jointly as consortium: - The Bidder must have successfully supplied Medical Equipment at least for the tune of Rs.60.00 Lakhs in last three years ending 31 <sup>st</sup> March 2024. If consortium, then the lead partner shall have the average annual turnover of at least Rs.40.00 Lakhs and member partner shall have at least of Rs.20.00 Lakhs, in the last three years, ending 31 <sup>st</sup> March 2024. The equipment shall be satisfactorily functioning in India. Bidders quoting should be a manufacturer/authorized/Consortium dealer having experience on its own or through their OEM shall have successfully Supplied and installed the Similar Equipment The order shall be awarded to the responsive qualified bidder, who quotes the lowest amount in total. <b>Copies of work orders and satisfactory work completion reports</b> issued by the Client/Authority concerned shall be submitted in proof of the same.
Note	For Govt. /Departmental works, Work orders and corresponding completion certificate issued by the Competent Authority (Exe. Engr, Supt. Engr., etc.) shall be submitted. Completion certificates for works issued by private parties shall be supported by TDS certificates/Bank Statement.
4	<b>Documentary proof for establishing the average annual turnover of the bidder in the last three years, (2021-22, 2022-23 &amp; 2023-24)</b> is not less than Rs.60.00 Lakhs certified by a chartered accountant. If consortium, then the lead partner shall have the average annual turnover of at least Rs.40.00 Lakhs and member partner shall have at least of Rs.20.00 Lakhs, in the last three years, ending 31 <sup>st</sup> March 2024. The Duly filled and Signed copy of the FINANCIAL STATEMENT as <b>per item no. 1 in Section G</b> is to be attached
Note	Enclose <b>audited Balance sheets, Profit &amp; Loss Statements, and IT return</b> statements certified by a Chartered Accountant as proof of financial status.
5	Technical compliance sheet with clear indication of deviation in specification, if any.
6	Quality certificate is mandatory for all the equipment and same to be submitted along with technical document.
7	HSN Code of Equipment as per <b>SECTION H</b>
8	Manufacturer authorization or Consortium agreement as per <b>SECTION I.</b>
9	<b>Product brochure literature, write up etc.</b>
10	Dully filled Performance Statement as per <b>item no.2 of Section G</b>
11	Dully filled Category Details of Organization (MSE) as per item no.3 of <b>Section G.</b>
12	Dully filled Self-Declaration – Make in India Preference as per <b>item no. 4 of Section G.</b>
13	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per <b>item no. 5 of Section G</b>
14	Dully filled Requisition form for E-payment as per <b>item no. 6 of Section G</b>
15	Has the Supplier/Firm/Company ever been black listed by the Govt./or the registering authority. (Yes / No) If NO, the duly signed declaration form as per <b>item no-7 of Section- G</b> is to be attached
Note	i. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. Including ongoing works.



	ii. If the order is terminated in the last one year, their bid will be treated as non-responsive iii. Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidders letterhead
16	Duly Signed NO DEVIATION CERTIFICATE as per <b>item no-8 of Section -G</b> to be attached
17	Duly Signed ACCEPTANCE FORM as per <b>item no-9 of Section -G</b> to be attached
18	Duly signed COMPLETION PERIOD declaration as per <b>item no-10 of Section -G</b> to be attached
19	Dully Filled Technical Specification Compliance Sheet <b>Section Q</b> to be attached
20	Duly filled Check List sheet <b>Section R</b> to be attached
21	General information of the Manufacturer / Supplier as per <b>Section S</b> to be attached
22	Dully filled Pre Contract Integrity pact as per of <b>Section - T</b> to be attached

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

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

Bidder must quote for all items mentioned in this tender as per technical specification. Any bids without price for all items shall be treated as non responsive. The rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

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

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

**6. Bid Opening and Evaluation**

**6.1 Bid Opening**

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

**6.2 Bid Opening Process**

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

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

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

- b) Envelope -II: The financial bids of the Contractors/firms found to be meeting the qualifying

requirements shall be opened as per NIT. (Depending on evaluation of Envelop I & II, the date shall be intimated through GEM Portal). The financial bids of only those bidders who have quoted for all items shall only be opened for further evaluation

### **6.3 Confidentiality**

6.3.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

6.3.2 Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidder's bid.

### **6.4 Clarification of Bids**

6.4.1 To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail or in portal, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

6.4.2 No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

### **6.5 Examination of Bids, and Determination of Responsiveness**

6.5.1 During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required documents and certificates. Further the purchaser may visit any of the facility established by the bidder for inspection and/or seek demonstration of the quoted products, anywhere in India as per the sole discretion of the purchaser. The inspection of such facility/ equipment shall be as a part of responsiveness of the technical bid. If the bidder doesn't arrange the facility visit / demonstrate the equipment within the stipulated time period of 7 days & location given, then their bid will be treated as non-responsive.

6.5.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one: -

- a. which affects in any substantial way the scope, quality, or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

6.5.3 If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

6.5.4 Non submission of legible or required documents or evidences may render the bid non-responsive.

6.5.5 The CAMC costing will not be added to determine the L1 bidder, however the bidders are informed to quote the CAMC rates in Section K of the tender.

## **6.6 Negotiation on Bids**

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

## **7. Award of Contract**

7.1 HLL will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price in total.

7.2 In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of LOI/ Work order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.

7.3 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

7.4 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

### **7.5 Notification of Award and Order Acceptance**

7.5.1 The Bidder, whose Bid has been accepted, shall be notified of award by HLL prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Purchaser will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Contractor as prescribed by the Contract.

**SECTION - C**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. Application**

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section D, List of requirements under Section E and Technical Specification under Section F of this document.

**2. Patent Rights**

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

**3. Country of Origin**

All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

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

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

**4. Performance Security**

Within seven (7) days from date of the issue of notification of award by the contractor, shall furnish Performance Security to the Purchaser for an amount equal to five percent (5%) of the total value of the contract, valid up to 60 days after the date of completion of 5-year warranty period / all contractual obligations by the contractor, including the warranty obligations, initially valid for a total period of minimum 62 months from the date of Notification of Award.

The Performance security shall be denominated in Indian Rupees.

a. It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Nationalized bank in India or Bank Guarantee issued by a Nationalized bank in India, in the prescribed form as provided in

**Section J** of this document in favour of the Purchaser.(M/s Powergrid) The validity of Bank Guarantee will be for a period up to sixty (60) days beyond respective Warranty Period.

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

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

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

**5. Technical Specifications and Standards**

The Goods & Services to be provided by the supplier under this contract shall conform to the technical

specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections F and H of this document.

## **6. Packing and Marking**

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

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

### **Packing instructions:**

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections F and H and in SCC under Section D, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

## **7. Inspection, Testing and Quality Control**

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

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

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

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

inspections and tests again.

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

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

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

Goods accepted by the Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause15.

If required by the purchaser, Foreign supplier shall also have the equipment inspected by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

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

## **8. Terms of Delivery**

Goods shall be delivered by the supplier in accordance with the terms of delivery as follows:

a. The goods shall be supplied, unpacked, installed and commissioned at the designated location as per the Section M. The project has to be completed within 60 days from date of order. All costs including insurance, loading, unloading etc., shall be borne by the supplier.

## **9. Transportation of Goods**

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

## **10. Insurance:**

Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire goods contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the goods duly insured. The insurance cover shall be obtained by the Supplier and should be valid till installation, testing and commissioning of the equipment.

If the equipment is not commissioned and handed over to the consignee within stipulated period, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

## **11. Spare parts**

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

supplied by the supplier:

a. The spare parts as selected by the Purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b. In case the production of the spare parts is discontinued:

- i) Sufficient advance notice to the Purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts, etc. at the supplier's risk and cost and
- ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the Purchaser.

## **12. Incidental services**

Subject to the stipulation, if any, in the SCC (Section – D), List of equipment (Section– E) and the Technical Specification (Section – F), the supplier shall be required to perform the following services.

- i) Installation & Commissioning, Supervision and Demonstration of the goods and rectification of accidental damages occurred before handing over the system/site to Hospital authorities.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training to Doctors/Technicians on equipment in clinical aspects for operating and maintaining the equipment.
- iv) Supplying required number of operation & maintenance manual for the goods.
- v) Providing all the necessary as built drawings after the installation and commissioning.
- vi) Provide all software updates during warranty period without any additional cost.
- vii) All expenses required for Installation & Commissioning, Supervision, Demonstration and Onsite training shall be provided by the supplier to the Specialists/Doctors/Nursing Staff/Technicians etc, to whomsoever authorized by Hospital / HLL at the Clients site. The full expenditure, Boarding & Lodging, traveling of the necessary Service Engineers of Supplier and HLL Official if applicable, shall be at the scope of the supplier.

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

The supplier shall send all the relevant dispatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement.

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

Consignee Receipt Certificate as per Section M in original issued by the authorized representative of the consignee;

Two copies of packing list identifying contents of each package; Inspection certificate issued by the nominated Inspection agency, if any. Certificate of origin;

Insurance Certificate as per GCC Clause 10

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

#### **14. Work Completion Period**

Works shall be completed by the contractor within 60 days from date of order /handing over of site, whichever is later.

#### **15. Warranty**

The contractor warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The contractor further warrants that the work executed under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the contractor, that may develop under normal use of the executed works under the conditions prevailing in India.

This warranty shall remain valid for 5 year from the date of handing over entire facility and acceptance by the Purchaser/Hospital.

In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the contractor.

Upon receipt of such notice, the contractor shall, within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The contractor shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause form on rectification will be applicable as tender conditions.

In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

If the contractor, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the contractor and without prejudice to other contractual rights and remedies, which the purchaser may have against the contractor.

#### **16. CAMC:**

- a) Bidder shall offer price for CAMC **separately** in Section K of this tender (optional). The CAMC **shall not** be included in the price offered by the bidder in GEM and will not be part of the financial bid evaluation.
- a. CAMC shall be awarded at the discretion of Purchaser/Hospital at the end of the warranty period.
- b. The CAMC shall be for 5 years after completion of prescribed warranty period. The bidder shall specify whether the AMC service provider is bidder/OEM/Authorized agent of OEM/ Any third party. The address of the CAMC service provider shall be provided including contact details.
- c. Preventive Maintenance services during CAMC shall be rendered on quarterly basis with minimum gap between two services shall be not less than 90 days and not more than 115 days. In addition, all breakdown calls shall be attended to immediately and all major repairs shall be rectified within 7 calendar days from the date of intimation, as per tender, failing which, a penalty of Rs.50,000/- per day thereof is leviable until the equipment is repaired and commissioned to the satisfaction of the end user, For this purpose supplier shall carry sufficient inventories to assure prompt replacement of defective parts as per tender
- d. Breakdown calls shall be attended immediately and major complaints shall be rectified within 7



calendar days from the date of intimation. The breakdown calls shall not be combined with preventive maintenance calls.

- e. In case the performance of CAMC services is not satisfactory and found below the 95% uptime level, the Purchaser / Hospital has the right to source the maintenance services from other means/agency at the risk and cost of supplier including termination of contract and legal/penal actions.
- f. On receipt of CAMC order, the supplier shall furnish performance security for an amount equal to 3% of the CAMC value per annum in the form of Demand Draft or Performance Bank Guarantee, which will be renewed in term with value of every year till completion of CAMC period.
- g. The cost of CAMC includes preventive maintenance with required testing, calibration as per technical/service/operational manual, labour and spares. The supplier shall undertake preventive maintenance as recommended in the manufacturer's technical/service /operational manual, but minimum once in three months during the 5 years CAMC period for preventive maintenance.
- h. The cost of CAMC may be quoted along with taxes and duties applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- i. The payment of CAMC will be made once in every four months after satisfactory completion of said period, duly certified by Hospital authorities, but subject to valid Performance Security.
- j. There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.
- k. During the CAMC period, all software updates should be provided free of cost.

#### **17. Terms and Mode of Payment**

All Payments to be disbursed by the Client Department (Power Grid Corporation of India Limited) against recommendation of the Project Management Consultant (HLL) based on the tender terms & conditions.

The invoice shall be addressed to:

**Power Grid Corporation of India Limited**  
**Northern Region-III**  
**Plot No. 2A/INS2**  
**Awadh Vihar Yojana**  
**Amar Shaheed Path**  
**Lucknow, UP-226002**

Payment shall be made as given below: -

All Payments to be disbursed by the Client Department (POWER GRID CORPORATION OF INDIA LIMITED) according to the recommendation of the Project Management Consultant (HLL) based on the tender terms & conditions. The supplier shall submit to M/s POWER GRID CORPORATION OF INDIA LIMITED duly signed and HLL verified copy of the invoice. M/s POWER GRID CORPORATION OF INDIA LIMITED will be solely responsible for releasing the payment as per the payment terms and supplier undertaking letter (Section O).

- 1) 10% of LOA amount shall be released by POWERGRID as a Mobilization Advance (1<sup>st</sup> instalment) on submission of duly certified & recommended invoice by the concerned "Engineering Incharge" of HLL along with the Advance Bank Guarantee of 110% of payable amount in favour of M/s Powergrid Corporation and against the purchase order placed by HLL (on confirmation from bank, payment will be processed). The advance bank guarantee will be returned against the final settlement to the supplier.

- 2) 70% of LOA amount shall be released by POWERGRID as 2<sup>nd</sup> instalment on submission of following documents duly verified and certified by J.N. Medical College-AMU, Aligarh along with the 2 sets of original invoice copy duly certified and recommended by the concerned "Engineering In charge" of HLL along with documentary evidence and photographs as proof of receipt of material/ equipment against the Purchase Order. (Note: Incase if 10% advance is not availed by the contractor, 80% payment shall be released as a 2<sup>nd</sup> Installment).

Payment as per para 2 above shall be processed upon receipt of the following documents:

- a) Receipted Delivery Receipt, Packing List etc.
  - b) Guarantee/ Warranty Certificate
  - c) Manufacturer's certificate for quality of material
  - d) Transit Insurance Policy/ Certificate
  - e) Physical Verification and acceptance of material at J.N. Medical College-AMU, Aligarh.
- 3) 20% of LOA amount shall be released by POWERGRID as Final Settlement on submission of Final Acceptance Certificate (FAC) with due acceptance of taking over from " J.N. Medical College-AMU, Aligarh " and witnessing signature of concerned representatives from POWERGRID & HLL along with the 2 sets of original invoice copy duly certified and recommended by the concerned "Engineering Incharge" of HLL along with documentary evidence and photographs as proof of successful installation and commissioning of material / equipment shall be furnished against the Purchase Order.

#### **18. Delay in the contractor's performance**

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

Any unexcused delay by the contractor in maintaining its contractual obligations towards delivery of goods and performance of services shall render the contractor liable to any or all of the following sanctions:

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

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

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

- (a) The Purchaser shall recover from the contractor, by way of liquidated damages on the works, which the Contractor has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of applicable taxes or on account of any other tax or duty which may be levied in respect of the works specified in the contract, which takes place after the date of completion stipulated in the contract shall be admissible on such of the said works as are completed and performed after the date of the completion stipulated in the contract.

- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of applicable taxes or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of completion stipulated in the contract.

### **19. Liquidated damages**

If the contractor fails to complete the works within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 7.5% of the contract price or actual liability of the purchaser due to delayed works or total performance of the contractor, whichever is higher. Once the maximum is reached by the Purchaser may consider termination of the contract.

### **20. Termination for default**

The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the contractor, terminate the contract in whole or in part, if the contractor fails to execute works or perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser

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

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

### **21. Termination for insolvency**

If the contractor becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the contractor without any compensation, whatsoever, to the contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

### **22. Force Majeure**

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

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

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

### **23. Termination for convenience**

The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's)

convenience, by serving 7 days written notice on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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

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

#### **24. Governing language**

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

#### **25. Notices**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

#### **26. Settlement of Disputes**

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation. The Courts at Chennai alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

#### **27. Applicable Law**

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

**28.** "The supplier must coordinate with Powergrid regional and local representatives from the day one till completion of activities as per tender scope of work. Powergrid local representatives must sign the witness as a part of the "Final Acceptance certificate" as per template attached in the tender document (as per section N)

**Section - D**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**1. General requirement for eligibility:**

- a) In order to decide the responsiveness of tender, the Purchaser may ask the bidder for Demonstration of equipment/system, presentations, sample, etc. and the bidder shall arrange Purchaser's requirement as and when so asked, failing which the tender shall be deemed as non-responsive.
- b) The Licenses, Certifications, if any, required from the regulatory authorities in India with respect to this tender shall be produced along with the tender.
- c) All technical details, catalogue, application details, shall be provided along with the tender.
- d) Signed copy of Tender Document (all pages of Bid documents to be signed & stamped) by the Bidder as token of acceptance of the Terms & Conditions.
- e) Duly filled, signed and sealed forms as per the Annexures of the tender document.
- f) Duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act
- g) Copy of PAN Card. (self-attested Copy)
- h) GST Registration Certificate
- i) Certificate of incorporation / Memorandum of Article (self-attested copy)
- j) Last 3 financial years audited Profit & Loss, Balance Sheet duly certified by Chartered Accountant.
- k) EMD as per tender document. In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Security deposit within 7 days from the date of award / Letter of Intent / Notification of Award.
- l) One to one compliance statement to technical specification requirements against each item shall be provided along with the tender, with pamphlets/Catalogues.
- m) Acceptance test should be done at designated hospitals, prior to handing over of equipment.
- n) All details of pre installation and installation works along with schedules & drawings should be supplied within a week of award of order.

**2. Final Inspection**

The final inspection of the Goods will be done by the Technical Committee of the Purchaser and Hospital Authorities after installation and commissioning of the goods.

**3. Warranty:**

- a) 5 year as per Section E (LIST OF REQUIREMENTS) for comprehensive warranty as per Conditions of Contract of the TE document for complete equipment from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution.
- b) 95% uptime Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365(days) basis.
- c) All software updates should be provided by the supplier free of cost during Warranty period.

**4. Aftersales Service:**

After sales service center should be available at on 24 (hrs) X 7 (days) X 365 (days) basis. Breakdowns/Complaints should be attended within 8 hrs. An undertaking by the Manufacturer shall accompany the tender that the spares for the equipment shall be available for at least 5 years + 1 year defect liability period from the date of supply

**SECTION E**  
**LIST OF REQUIREMENTS**

<b>SL NO</b>	<b>Description</b>	<b>Qty (Nos/Set)</b>
1	Abdominal and Pelvic Retractors	1
2	Hydrojet	4
3	Ureteroscope 8Fr - Semi rigid, Laparoscopy Instruments & Accessories, 18Fr Nephroscope, 30 Deg 4mm telescope	Mentioned in Spec
4	Intestinal Staplers, Clips and Sutures, Flexible Cystoscope for Bladder Scanning, Surgical instruments and Anesthesia Accessories	Mentioned in Spec

**SECTION F**  
**Technical Specification**

<b>Category 6</b>	
<b><u>Procurement of General Instruments &amp; Equipment for OT</u></b>	
<b>01. <u>Technical Specification Abdomen &amp; Pelvic Retractor</u></b>	
<b>Product Description</b>	<b>Qty.</b>
<b>Abdomen &amp; Pelvic Multi tract Retractor</b>	01 Set
<b><u>TENDER SPECIFICATION FOR SURGICAL INSTRUMENTS</u></b>	
• All surgical instruments should be USFDA / CE-4 digit certified Certificate should be necessarily provided with the tender.	
• All instruments should be manufacture by ISO 9001:2015, ISO 13485:2016, ISO 45001:2018 and ISO 7153-1-2016, & WHO–GMP certified company.	
• The Hardness of the Instruments Concerning the Lengths and Bands are demanded.	
• Laser marking along with catalogue code should be on the instruments	
• Bidder should submit original literature/broacher of Quoted Model, Technical compliance detail & should clearly demonstrate having any deviation between technical of the quoted model. Specifications & broacher/literature	
• No rates should be quoted on this catalogue.	
• Certificate of Quality from the manufacturer is to be provided with the tender as also with the instruments.	
. All instruments should be the same OEM & made by steel grade AISI 410 and 420, Also Test reports should be submitted with tender document/at the time of sample.	
• All instruments should be reflection free for better vision & long lasting due to high surface hardness, Light Weight & user friendly.	
. All Needle holder forceps should have adequate balance and light closing pressure to minimize user fatigue and damage to needles and sutures.	
.ALL Scissors Should be Well-Balanced Surgical Scissors. Scissors Confer Maximum Hard Tissue Cutting Strength In All Types of Soft Tissue With Minimal Force,	
• The sizes of the instruments are approximate and up to 5% variation in the size.	
• The sterilization container should be same OEM. & HEAVY DUTY AND SEAMLESS Made of 304 SS GRADE stainless steel	
• Demonstration should be compulsory for required instruments.	
<b><u>SPECIFICATION FOR MULTITRACT RETRACTOR SYSTEM</u></b>	
1. The retractor system should consist one set of following:	
Elite rail clamp with 2 cam joints 26"	02 No
Bilateral gosbor-7 1/4x 13 1/2" x 7 1/4"	01 No
Bilateral gosbor-11" x8" 1/2" x 11"	01 No
18" hanged arm8" x10"	03 No
S-lock micro adjustment clip on angling 10"	01 No
S-lock cam clip non angling 8"	03 No
Angling head wrench	01 No
Malleable blades 13 mm x 90 mm	01 No

Malleable blades 13 mm x 52 mm	01 No
Malleable blades 13 mm x 203 mm	01 No
Malleable blades 25 mm x 203 mm	01 No
Malleable blades 25 mm x104 mm	01 No
Malleable blades 51 mm x 203 mm	01 No
Malleable blades 64 mm x 254 mm	01 No
Malleable blades 76 mm x 254 mm	01 No
Malleable blades 102 mm x 254 mm	01 No
Balfour blades 76 mm x 51 mm	01 No
Balfour blades 83 mm x 76 mm	02 No
Wide balfour blades 83 mm x 57 mm	01 No
Wide balfour blades 102 mm x 57 mm	01 No
Wide balfour blades 114 mm x 57 mm	01 No
St mark blade 64 mm x 178 mm	01 No
Harrington blades 64 mm x152 mm	01 No
Kelly blades 64 mm x 76 mm	01 No
Kelly blades 76 mm x 89 mm	01 No

## 02. Technical Specification for Hydrojet

Product Description	Qty.
<b>Hydrojet</b>	<b>04Nos.</b>
<b><u>Specifications for Irrigation and Suction system</u></b>	
· The unit should be microprocessor controlled.	
· It should have an LCD touch screen display indicating Set Pressure as well as Accurate Pressure and Flow.	
· It should utilize Isolated Liquid Pressure Monitoring Technology to prevent fluid from entering the unit.	
· It should incorporate Disposable/isolated Pressure transducers to avoid Patient Fluid Contamination.	
· It should include a mode for Priming / Flush to remove air bubbles from tubing during initialization.	
· It should display an Indicator for the amount of consumed fluid during the procedure.	
· The unit should offer Surgery Specific Custom Modes for Hysteroscopy, Laparoscopy, Arthroscopy & Urology.	
· The unit should provide a Flow rate of 2000 ml per minute and Pressure of 400 mmHg.	
· It should conduct a complete self-diagnosis during power-on and display an error code with its solution if any fault is detected.	
· The unit should feature built-in noiseless suction for laparoscopy surgery.	
· It should enable simultaneous operation of Irrigation and Suction using trumpet suction without the need for an additional footswitch.	
· The unit should be supplied with 2 suction canisters of 3L each with Tubing.	
· It should come with a Trolley for easy mobility.	
· The unit should be supplied with an autoclavable irrigation tubing set.	
· It should be certified according to ISO 13485:2016 & ISO 9001:2015 standards.	
· The unit should have a European CE Certificate/ USFDA approved	
· It should comply with IEC 60601-1, IEC 60601-2, IEC 60601-2-41 standards.	
· Should have CDSCO Registration.	



### 03. Technical Specification for Ureteroscope 8 Fr Semi Rigid, Laproscopic Instruments, Endo Urology ,18 Fr Nephroscope,30 Degree 4mm Telescope & Disposable accessories

Description	Qty.
Forward-Oblique Telescope 30°, enlarged view, diameter 10 mm, length 31 cm, autoclavable, fiber optic light transmission incorporated	1
Straight Forward Telescope 0°, enlarged view, diameter 5 mm, length 29 cm, autoclavable, fiber optic light transmission incorporate	1
Bowel Grasper, rotating, with connector pin for unipolar coagulation, size 5 mm, length 36 cm, fenestrated, double action jaws	2
Grasping Forceps, rotating, with connector pin for unipolar coagulation, size 5 mm, length 36 cm, atraumatic, jaws with multiple teeth, fenestrated, single action jaws,	2
Grasping Forceps, jaws with multiple teeth rotating, connector pin for unipolar coagulation, size 5 mm, length 36 cm, single action jaws	2
Dissecting Forceps, rotating, right angled, size 10mm length 36 cm, double action jaws	2
Dissecting and Grasping Forceps, rotating, with connector pin for unipolar coagulation, size 5 mm, length 36 cm, right angled, double action jaws	2
Coagulating and Dissecting Electrode, L-shaped, with connector pin for unipolar coagulation, size 5 mm, working length 36 cm	2
Unipolar High Frequency Cord, with 4 mm plug, length 300 cm,	2
Suction and Irrigation Tube, with lateral holes, with two-way stopcock for single-hand control, size 5 mm, length 36 cm	2
Injection Needle, LUER-lock, diameter 1.2 mm, size 5 mm, length 36 cm.	2
Puncture Needle, LUER-lock, diameter 1.6 mm, size 5 mm, length 36 cm,	2
Macro Needle Holder, ergonomic handle with ratchet, left curved jaws, with tungsten carbide inserts, ø 5 mm, length 33 cm for use with suture material 0/0-7/0	2
Macro Needle Holder, ergonomic handle with ratchet, right curved jaws, with tungsten carbide inserts, size 5 mm, length 33 cm, for use with suture material 0/0-7/0	2
Dismantling Fan Retractor, distendable, size 5 mm, length 36 cm	1
Dismantling Fan Retractor, distendable, size 10 mm, length 36 cm.	1
Trocar, size 13.5 mm	1
Trocar, size 11 mm,	2
Trocar, size 6 mm,	4
Scissors, rotating, dismantling, with connector pin for unipolar coagulation, with LUER-Lock connector for cleaning, double action jaws, curved, length of jaws 15 mm, size 5 mm, length 36 cm	2
Scissors, rotating, size 5 mm, length 36 cm, serrated, curved, conical, with connector pin for unipolar Coagulation, double action jaws	2
Endoflator 40-45 Litre completely microprocessor control, with touch screen	1
Insufflation Tube,	1
High Pressure Hose, american connection / pin-Index connection (CO2), length 102 cm	1
Insufflators In-Line Filter	1
Forward-Oblique Telescope 30°, enlarged view, diameter 4 mm, length 30 cm, autoclavable, fiber optic light transmission incorporated	2

Nephroscope Wide Angle Straight Forward Telescope 6°, 18 Fr., with parallel eyepiece, autoclavable, fiber optic light transmission incorporated with 13.7 Fr. working channel, with LUER-Lock connector for inflow	1
Operating Sheath, 22 Fr., for continuous irrigation and suction, with rotatable irrigation stopcock	1
Hollow Obturator and Fascial Dilator	1
Telescope Bridge, with 2 lockable channels	1
Uretero-Renoscope, 7.5 - 8 Fr., 6°, length 43 cm, distal tip 7 Fr., instrument sheath 8 Fr., one-step, 12 Fr., autoclavable, with angled eyepiece, fiber optic light transmission incorporated	1
Grasping Forceps for stone fragments, double action jaws, 4 Fr., rigid, length 60 cm	1
Grasping Forceps for large stone fragments, double action jaws, 4 Fr., rigid, length 60 cm	1
One Step Dilator, with central channel for guide wires, for use with 1 5/16 Fr. Operating Sheaths	1
Operating Sheath, 15/16 Fr., working length 15 cm, for continuous irrigation and suction for use with Nephroscope for MIP	1
Optical Grasping Forceps, double action jaws	1
Coagulating Electrode, 3 Fr., unipolar, length 53 cm	1
Optical Biopsy Forceps, double action jaws	1
Optical Scissors, double action jaws	1
"Cystoscope-Urethroscope Sheath, 19 Fr.	1
Specifications	
· All items quoted must be US-FDA and European-CE approved from notified body.	
· All items quoted must be from a single world-class manufacturer.	
· No local items are allowed.	
· All items must be compatible with existing Set in OT.	
<b>04. Disposable Accessories and Consumables: -</b>	
<b><u>Specifications for Intestinal Staplers, Clips and Sutures, Flexible Cystoscope, Surgical Instruments, Anaesthesia Accessories &amp; Equipments</u></b>	
<b>Technical Specifications Intestinal Staplers, Clips and Sutures</b>	
Sterile Endo Linear Cutter Articulating Reloading unit 45 mm with staple height of 3.5mm	6
Sterile Endo Linear Cutter Articulating Reloading unit 45 mm with staple height of 2.5mm	6
Sterile Endo Linear Cutter Articulated Reloading unit 45 mm with sequential staple height of 3.0mm, 3.5mm & 4.0mm	6
Sterile Linear Cutter Cartridge (with knife) in 60mm of staple height 3.85mm (BLUE)	60
Large Polymer Ligating Clip (6 clips/cartridge), Purple	60
Extra Large Polymer Ligating Clip (6 clips/cartridge), Gold	20
Titanium Ligating Clip Size-100(small) 6 Clips Cartidge-Blue	60
Titanium Ligating Clip Size-200(medium) 6 Clips Cartidge White	20
Titanium Ligating Clip Size-300(medium large) 6 Clips Cartidge-Grey	40

Titanium Ligating Clip Size-100(large) 6 Clips Cartidge Yellow	40
Laparoscopic Applicator Medium Large -34cm-300	1
Laparoscopic Applicator Large -34cm-400	1
IH-POLYGLACTIN 910 T PLUS VIO 1 X 90-40MM HC RB	60
IH-POLYGLACTIN 910 T PLUS VIO 2-0 X 90-30MM HC RB	60
POLYDIOXANONE VIO 1 X 150-50MM HC RB LOOP	60
POLYAMIDE BLK 2-0 X 70-45MM CU RC	60
SILK BLK 1 X 76-60MM CU CT	60
IH-POLYGLANTIN 910 T PLUS VIO 0 X 90-40MM HC RB	60
IH-POLYGLACTIN T PLUS VIO 3-0 X 90-20MM HC RB	60
POLYDIOXANONE VIO 3-0 X 70-20MM HC RB	60
BARB POLYDIOXANONE VIO 2-0 X 45-26MM HC RB UD	20
BARB POLYDIOXANONE VIO 3-0 X 45-19MM CU RC UD	20
IH-POLYGLACTIN 910 T PLUS VIO 1 X 35-23MM HC RC	20
SKIN STAPLER MEDICAL GRADE 316L STAINLESS STEEL MEDICAL 35PIN	24
<b><u>Technical Specifications for Flexible Cystoscope</u></b>	
• Tip should have more smoother edges that allows for comfortable and smoother insertions.	
• It Should have 120 degree field of view to provide panoramic field of view of the entire from bladder neck	
• Insertion Tube Outer Diameter should be around 16.5Fr (5.5mm) or less.	
• Direction of view should be forward viewing.	
• Instrument Channel should be around 7.2Fr (2.4mm) or more.	
• Total length of Flexible Cystoscope should be approx. 650mm – 650 mm or more	
• Should have leakage testing port for routine maintenance	
• Should be supplied with leakage tester, Biopsy and Grasping forcep.	
• Should be supplied with compatible light guide cable-1 pc.	
<b><u>Technical Specifications for Surgical Instruments</u></b>	
• All surgical instruments should be USFDA / CE-4 digit certified Certificate should be necessarily provided with the tender.	
• All instruments should be manufacture by ISO 9001:2015, ISO 13485:2016, ISO 45001:2018 and ISO 7153-1-2016, & WHO–GMP certified company.	
• The Hardness of the Instruments Concerning the Lengths and Bands are demanded.	
• Laser marking along with catalogue code should be on the instruments	
• Bidder should submit original literature/broacher of Quoted Model, Technical compliance detail & should clearly demonstrate having any deviation between technical of the quoted model. Specifications & broacher/literature	
• No rates should be quoted on this catalogue.	
• Certificate of Quality from the manufacturer is to be provided with the tender as also with the instruments.	
. All instruments should be the same OEM & made by steel grade AISI 410 and 420, Also Test reports should be submitted with tender document/at the time of sample.	
• All instruments should be reflection free for better vision & long lasting due to high surface hardness, Light Weight & user friendly.	
. All Needle holder forceps should have adequate balance and light closing pressure to minimize user fatigue and damage to needles and sutures.	
.ALL Scissors Should be Well-Balanced Surgical Scissors. Scissors Confer Maximum Hard Tissue Cutting Strength In All Types of Soft Tissue With Minimal Force,	
• The sizes of the instruments are approximate and up to 5% variation in the size.	

• The sterilization container should be same OEM. & HEAVY DUTY AND SEAMLESS Made of 304 SS GRADE stainless steel	
• Demonstration should be compulsory for required instruments.	
<b>Product Description</b>	
Balfour Abdominal Retractor	1
Needle Holder Fine debakey 8"	1
Needle Holder Fine Ryder 8"	1
Debakey Vasucular Forcep 1.5mm 6"	1
Debakey Vascular Forcep 2.7mm 6"	1
Satinsky Vascular Clamp(Adult) 8"	1
Satinsky Vascular Clamp(Paed) 6"	1
Mixter Artery Forcep(Right Angled) 10"	1
Mixter Artery Forcep(Right Angled) 8"	1
<b>Anaesthesia Accessories &amp; Equipments</b>	
<b>Technical Specification for I - Gel</b>	1
• Should have 15mm connector - Reliable connection to any standard catheter mount or connection	
• Should have proximal end of gastric channel	
• Should have clearly displayed product information - For quick easy reference Includes confirmation of Size and weight guidance	
• Should have Position guide ( <i>adults sizes only</i> ) - Easy confirmation of optimum insertion depth	
• Should have Gastric channel - to incorporate a gastric channel (except size 1). It provides an early warning of regurgitation, allows for the passing of a nasogastric tube to empty the stomach contents and facilities venting	
• Should have Integral bite block - Reduces the possibility of airway channel occlusion	
• Should have buccal cavity stabiliser - Aids insertion and reduces the potential for rotation	
• Should have Epiglottis rest - Reduces the possibility of epiglottis 'down folding' and airway obstruction	
• Should have Non-inflatable cuff - Eliminates the need for cuff inflation after insertion, allowing easy and rapid insertion and reduced trauma	
• Distal end of gastric channel	
<b>Technical Specifications for Binocular Loupe</b>	1
• Should have 3.5x magnification.	
• Should give bright, colour corrected crisp image with super wide at least 65mm view and super deep view at least 60mm.	
• Should be water resistant.	
• Working distance should be of 420mm.	
• Should have the Individual Inter Pupillary adjustment for left & right optics for perfect PD adjustment.	
• Should be with the mount provides any angle of view and flip up options.	
• Optics should be super light with weight not more than 85 grams.	
• Should be mounted on light weight Carbon-Kynetium Frame with tough polycarbonate protective lenses	
• Optional clip-in correction frame for prescription lenses.	
<b>Technical Specification for cautery Patient plate</b>	1
• Patient plate should be on principle of capacitive of RF current	

• Patient plate should be gel free	
• Patient plate should be reusable	
• Patient plate should be biocompatible silicon based composition	
• Connection ports should be available on 4 corners for easy access	
• Pad size should be 980mm(long)x450mm(wide)	
• Pad thickness : at least 9mm	
• Pad weight : at least 4.7 kg	
<b><u>Technical Specifications for Head Light LED</u></b>	1
Headlight with Ultra Bright Coaxial Illumination with illumination of 90,000 lux mounted on headband with soft padding for comfort.	
Should have a variable illumination spot size which can be adjusted from 30mm to 80 mm at 420mm working distance.	
Light intensity that can be varied steplessly.	
Should have the colour temperature of 5500K.	
Should have the colour rendering index value of more than 90 and special index for red colours R9>75 to ensure true colour tissues.	
Should have a typical LED Operating time of 50,000 hours.	
Should be mounted on comfortable headband with portable battery with medical grade plug in transformer.	
Should have Li-Ion rechargeable battery once fully charged should last for more than 8 hours with continuous on time at full power.	
Should have a 5 step battery level display should be present at the battery which is useful to indicate the charge level.	
Should be IEC-60601, European CE/ USFDA certified.	
Should have a warranty of 3 years.	
<b><u>Technical Specifications for Patient Warming System</u></b>	1
• The blanket should be Flexible, Very Thin, Water Proof, and Shock Proof.	
• It should be very user friendly.	
• It should have Warm Safe technology for absolute safety of the patient.	
• It should prevent thermal injury to the patient during prolonged use of the blanket below patient. It should relieve the Anesthetics / Surgeons from the fear of Ischemia caused due to pressure.	
• It should have a blanket that can be placed below the patient during procedure or at any time, to keep the patient warm.	
• It should have Servo Proportionate Heating System.	
• A controller should have feather touch keys for setting of temperature.	
• It should have at least 3 digit LED display to show mattress temperature.	
• It should be water proof, shock proof.	
• The unit should be provided along with a trolley.	
• It should be provided with over temp alarm & auto cut off facility.	
• It should be provided with 2 Autoclavable cotton mattress covers.	
• It should be light weight, easily foldable, easy storage.	
• Unit should work on 34 VAC +/- 10% 50hz. Isolated current for Operation Theatre as well as in ICU.	
• Display should indicate the Set temperature and temperature of the warming mattress.	
• It should be provided with Mattress sensor.	
• It should have sensor fitted in mattress to ensure the accurate temperature control.	
• Temp. Range: 26°C - 42°C, Over Temperature cutoff at 38.5°C.	
• Accuracy of unit should be ± 0.5°C.	
• Temperature should display in degree Centigrade.	

· It should have feather touch key for Set temp.; UP key; Down Key.	
· It should be a single connector system. Length of wire should be more than 1.5 meter.	
· It should not use metal coil as a heating device.	
· Size of the mattress 500 mm X 1300 mm. Thickness of mattress must be below 25 mm.	
· Indicators for Error: Sensor Fail; Over temperature.	
· It should not require any disposable accessories.	

**SECTION G**  
**FORMS AND DECLARATION**  
**1. FINANCIAL STATEMENT**

**Name & Address of bidder:**

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

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

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

<b>Signature and stamp of Chartered Accountant</b>	<b>Signature and stamp of the bidder</b>

## 2. PERFORMANCE STATEMENT

(For the period of last three years)

Tender Reference No. : \_\_\_\_\_  
Date of opening : \_\_\_\_\_  
Order cross reference No. : \_\_\_\_\_  
Name and address of Purchaser : \_\_\_\_\_  
Country of origin, Name and address  
Of the manufacturer/bidder : \_\_\_\_\_

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily
				As per contract	Actual		
1	2	3	4	5	6	7	8

Date:

**Signature and seal of the Purchaser**

**NB: Satisfactory performance certificate from clients to be enclosed**



### **3. CATEGORY DETAILS OF ORGANIZATION**

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

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

\*The Udyog Aadhar no of the bidder .....

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

**4. SELF DECLARATION – MAKE IN INDIA PREFERENCE**

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

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

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

Seal and Signature of Authorized Signatory

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

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

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

**AUTHORISED SIGNATURE:**

**DATE:**

**Seal / Stamp of Bidder**

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

**6. REQUISITION FORM FOR E-PAYMENT**  
**(In the company letter with sign & seal)**

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

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

**Name of Bidder**

Place:

Date:

(Attach Scanned copy of Cancelled cheque of above bank)

## 7.SELF-DECLARATION NON BLACK LISTED

To,

**Vice President (Procurement Services)**  
**HLL Lifecare Limited**  
**HLL Bhavan, Poojappura**  
**Thiruvananthapuram-695012**  
**Kerala, India**  
**Tel:+91 4712354949 (EXT 242/272/273)**  
**Email-sdrbdsouth@lifecarehll.com**

Dear Sir,

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

Date:

Signature:

Place:

Name:

Designation:

Seal:

## 8. NO DEVIATION CERTIFICATE

To

Vice President (Procurement Services)  
HLL Lifecare Limited  
HLL Bhavan, Poojappura  
Thiruvananthapuram-695012  
Kerala, India  
Tel:+91 4712354949 (EXT 242/272/273)  
Email-sdrbdsouth@lifecarehll.com

**Subject:- No Deviation Certificate for Procurement of Medical Equipments**

**Tender Ref.No. HLL/PSD/2024-25/TENDER/108 DT: 28.11.2024**

Dear Sir,

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

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

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

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

**Name and seal of Bidder**

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

## 9. ACCEPTANCE FORM

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

From

To

**Vice President (Procurement Services)**  
**HLL Lifecare Limited**  
**HLL Bhavan, Poojappura**  
**Thiruvananthapuram-695012**  
**Kerala, India**  
**Tel:+91 4712354949 (EXT 242/272/273)**  
**Email-sdrbdsouth@lifecarehll.com**

### **Tender Ref.No.:HLL/PSD/2024-25/TENDER/108 DT: 28.11.2024**

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum No.\_\_\_\_\_, dated\_\_\_\_\_(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (Description of goods and services) in conformity with your above referred document, as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - D – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB clause 8.5, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

Yours faithfully,

**SIGNATURE OF THE BIDDER WITH SEAL**

## **10. COMPLETION PERIOD**

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

Procurement of General Instruments & Equipment for OT to J.N. Medical College, A.M.U, Aligarh Under CSR Initiative of Powergrid within a period of 60 Days from the date of Letter of Intent/Work Order or Site Clearance (whichever is later), irrespective to the no. of sites awarded.

**SIGNATURE OF THE BIDDER WITH SEAL**



**SECTION H**  
**MAKE / MODEL / HSN CODE OF EQUIPMENTS**

<b>SL NO</b>	<b>Description</b>	<b>Qty (Nos/ Set)</b>	<b>Quoted (Yes/No)</b>	<b>Make</b>	<b>Model</b>	<b>HSN CODE</b>
1	Abdominal and Pelvic Retractors	1				
2	Hydrojet	4				
3	Ureteroscope 8Fr - Semi rigid, Laparoscopy Instruments & Accessories, 18Fr Nephroscope, 30 Deg 4mm telescope	Mentioned in Spec				
4	Intestinal Staplers, Clips and Sutures, Flexible Cystoscope for Bladder Scanning, Surgical instruments and Anesthesia Accessories	Mentioned in Spec				

SECTION – I

A) MANUFACTURER'S AUTHORISATION FORM

---

To

Vice President (Procurement services)  
HLL Lifecare Limited  
HLL Bhavan, Poojappura  
Thiruvananthapuram-695012  
Kerala, India  
Tel:+91 4712354949 (EXT 242/272/273)  
Email-sdrbdsouth@lifecarehll.com

Dear Sir,

**Tender Ref. No. HLL/PSD/2024-25/TENDER/108 DT:28.11.2024**

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_  
(name and description of the goods offered in the tender) having factories at \_\_\_\_\_,  
hereby authorize Messrs \_\_\_\_\_ (name and address of the agent) to submit a  
tender, process the same further and enter into a contract with you against your requirement as  
contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_  
\_\_\_\_\_ (name and address of the above agent) is authorized to submit a  
tender, process the same further and enter into a contract with you against your requirement as  
contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General  
Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods  
and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of  
Messrs

---

[Name & address of the manufacturer]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be  
signed by a person competent and having the power of attorney to legally bind the Manufacturer.

**CONSORTIUM AGREEMENT**  
**(In Rs. 100 Non Judicial Stamp Paper)**

This Consortium agreement (hereinafter referred as "Agreement") is entered on this the day of, 20 \_\_\_\_\_ by and between;

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_, incorporated as company under companies Act 1956 (hereinafter referred as "Lead Partner") which the expression shall unless otherwise include all its successors and permitted assigns and represented by \_\_\_\_\_ in the capacity of \_\_\_\_\_ of the FIRSTPART.

AND

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_, incorporated as company under companies Act 1956 (hereinafter referred as "Second Partner") which the expression shall unless otherwise include all its successors and permitted assigns and represented by \_\_\_\_\_ in the capacity of \_\_\_\_\_ of the SECOND PART.

For the purpose of this Agreement both the "Lead Partner" as well as "Second Partner" are collectively called "Partners" and individually called "Partner".

Whereas –

- a. HLL Lifecare Limited (Purchaser/HLL) has floated a tender vide Tender No: \_\_\_\_\_ for setting up of \_\_\_\_\_ on turnkey basis at \_\_\_\_\_.
- b. As per the Tender document, bids are to be submitted by any Consortium which will be considered; provided such bids fulfill all the specific requirements in that regard.
- c. Now the Parties to this Agreement decided to form a Consortium to participate in the Tender.
- d. AND WHEREAS the bid is being submitted based on the consortium agreement being these presents and the bid with its bid forms and submission documents in accordance with the requirement of tender document conditions and requirements have been signed by all the partners and submitted to HLLlifecareLtd.,

**NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS**

1. That the Parties to this Consortium do hereby agrees to participate in the Tender in the name and style of " \_ " (hereinafter referred as "Consortium").
2. **Scope:** Purpose of this Agreement is to participate and submit all necessary bid documents against the Tender floated by HLL and in case of award, supply the tendered items listed below as against each

partner.

Sl. No.	List of Equipment	Qty in Nos

3. **Tenure:** This Agreement shall be valid till the date of either rejection of the Bid submitted by this Consortium against the Tender floated by the HLL or till the expiry of the Contract entered between the Consortium members and HLL in case of award of the Tender to this Consortium.

4. In consideration of the bid submission by us to HLL, pre-qualification of our technical bid by HLL if considered acceptable, submission of price bid by us and the award of contract by HLL to the Consortium (if selected by ), we the partners to the Consortium, hereby agree that M/s shall act as the Lead Partner for self, and for and on behalf of Partner – II and further declare and confirm that shall be solely bound to HLL for execution of the contract in accordance with the contract terms and shall perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the Consortium.

5. The Lead Partner shall be solely responsible for Management of all the works to be undertaken under the tender and it shall be the nodal point for HLL for queries, purchase orders, installation and payments.

6. In case of any breach of the said Contract by any of the partners of the Consortium, we hereby agree to be fully responsible for the successful execution/ performance of the Contract in accordance with the terms of the Contract.

7. Further, if HLL suffers any loss or damage on account of any breach of the Contract or any shortfall in the completed work meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead Partner under takes to promptly make good such loss or damage caused to HLL, on HLL's demand without any demure. HLL shall have the right to proceed against.

8. The financial liability of the partners to this Consortium Agreement, to HLL with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.

9. It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligationsofeachofthepartnersshallbeasdelineatedinthisagreement.

Itisfurtheragreedbythepartnersthattheabovesharingofresponsibilitiesandobligationsshallnot in any way be a limitation of the joint and several responsibilities of the partners under the Contract.

**10. Obligations of the Second Partner**

- a. That, the Second Partner ensures the procurement and supply of the items listed above.
- b. That, the Second Partner ensures to provide necessary training to the staffs employed in respective training centers operating under the provisions of the contract signed between the Consortium and HLL.
- c. That, the Second Partner agrees to provide necessary repairers and replacements for supplied items, if any found defective during the tenure of the agreement between the Consortium and HLL Provided such defects have incurred due to any breakage or manufacturing defect and must be pointed out by the Lead Partner to the Second Partner in writing within 3 days from the date of identification of such defect.

11. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Chennai shall have exclusive jurisdiction in all matters arising there under.

12. In case of award of contract, we the partners to this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee (if any) in favour of the HLL from a bank acceptable/ approved by HLL for a value as stipulated in the Contract Award.

13. It is further agreed that this Consortium Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Consortium members discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

**For M/s** \_\_\_\_\_

**For M/s** \_\_\_\_\_

**Authorized Signatory**

**Authorized Signatory**

Witness 1:

2:

**SECTION – J**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

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

Bank Guarantee No. .... Date.....

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

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

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

(or)

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

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

**Or**

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

(or)

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

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

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

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the

Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

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

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

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

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

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

**Notwithstanding anything contained herein:**

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

**2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.**

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Note :**

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

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

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

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

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

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

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



## 7. BANK GUARANTEE FORM FOR ADVANCE PAYMENT

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

Bank Guarantee No. ....

Date.....

NOA / Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide Notification of Award issued on ..... (*insert date of the notification of award*)....by you to M/s ..... (*Name of Contractor*) .....

(OR)

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

having its Principal place of business at .....(*Address of Contractor*) ..... and Registered Office at .....(*Registered address of Contractor*) ..... ("the Contractor") concerning ..... (*Indicate brief scope of work*) ..... for the complete execution of the ..... (*insert name of Package along with name of the Project*).....

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an interest bearing Advance Payment(s) against furnishing of an irrevocable bank guarantee for an amount of .....(*Amount in figures and words*) .....

By this letter we, the undersigned, .....(*insert name & address of the issuing bank*) ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....(*insert address of registered office of the bank*)..... do hereby irrevocably guarantee repayment of .....(*Amount of the bank guarantee in figures and words*)..... upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment(s) and the accrued interest on the Advance Payment(s), taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment(s) is received by the Contractor up to ninety (90) days beyond the date on which the entire Advance Payment(s) along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to ninety (90) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. .... on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the date of Completion of the Facilities by the Employer i.e. upto and inclusive of ..... (*dd/mm/yy*).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) [ \_\_\_\_\_ (value in words) \_\_\_\_\_ ].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Note:**

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

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

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

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

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

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

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

**Section-K**

**PRICE SCHEDULE**

**(In the letter of the company)**

As per BoQ ,to be uploaded in GEM portal

**IMPORTANT NOTE –**

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

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

Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for all the items (Total value wise evaluation). The bidder should quote for all the items.

<b>OPTIONAL</b>						
<b>COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**</b>						
Sl.	Name of the Equipment	6th year (Amt in Rs.)	7th year (Amt in Rs.)	8th year (Amt in Rs.)	9th year (Amt in Rs.)	10th year (Amt in Rs.)
01						

**(In the letterhead of the company)**

**Shall not be included in the product price bid in GEM**

**\* \*After completion of 1-year Warranty period.**

NOTE: -

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

**Business Address** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Bidder** \_\_\_\_\_

**Seal of the Bidder** \_\_\_\_\_

**SECTION – L**  
**CONTRACT FORM –**

**CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**

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

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

**NOW THE AGREEMENT WITNESS AS FOLLOWS:**

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

Sr. No	Name of Equipment	Qty	Total CAMC Amt in Rs. (Excl applicable GST)				
			6 <sup>th</sup> year	7 <sup>th</sup> year	8 <sup>th</sup> year	9 <sup>th</sup> year	10 <sup>th</sup> year

4. Payments shall be made by HLL/HLL's Client to Supplier as per the Purchaser's tender document, \_\_\_\_\_hereby covenant with the *Purchaser* to provide the Comprehensive Annual Maintenance Services in conformity in all respects with the provisions of the *Contract* and the orders referred above.
5. The rates indicated cover all charges towards cost of spare parts, transportation and installation charges, cost of travel, boarding, lodging and expenses related to service personnel and other expenses related to maintenance of the equipment. No claim whatsoever will be entertained.
6. It is agreed that the rates indicated hereunder will be firm during the contract period and the contract period is for 5 years from .(date of expiry of 5 years warranty period)
7. Performance security shall be submitted by way of Bank Guarantee valid till [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. [(fill amount) equivalent to 3 % of the cost of the total CAMC value.
8. It is agreed that\_\_\_\_\_will provide preventive maintenance call at least one visit in four months and the gap between any two Preventive Maintenance should not be less than 90 days and not more than 115 days and attend all breakdown calls, within the time limit prescribed in the tender. In

addition, all breakdown calls shall be attended to immediately and all major repairs shall be rectified within 7 calendar days from the date of intimation, as per tender, failing which, a penalty of Rs.50,000/- per day thereof is leviable until the equipment is repaired and commissioned to the satisfaction of the end user, For this purpose you shall carry sufficient inventories to assure prompt replacement of defective parts as per tender.

9. It is agreed that the failure to attend to any breakdown calls within the prescribed time limit will attract penalty as stipulated in the CAMC order.

10. Uptime guarantee of 95% shall be maintained by \_\_\_\_\_ on annual basis taking into consideration the number of actual working hours and working days of the centre.

11. Purchaser reserves its rights to get the maintenance services done through any other agency at your full risk and cost and also to take appropriate penal action including termination of the contract, if the performance of services is found not satisfactory and below the 95%uptimelevel.

12. All disputes arising out of this agreement would be settled by arbitration by a sole arbitrator to be appointed by the CMD Of Purchaser

13. All disputes arising out of this agreement will be subjected to the jurisdiction of Chennai only.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said .....(For the HLL/HLL'sClient)

in the presence of .....

Signed, Sealed and Delivered by the

Said .....(For \_\_\_\_\_)

in the presence of .....

**SECTION – M**

**CONSIGNEE RECEIPT CERTIFICATE**

**(To be given by consignee's authorized representative)**

The following store (s) has / have been received in good condition:

- (i) Contract No & date : \_\_\_\_\_
- (ii) Supplier's Name : \_\_\_\_\_
- (iii) Consignee's Name &Address with  
telephone No.& Fax No. : \_\_\_\_\_
- (iv) Name of the item supplied : \_\_\_\_\_
- (v) Quantity Supplied : \_\_\_\_\_
- (vi) Date of Receipt by the Consignee: \_\_
- (vii) Name and designation of Authorized  
Representative of Consignee : \_\_\_\_\_
- (viii) Signature of Authorized Representative of Consignee with  
Date : \_\_\_\_\_
- (ix) Seal of the Consignee : \_\_\_\_\_

**SECTION – N**

**Proforma of Final Acceptance Certificate by the Consignee**

Date \_\_\_\_\_

**To**

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name:

**This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.**

- (a) Contract No \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the equipment(s)/plants: \_\_\_\_\_
- (c) Equipment(s)/plant(s) nos.: \_\_\_\_\_
- (d) Quantity: \_\_\_\_\_
- (e) Bill of Loading/Air Way Bill/Railway Receipt/Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_
- (f) Name of the vessel/Transporter: \_\_\_\_\_
- (g) Name of the Consignee: \_\_\_\_\_
- (h) Date of commissioning and proving test: \_\_\_\_\_

**Details of accessories/spares not yet supplied and recoveries to be made on that account.**

Sl.	Description of Item	Quantity	Amount to be recovered	No.
-----	---------------------	----------	------------------------	-----

---

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfill its contractual obligations with regard to the following:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser in respect of the installation of the



equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Parano.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_\_\_\_\_(here indicate the amount).

Signature.

Name.

Designation with stamp.

**## Explanatory notes for filling up the certificate:**

**He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.**

**He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser in respect of the installation of the equipment(s)/plant(s).**

**Training of personnel has been done by the supplier as specified in the contract.**

**In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned.**

**SECTION O**  
**UNDERTAKING LETTER**

(Legally Authorized representatives from Supplier should sign/seal and submit along with Technical Bid submission as a part of evaluation)

We hereby undertake and duly agree that, we have been intimated by M/s HLL Lifecare Limited and we fully aware that the complete eligible payment as per contract milestone for those works executed / good supplied / services provided in relation to this tender notification No: HLL/PSD/2024-25/TENDER/108, Dt. 28.11.2024 will be directly received from Power grid Corporation of India as per following legal address and contacts.

**Region Address:**

Power Grid Corporation of India Limited  
Northern Region-III  
Plot No. 2A/INS2  
Awadh Vihar Yojana  
Amar Shaheed Path  
Lucknow, UP-226002

**Corporate Address:**

Power Grid Corporation of India Limited,  
B9, Qutub Institutional Area, Katwaria Sarai  
New Delhi- 110016 & CSR Department at Plot No-42,  
Sector-44, Gurgaon,  
Haryana- 122003

We also aware that the Bank Guarantee in favour of M/s Powergrid Corporation received by HLL Lifecare Limited in relation to this tender notification No: HLL/PSD/2024-25/TENDER/108 DT: 28.11.2024 will be surrendered and the custodian of any statutory / financial documents will be Power Grid Corporation of India only.

Hence whatsoever claim related to statutory / financial handling like receipt of payments, bank guarantees, LC payments, Warranty claims, and penalty claims etc. we hereby acknowledge and duly agree that Power Grid Corporation of India is solely responsible for any claim whatsoever related to non-release/delay in release of payment to the supplier/contractor after successful award of contract.

**Authorized Signatory Sign & Seal**

**SECTION P**  
**CONSIGNEE ADDRESS**

J.N. MEDICAL COLLEGE,  
A.M.U, ALIGARH

**SECTION Q**

**TECHNICAL SPECIFICATION COMPLIANCE SHEET**

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

<b>SI No</b>	<b>Item Name</b>	<b>Quoted (Yes/No)</b>	<b>Make and Model</b>	<b>100% Technically Complied (Yes / No) please specify if any deviation from technical specification as mentioned in Section F</b>
01	Abdominal and Pelvic Retractors			
02	Hydrojet			
03	Ureteroscope 8Fr - Semi rigid, Laparoscopy Instruments & Accessories, 18Fr Nephroscope, 30 Deg 4mm telescope			
04	Intestinal Staplers, Clips and Sutures, Flexible Cystoscope for Bladder Scanning, Surgical instruments and Anesthesia Accessories			

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

Signature and Seal of the Bidder.....

## Section R

### CHECK LIST

S.L No	Documents to be submitted	Submitted (Yes/No)	Page No.
1	Bidder should have a valid Certificate of GST Registration		
2	Bidder should have a valid Certificate of IT PAN Card		
3	Bidder should have a valid Certificate of incorporation / Memorandum of Article		
4	EMD – Copy of the NEFT/RTGS details		
5	Copy of Udyam Registration, in case of MSME Bidders		
6	The bidder should submit the duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act.		
7	Enclose audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.		
8	Bidder shall have the following experience individually or jointly as consortium: - The Bidder must have successfully supplied Medical Equipment at least for the tune of Rs.60 Lakhs in last three years ending 31 <sup>st</sup> March 2024. If consortium, then the lead partner shall have the average annual turnover of at least Rs 40.00 Lakhs and member partner shall have at least of Rs,20.Lakhs in the last three years, ending 31st March 2024.The equipment shall be satisfactorily functioning in India. Bidders quoting should be a manufacturer/authorized/Consortium dealer having experience on its own or through their OEM shall have successfully Supplied and installed the Similar Equipment. The order shall be awarded to the responsive qualified bidder, who quotes the lowest amount in total. Copies of work orders and satisfactory work completion reports issued by the Client/Authority concerned shall be submitted in proof of the same.		
9	For Govt. /Departmental works, Work orders and corresponding completion certificate issued by the Competent Authority (Exe. Engr, Supt. Engr., etc.) Shall be submitted. Completion certificates for works issued by private parties shall be supported by TDS certificates/Bank Statement.		
10	Documentary proof for establishing the average annual turnover of the bidder in the last three years, (2021-22, 2022-23 & 2023-24) is not less than Rs..60 Lakhs certified by a chartered accountant. If consortium, then the lead partner shall have the average annual turnover of at least Rs.40 Lakhs and member partner shall have at least of Rs.20 Lakhs, in the last three years, ending 31st March 2024.The Dully filled and Signed copy of the FINANCIAL STATEMENT as <b>per item no. 1 in Section G</b> is to be attached		
11	Dully filled Performance Statement as per <b>item no.2 of Section G</b>		
12	Dully filled Category Details of Organization (MSE) as per item no.3 of <b>Section G</b> .		
13	Dully filled Self-Declaration – Make in India Preference as per <b>item no. 4 of Section G</b> .		
14	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per <b>item no. 5 of Section G</b>		
15	Dully filled Requisition form for E-payment as per <b>item no. 6 of</b>		

	<b>Section G</b>		
<b>16</b>	Has the Supplier/Firm/Company ever been black listed by the Govt./or the registering authority. (Yes / No)If NO, the duly signed declaration form as per <b>item no-7 of Section- G</b> is to be attached		
<b>17</b>	Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidders letterhead		
<b>18</b>	Duly Signed No Deviation Certificate as per <b>item no-8 of Section -G</b> to be attached		
<b>19</b>	Duly Signed Acceptance Form as per <b>item no-9 of Section -G</b> to be attached		
<b>20</b>	Duly signed Completion Period declaration as per <b>item no-10 of Section -G</b> to be attached		
<b>21</b>	HSN Code of Equipment as per <b>SECTION H</b>		
<b>22</b>	Manufacturer authorization or Consortium agreement as per <b>SECTION I.</b>		
<b>23</b>	Duly signed and filled <b>Section K</b> Price Schedule		
<b>24</b>	Duly signed and filled <b>Section L</b> Contract form for Comprehensive Annual Maintenance Contract		
<b>25</b>	Duly signed and filled <b>Section M</b> Consignee Receipt Certificate		
<b>26</b>	Duly signed and filled <b>Section N</b> Performa of Final Acceptance Certificate by the Consignee		
<b>27</b>	Duly signed and filled <b>Section O</b> Undertaking Letter		
<b>28</b>	Duly signed and filled <b>Section P</b> Consignee Address		
<b>29</b>	Dully Filled Technical Specification Compliance Sheet <b>Section Q</b> to be attached		
<b>30</b>	Duly filled and Signed Check List as per <b>Section R</b> to be attached		
<b>31</b>	Dully Filled General information of the Manufacturer / Supplier, <b>Section S</b> to be attached		
<b>32</b>	Dully filled Pre Contract Integrity pact as per of <b>Section - T</b> to be attached		
<b>33</b>	Product brochure literature, write up etc. For all products		

**Section S**

**General information of the Manufacturer / Supplier**

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

PLACE:

DATE

BIDDER NAME & SIGNATURE  
(WITH OFFICE SEAL)

**Section T**  
**PRE CONTRACT INTEGRITY PACT**  
**(In the company letter with sign & seal)**

All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

HLL Lifecare Limited.

Division:

Tender No: HLL/PSD/2024-25/TENDER/108 dated 28.11.2024

**INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_

**Between**

HLL Lifecare Ltd. 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**

M/s \_\_\_\_\_ with office at .....represented by Shri \_\_\_\_\_, Designation..... (hereinafter called the "Bidder/Seller"/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Both HLL and Bidder referred above are jointly referred to as the Parties.

**Preamble**

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. .... 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 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 tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to IEM, 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 favor 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 manufacture/integrator/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 tender. The term 'relative' for this purpose would be as defined in Section F 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.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

**Clause.3. Previous contravention and Disqualification from 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 tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the 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, t HLL is entitled to disqualify the BIDDER from the 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 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 BIDDER(s) would continue.

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, 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 of 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 Sh. Ashok Kumar Mangotra IAS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. Ashok Kumar Mangotra IAS (Retd.),  
Independent External Monitor (IEM)  
Office: HLL Lifecare Limited, HLL Bhavan,  
Poojappura, Thiruvananthapuram 695 012, Kerala  
Email: iemhll@lifecarehll.com

7.2 The responsibility of the IEM(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 IEM(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 IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The BIDDER(S) accepts that the IEM(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 IEM(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 IEM(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 IEM(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 IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD 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 Chennai 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 Lifecare Ltd.**

**Bidder**

Witness

Witness

1.....

1.....

2.....

2.....