

HLL LIFECARE LTD
(A Government of India Enterprise)
CORPORATE HEAD OFFICE,
POOJAPPURA,
THIRUVANANTHAPURAM – 695 012,
KERALA, INDIA

GLOBAL TENDER DOCUMENT

FOR

PROVIDING 22 NOS. 16-SLICE CT SCAN FACILITIES

(ON LEASE BASIS)

FOR A PERIOD OF 7 YEARS

AT VARIOUS HOSPITALS IN UTTAR PRADESH

JUNE 2017

HLL LIFECARE LIMITED
(A Government of India Enterprise)
Projects Division,
Corporate Head Office, Poojappura P.O,
Thiruvananthapuram – 695012,
Kerala, India
Phone: 0471- 2354949, 2775588

GLOBAL INVITATION FOR BIDS (IFB)

IFB No. : HLL/CHO/PROJ/HCS/UP/CT-LEASE/2017
Date : 19-06-2017

HLL Lifecare Limited (HLL) invites sealed and super scribed tenders on two bid basis from competent and experienced parties who are capable of executing the tendered work successfully meeting our requirements and specifications.

SI No	Brief Description of Item/Work	Qty (Location)	EMD Amount per Location
1	Providing 22 Nos. 16-Slice CT Scan Facilities (On Lease Basis) for a period of 7 Years at various Hospitals in Uttar Pradesh	22 (LOCATIONS AS PER SCHEDULE V)	INR 1.20 Lacs (USD 2000)

2. Eligibility criteria for Bidders

- A. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies coming together as Consortium to implement the Project. The Lead Member in case of Consortium should be the company of contact and should have a business of CT/ MRI Scan diagnostic services and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid both as a sole provider as well as a partner in a consortium.

The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters. But in case of any litigation or event of breach of contract the Lead partner and all the members of the Consortium, shall be equally responsible and shall be held liable individually and collectively. Consortium Agreement is enclosed.

OR

The Bidder should be the original equipment manufacturer of similar CT Scan Machines.

- B. The Bidder shall have adequate experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per Performa. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
- C. The principal bidder / Consortium shall have a minimum average turnover of Rs. 33 Crores per annum in last three financial years (2014 – 15, 2015 – 2016 and 2016-2017).
3. The Tender Documents can be downloaded from our Website www.lifecarehll.com from the date of issue of tender document. Any amendments or updates on this tender will be available only in our website.

Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign and seal the form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.

4. The scheduled Date and Venue for Pre-Bid meeting is as given below:

Date: 27th June 2017 at 3:30 PM
Venue: HLL LIFECARE LIMITED
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012,
Kerala, India
Phn: 0471- 2354949, 2775588

5. The scheduled date for issue, receipt and opening of bids is as follows.

- a) Date of issue of tender document - 19-06-2017 onwards.
b) Last date and time for receipt of bids - 11-07-2017 up to 15.00 Hrs.
c) Date and time of opening of bids - 11-07-2017, 16.00 Hrs.

6. The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids.
7. Address for Communication, Receipt and Place of opening of bids.

ASSOCIATE VICE PRESIDENT (PROJECTS),
PROJECTS DIVISION,
HLL LIFECARE LIMITED (A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588
E-mail: sreekumar@lifecarehll.com, harikrishnankp@lifecarehll.com

8. The completed bid documents and all schedules should be submitted to **ASSOCIATE VICE PRESIDENT (PROJECTS)** in the above address along with sealed bids and the EMD. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.
9. The EMD should be enclosed in a separate envelope and super scribed as "EMD" and should be attached in the main cover. SSI/MSME units interested in availing exemption from payment of EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC.
10. Bidders that have been blacklisted by HLL Lifecare Ltd. or any of its subsidiaries or any other State / Central Government organizations / PSU's shall not be entertained.
11. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause "7" above. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HLL's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
12. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
13. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. **Bids sent by any of the electronic media such as Telex/Fax/Telegraph/e-mail will not be entertained.**
14. **The eligible bidder can quote for any number of CT Scan Facilities (to provide on Lease) as per the Schedule VI. Bidder have the option to bid for one or more locations and the work shall be awarded to the qualified bidder, who quotes the lowest amount for each of the Locations.**
15. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the tender without assigning any reason thereof.

ASSOCIATE VICE PRESIDENT (PROJECTS)

LIST OF CONTENTS

SCHEDULE I	CONDITIONS OF BID	Page 5 – 14
SCHEDULE II	DETAILED SPECIFICATIONS	Page 15–21
SCHEDULE III	CONDITIONS OF CONTRACT	Page 22–28
SCHEDULE IV	SPECIAL INSTRUCTIONS	Page 29–31
SCHEDULE V	FORMAT FOR QUOTING	Page 32
SCHEDULE VI	PROPOSED LOCATIONS IN UTTAR PRADESH	Page 33
SCHEDULE VII	BANK GUARANTEE FORM FOR EMD	Page 34
SCHEDULE VIII	BANK GUARANTEE FORM FOR SECURITY DEPOSIT	Page 35
SCHEDULE IX	BANK GUARANTEE FORM FOR PERFORMANCE BANK GUARANTEE	Page 36 - 37

SCHEDULE I

CONDITIONS OF BID

1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. "INVITATION FOR BID" shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. "BIDDER" shall mean the person, firm or Company submitting a bid against this invitation for bid and shall also include his authorized agents and representatives.
- c. "OWNER" or "PURCHASER" shall mean HLL LIFECARE LIMITED (HLL), Thiruvananthapuram or its units thereof.
- d. 'TENDERER', shall mean the company/agency who quotes against the tender enquiry for undertaking the work.
- e. 'CONTRACTOR' or 'SUPPLIER', shall mean the successful bidder whose tender has been accepted by the Owner and to whom the order is placed by the Owner and shall include his heirs, legal representatives, successors etc.
- f. 'SITE', shall mean the actual place of the installation specified in Schedule V i.e. HLL specified site at Uttar Pradesh as per this tender, where the project is to be executed.
- g. 'CONTRACT', shall mean the articles of Contract Agreement, the Conditions of Contract, Technical Specifications, Drawings attached and duly signed by the Owner and the Supplier.
- h. "THE CONTRACT PRICE" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- i. 'DATE OF CONTRACT', shall mean the date on which the successful bidder has accepted the notification of award.
- j. "THE GOODS/EQUIPMENTS" means all of the equipments, machinery and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.

- k. 'CONTRACT PERIOD', shall mean the period specified in the tender documents during which the contract shall be executed.
- l. 'COMPLETION CERTIFICATE', shall mean the certificate issued by the Owner to the Contractor after successful completion of the project for making final payment.
- m. Amount (Currency) indicated in USD shall mean US Dollars and INR shall mean Indian Rupees

2. BID INFORMATION AND PERIOD OF VALIDITY

2.1 The Technical Bid must include the following: -

- a. Enquiry No,
- b. Earnest Money Deposit
- c. All the details and documents mentioned in the Technical Bid.
- d. Promised Delivery and Completion Time (whichever is applicable) for each item and/or work
- e. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and if not, list of exclusions, and/or exceptions.
- f. All information requested in the specifications, dimensional drawings, technical literature describing the makes of the item offered, material etc., as specified in the bid document.
- g. Warranty Period for the machine
- h. All other documents/certificate/information as specified in the bid document.

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

2.3 Bidder must quote for unit price and total price based on the requirement shown in the bid document.

Bid currencies

2.4 The prices shall be quoted either in Indian rupees or USD, which is convertible in Indian Rupees.

Bid Validity

2.5 Bids shall remain valid for one year after the date of bid opening prescribed by the Purchaser.

3. FORMAT AND SIGNING OF BID

- 3.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 3.2 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.
- 3.3 Bidders shall submit their bids in two parts (**TECHNICAL BID and PRICE BID**) as under:

Both the bids shall be submitted in sealed covers separately. Tender Nos. of the Technical and Price Bids shall be super scribed on the respective covers in order to clearly identify between the 2 Bids. The two separately marked Bids enclosed in a single sealed cover with the respective tender mentioned thereon complete in all respect, addressed to the:

ASSOCIATE VICE PRESIDENT (PROJECTS),
PROJECTS DIVISION,
HLL LIFECARE LIMITED (A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588
E-mail: sreekumar@lifecarehll.com, harikrishnankp@lifecarehll.com

The tender should reach us on or before the due date and time mentioned in the Tender Notification. The purchaser shall not be responsible for any delay if any, in the delivery of the bidding document or non-receipt of the same.

- 3.4 It may be noted that when the main cover is opened on the date and time scheduled for bid opening, only the **TECHNICAL BIDS** will be opened and read out in public.
- 3.5 Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened.
- 3.6 The person or persons signing the bid shall sign and seal on all pages of the bid, except for un-amended printed literature.
- 3.7 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be

written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case for purposes of interpretation of the bid, the English translation shall govern.

- 3.8 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

4. SUBMISSION OF BIDS

Sealing and Marking of Bids

- 4.1 The Bidder shall seal the original and each copy of the bid in an inner and then in an outer envelope, duly marked the envelopes as “original” and “copy”.

- 4.2 The inner and outer envelopes shall be: -

- (a) Addressed to the Purchaser in the following address and

ASSOCIATE VICE PRESIDENT (PROJECTS),
PROJECTS DIVISION,
HLL LIFECARE LIMITED (A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588
E-mail: sreekumar@lifecarehll.com, harikrishnankp@lifecarehll.com

- (b) Bear the Enquiry No, closing date and General description of item tendered, and the words “DO NOT OPEN BEFORE” 15.30 Hrs (IST) on ____ (Indicate the Closing Date).

- 4.3 The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- 4.4 Bids should be hand delivered or sent by courier/mail to ensure timely arrival. Bids sent by any of the electronic media such as Telex /Fax/Telegraph /e-mail shall not be entertained & will be rejected.

Deadline for submission of Bids

- 4.5 The bids will be received by the Purchaser in the following address not later than the date and time specified in the Invitation for Bids.

ASSOCIATE VICE PRESIDENT (PROJECTS),
PROJECTS DIVISION,

HLL LIFECARE LIMITED (A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588
E-mail: sreekumar@lifecarehll.com, harikrishnankp@lifecarehll.com

In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

- 4.6 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.7 It is the responsibility of the bidders to see that the completed bid documents whether sent by post or by courier or by person are received in the office of **ASSOCIATE VICE PRESIDENT (PROJECTS)**, in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bid document or the non-receipt of the same. Bids received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

5. CLARIFICATION OF BID DOCUMENTS

A prospective Bidder requiring any clarification of the Bid Documents may notify the Purchaser in writing, or by fax at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bid Documents, which it receives not later than 7 days prior to the deadline for submission of Bids prescribed by the Purchaser. Copies of the Purchaser's response shall be sent to all prospective bidders who have purchased the Bidding Documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bid Documents by amendment.
- 6.2 The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, which have received the Bid Documents and will be binding on them.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

7. BID OPENING BY PURCHASER

- 7.1 The Purchaser will open the bids, in the presence of the bidders' representatives who choose to attend, at the date and time specified and in the location given in this document. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 7.2 The Bidders' names and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 7.3 The Purchaser will prepare appropriate bid opening register and the same shall be signed by each of the bidders present during the opening of the bids and the Purchaser.

8. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

9. PRELIMINARY EXAMINATION

- 9.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 9.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is a discrepancy between the words and figures, the amount in words shall prevail.
- 9.3 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one that conforms to specifications and all the terms and conditions of the bid documents without material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 9.4 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 9.5 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 9.6 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

10. EVALUATION AND COMPARISON OF BIDS.

- 10.1 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.

Conversion to single currency

- 10.2 To facilitate evaluation and comparison, HLL shall convert all bid prices expressed in the amounts in USD to the Indian rupees at the selling market rate of exchange established by the State Bank of India, Thiruvananthapuram for similar transactions as on the date of Price bid opening.

11. POST – QUALIFICATION

- 11.1 Notwithstanding the qualification requirements given in this document, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 11.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 11.3 The Purchaser reserves the right to negotiate with the lowest evaluated responsive bidder.
- 11.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

12. AWARD CRITERIA

The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.

13. NOTIFICATION OF AWARD

- 13.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing by e-mail, or cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent and/or Supply order.
- 13.2 The signed acceptance of the notification of award by the Supplier will constitute a concluded contract.

14. SECURITY DEPOSIT

- 14.1 Simultaneously with the execution of the contract successful bidder shall furnish a Security deposit in the form of a Demand Draft from a scheduled bank drawn in favour of **HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram** or a Bank Guarantee (**as per format in Schedule IX**) from a scheduled bank, for an amount equal to 5% of the total price on the value of the contract (5% of total lease amount for 7 years i.e. lease rate/month x 12 months x 7 years) as Security Deposit for his faithful execution of the contract. The Security deposit should be valid until successful completion and acceptance of the Equipment/works by the Purchaser and will be released after acceptance of the Facility by the Purchaser and signing the lease agreement and after submission of a Performance Guarantee for an amount equal to 10% of the total contract value (10% of total lease amount for 7 years i.e. lease rate/month x 12 months x 7 years) in the form of cash deposit or Bank Guarantee by the Supplier valid for a period of 7 Years.
- 14.2 Within **10 days** of the receipt of notification of award from the Purchaser; the successful Bidder shall furnish the security deposit in the form of a Demand Draft or Bank Guarantee in the security deposit form to be sent along with the Notification of Award.
- 14.3 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the timeframe shall constitute sufficient grounds for the annulment of the award; in which even the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

15. EARNEST MONEY DEPOSIT

- 15.1 Each bid must be accompanied by E.M.D and should be submitted along with the Technical Bids.
- 15.2 The EMD is required to protect the Owner against risk of Bidder's conduct, which would warrant the security's forfeiture
- a. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
 - b. The earnest money shall be denominated in Indian Rupees or US Dollars. The earnest money shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft
 - ii) Banker's Cheque
 - iii) Bank Guarantee
 - c. The demand draft or Banker's Cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at Trivandrum. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified in **Schedule VII**. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
 - d. E.M.D. of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders. The earnest money deposit of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.
 - e. In the case of successful bidder, the Earnest Money will be returned after signing the agreement and submission of Security Deposit, which they will have to offer for the faithful execution of the contract.
 - f. Earnest Money is required to protect the Purchaser/Customer against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD.
 - 1) Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false,

misleading or forged without prejudice to other rights of the Purchaser/Customer.

- 2) The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser/Customer if it fails to:
 - (i) to sign the agreement.
 - (ii) to furnish security deposit within the specified period.

- g. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any Nationalised Bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

SCHEDULE II

DETAILED SPECIFICATIONS

Sub: Providing 22 Nos. 16-Slice CT Scan Facilities (**On Lease Basis**) for a period of 7 Years at Various Hospitals In Uttar Pradesh – reg.

A. Scope of Work and Services of the bidder

The scope of services include supply, Installation, Commissioning, Supervision, related Turnkey works, Demonstration, Trial run and Training of the 16 Slice CT Scan Facility including accessories & utilities at various hospitals in Uttar Pradesh. The scope includes executing the required Civil and electrical works (Turnkey works) and DG backup and related services for each CT supplied. The lessor will have to equip their centre with lifesaving and monitoring equipment like de-fibrillators, monitors, ventilators etc. in compliance with Medical Imaging Standard No. CEA/ MIS – 028.

The bidder shall comprehensively maintain the CT Scanner and its associated Equipments for the entire lease period (7 years) mentioned in the tender.

B. The CT equipment provided shall be capable of providing the following services:

SI No	Test Requirement
1	C.T Head - Without Contrast
2	C.T Head - with Contrast (+/- CT angiography)
3	C. T. Chest - without contrast (for lungs)
4	C. T. Scan Lower Abdomen (Incl. Pelvis) With Contrast
5	C. T. Scan Lower Abdomen (Incl. Pelvis) Without Contrast
6	C. T. Scan Whole Abdomen without Contrast
7	C. T. Scan Whole Abdomen with Contrast
8	Triple Phase CT abdomen
9	C.T angiography abdomen/ Chest
10	C.T Enteroclysis
11	C. T. Scan Neck - Without Contrast
12	C. T. Scan Neck - With Contrast
13	C. T. Scan Orbits - Without Contrast
14	C. T. Scan Orbits - With Contrast

15	C. T. Scan of Para Nasal Sinuses - Without Contrast
16	C. T. Scan of Para Nasal Sinuses - With Contrast
17	C. T. Spine (Cervical, Dorsal, Lumbar, Sacral) - without contrast
18	C.T Temporal bone - without contrast
19	C.T - Dental
20	C. T. Scan Limbs - Without Contrast
21	C. T. Scan Limbs - With Contrast including CT angiography
22	C.T. Guided intervention - FNAC
23	C.T. Guided Trucut Biopsy
24	C. T. Guided intervention - percutaneous catheter drainage / tube placement.

Note:-

HLL Lifecare Ltd., the Purchaser will provide requisite built up space for CT Scan center within the Hospital/Standalone premises and a dedicated adjacent space for setting up a DG Set/Generator as power back up.

C. SPECIFICATIONS:-

1) EQUIPMENT TECHNICAL SPECIFICATIONS

Schedule -01: CT SCANNER 16 SLICE & ACCESSORIES (Brand New)	
1	Scanner:
	Whole body spiral CT scanner (16 slices) of latest technology
2	X-Ray Generator.
a)	It should be high frequency generator with output of 24 KW.
b)	KV range should be 90 to 130 KVP.
c)	mA should be 180 mA or more
3	X-Ray tube:
a)	X-Ray tube anode heat storage capacity of at least 2 MHU.
b)	Peak anode heat dissipation rate of at least 300KHU/minute.
4	Gantry and scanning table:
a)	Gantry aperture of at least 65 cm.
b)	Gantry tilt of +/- 30 deg or equivalent digital tilt is available with the system.
c)	Scan field of view 40 cm or more.
d)	Scanning table load of at least 150 kg
e)	Metal free scan able range of scan gram/topogram at least 120 cm.
f)	Facility of emergency manual traction.
g)	Table should have carbon fibre table top or equivalent.

	h) 3D laser lights for positioning.
5	Detector System:
	Solid state detectors to acquire min. 16 slice at a time, free from frequent calibration.
6	High Contrast Resolution of at least 13 Lp/cm or more for axial and helical scanning.
7	Scan time: Minimum scan time for 360 degree rotation should be equal to or less than 1 sec
8	Slice thickness should be sub mm to 5 mm or more.
9	Spiral mode Specifications:
	a) Continuous data acquisition with over-lapping slices.
	b) Gapless spiral of at least 90 cm or more.
	c) Max. Helical for single cont. spiral of at least 90 sec.
	d) Bolus triggered and bolus chase spiral acquisition should be available.
10	Image Processing System:
	a) Main CPU should be at least 32 x 2 bit or more with RAM of at least 4 GB.
	b) Image reconstruction matrix of at least 512x512.
	c) Display matrix of at least 1024x1024.
	d) High resolution Medical grade LCD monitor of 19" or more.
11	Image Storage and raw data storage of at least 500 GB.
12	Image Archiving on CD R/W/DVD. Supply 100 CD R/W or 50 DVD. In addition CD/DVD archival with inbuilt DICOM format is required.
13	Image transferring/Networking: Should have DICOM interface for transferring images/information in DICOM standard and should permit communication between devices of various manufacturers
14	Standard Software: Routine software for image evolution and display. Should have minimum 3 ROI, angle, distance measurements, histogram, profile, symmetry and comparison, variable multiple image display with independent window setting, image annotation and labeling etc. should be provided.
15	SOFTWARE: All the software is to be available with the system main console.
a)	3D display programmed for the three dimensional display of surfaces, real time 3D VRT, MPR, MIP 3D SSD/MPVR should be provided.
b)	CT based DSA is required for neuro scans.
c)	Real time reforming of secondary views. Real time reconstruction should be possible in different planes, cine display, zooming etc.
d)	CT angiography with 3D capability and volume rendering capability.
e)	Virtual endoscopies with vol rendering tech.
f)	CT perfusion for head and body.
g)	Contrast monitoring software for matching of scan timing to peak bolus phase chase.
16	The unit should have AERB type approval & FDA/CE approval.

17	The vendor should provide all technical support for connecting the system to tele-radiology reporting system.
18	ESSENTIAL ITEMS TO BE INCLUDED WITH THE UNIT
1	PULSE OXIMETER- 1. Should have plethismographic wave form with numeric display for SPO2 and Heart rate on LCD/TFT display. 2. Should have a SPO2 range of 0 to 100%. 3. Should have SPO2 accuracy of $\pm 2\%$.
2	Lead glass 100 x 150 cm or more with lead component as per AERB requirement.
3	Online UPS system of good brand like Tata Liebert /APC/Emerson, others for full system with SMF batteries for the complete system and provision of light in console and gantry room with backup of 15 min or similar rating DG set.
4	Integrated intercom and automatic patient instruction system should be provided
5	2 LED view box of two films and three films size (1 each)
6	Revolving chairs height adjustable, medium-back with hand-rest in the Control room, Radiologist room and viewing area. – 4 NO.S
7	Chairs for patient waiting area – Three seater (chrome plated). - 4 NO.S
8	Waste Bin -SS (Qty : 4 Nos)
9	Name boards for all rooms
10	Changing rooms should have change lockers and dressing table.
11	Diesel Generator of adequate capacity to sustain the normal functioning CT scan centre. - Specify make and capacity.
12	Suction apparatus of 1 HP capacity ; To be connected to the exam room.– 1No.
13	Class B oxygen cylinders with regulator, flexible cotton braid rubber hose to withstand 100 psi and humidifier bottle; To be connected to the exam room. - 1 No.s.

2) TURNKEY - TECHNICAL SPECIFICATIONS

	Turnkey Scope of Work – CT
Note:	The Supplier should inspect the proposed site for the CT Scanner and they are required to submit the plan for the complete CT Scan Centre on a turnkey basis. The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Air-conditioning and Fire fighting for the construction of CT Scan Centre.
	While preparing the plan, the following aspects have to be addressed.
1	Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through corridors and doors.
2	Radiation shielding for doors, walls, windows etc.
3	Furniture like desk, chairs, shelves etc.
4	The area of 800 sq.ft and Air-conditioning of Tonnage 7.5 TR will be considered.
5	The CT SCAN CENTRE shall consist of the following rooms:
a.	CT Gantry Room
b.	Console room
c.	Equipment room
d.	Patient preparation room with dress changing facility
e.	Common toilet
f.	Patient waiting area with reception
g.	Radiologist room
h.	8 Port Ethernet Switch with a Giga-Bit Speed
6	Civil work
a)	Civil construction work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan.
b)	Concrete bed at CT equipment area.
c)	Platform for unloading and shifting the CT should be provided if necessary.
d)	Cable tray, trench & channel – necessary trenches, cable tray and channels at required location would be provided.
e)	All the construction work to be done as per the final plan approved by the Consignee.
f)	Active and passive room shielding for magnetic, fringe field should be provided as per the requirement of the equipment.
7	Flooring
a)	600 x 600 mm vitrified tiles with 100mm tile skirting to match in console room, lobby and patient preparation areas, Radiologist room etc.
b)	50 mm thick cement concrete flooring with Vinyl flooring in CT equipment / UPS room.

8	Painting
	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in patient preparation area, Lobby area, console room, CT Gantry & Equipment room etc.
9	False Ceiling
	Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.
10	Plumbing work
a)	All water pipes and fittings shall be of high density polythene of approved and standard make. The gratings shall be brass chrome plated. All plumbing accessories should be of standard make.
b)	Hot water service to be provided if required.
11	Electrical work
a)	The supplier shall be required to specify the total load requirements for the CT scan centre including the load of air conditioning , room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the CT Scan centre area. The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the UPS to provide emergency lighting.
b)	Wiring – All interior electrical wiring- with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
c)	Switches light and power points should be of modular type and of standard make as listed below.
d)	General lights – Mirror optical type 1X28 W or 2X28 W/CFL fittings 2X36, 3X36 W with electronic ballasts
12	AIR CONDITIONING:
a)	Ductable package air conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be effective to eliminate moisture condensation on equipment surface. The Air conditioning should be designed with standby provision to function 24 hours a day.
b)	The outdoor units of AC should have grill coverings to prevent theft and damage.
c)	Ventilation is required in toilet.

Software Up-gradation, Technology Up-gradation and Replacement of CT Tube: The machine shall be suitably upgraded by the Service Provider under following conditions:

1. Review by a board appointed by HLL for assessing the need for a software up-gradation. Such reviews shall be conducted every year from the date of signing of the contract.

2. If the equipment Provider understands the requirement of the technology up-gradation for the best interest of the contract, then bidder can request for such technology up-gradation from the HLL Authority and execute the up-gradation of the technology at its cost and based upon mutual consent.
3. Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.
4. CT tube will be replaced if found damage within the equipment uptime mentioned in the bid document at the cost of the bidder.

LIST OF ITEMS AND SUGGESTED MANUFACTURERS		
SL NO	ITEMS	PREFERRED MAKES
A	FLOORING VITRIFIED TILES	Somany, Kajaria , H&R Johnson, RAK india
B	PAINT	Dulux, Asian Paints , Nerolac
C	PLUMBING	Kohler, Jaguar , Grohe , Roca
D	SANITARY ITEMS	CERA, Hindware, Parryware
E	ELECTRICAL	
1	CABLES	Finolex, Havells ,V-Guard
2	SWITCHES	Legrand, L&T, Crabtree , Roma
3	DISTRIBUTION BOX , MCB	Legrand, L&T, Siemens, Havels
4	LIGHT FITTINGS	Philips / Crompton / Kesselec-Schreder / Wipro.
F	AIR CONDINTIONING	Daikin, Hitachi, Blue Star, Voltas, Carrier
G	FURNITURE	Hermen Miller , Godrej , Featherlite

SCHEDULE III

CONDITIONS OF CONTRACT

1. LEASE RENT

The Lease Rent for the CT Scan facility as per specification mentioned in **Schedule –II** and **Schedule IV** shall be quoted in the Format given and the quoted rate should be inclusive of all applicable taxes & duties and should be firm without any escalation, till the Contract is completely executed.

2. LEASE PERIOD

The Bidder should offer the CT Scan facility (ready to use) on lease for a minimum period of 7 years (or as extended for another 3 years) from the date of signing of lease agreement with HLL.

3. SCOPE OF BIDDER

- 1) The Scope of the successful Bidder is to provide 16-Slice CT Scan facility complete in all aspects as per Specifications of Schedule II within the Completion Schedule mentioned in this tender, ready to use on lease to HLL Lifecare Limited for a minimum period of 7 years,
- 2) The facility offered should be complete with all accessories, supporting equipments such as DG sets, necessary facilities as per Schedule II for continuous round the clock production operations (24 hrs in 3-shifts/day) in a Year to meet the capacity as per HLL requirement.
- 3) The Successful bidder should comprehensively maintain the equipment including the replacement of CT tube and facility for the lease contract period of 7 Years.
- 4) Provide all necessary support for obtaining CT Machine related statutory compliance like AERB registration.

4. SCOPE OF HLL

- 1) HLL will issue Letter of Award to the lowest responsive bidder, to set up the CT Scan Facility at each of the locations.
- 2) HLL Lifecare Ltd through the hospital authorities will provide requisite built up space for CT Scan center within the Hospital/Standalone premises and a dedicated adjacent space for setting up a DG Set/Generator as power back up.

- 3) HLL will enter into a lease agreement with the party, based on the tender terms & conditions and lease rates, on successful completion and qualification of the facility as required by this tender.
- 4) HLL will operate the ready to use CT Scan facility (set up as per specifications in Schedule II).
- 5) All manpower and consumables etc required for day to day operation of the CT Scan facility will be in the scope of HLL.
- 6) HLL shall pay the utility cost like electricity cost, water cost, fuel cost etc. at actuals for operating as per HLL requirement during the lease period. For this, the lessor may install separate meters for measuring the power, water etc used for the daily operations.

5. COMPLETION PERIOD

Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to. The Supplier should complete the installation and hand over the said CT scan facility (as per Schedule II) ready to use as given below:

SI No.	No. of Locations	Completion Period
1	6 Locations as per Schedule VI	Facility shall be setup & handover to HLL within 30 Days from the date of notification of award.
2	16 Locations as per Schedule VI	Facility shall be setup & handover to HLL within 60 Days from the date of notification of award.

Note: Locations will be informed in the Letter of Award

6. FAILURE TO PROVIDE FACILITY

If the Successful Bidder fails to provide the facility on lease or comply with all the terms & conditions of the tender within the time period(s) specified in the contract, HLL shall, without prejudice to its other remedies under the contract, at the risk and cost of the Successful Bidder terminate the Contract and engage the next lowest bidder.

7. INSPECTION AND TESTS

- a) HLL or its representatives shall have the right to inspect and/or to conduct the quality assurance and calibration test of the CT facility to confirm their conformity to the contract. HLL shall notify the Bidder in writing of the identity of any representatives for these purposes.

- b) The inspections and tests may be conducted on the premises of the Bidder at site. Where conducted on the premises of the Bidder, the Bidder should make available all reasonable facilities including tools, instruments, apparatus, equipment, facilities, services and materials and assistance, including access to drawings and production data, to enable HLL's nominee to carryout such inspection/tests without obligations to HLL.

8. PAYMENT TERMS

Payment terms suggested is as follows:

- i) HLL will pay monthly lease rent, as mutually agreed by the successful bidder and HLL based on the tender.
- ii) Monthly lease rent shall be paid at the end of each month during the lease period, from the 6th month onwards.

9. FABRICATION SCHEDULE

The Supplier shall furnish to Purchaser, a PERT/BAR CHART, within 15 days of receipt of the Intimation of Contract. The PERT/BAR Chart, should give all important milestones such as ordering of material, completion of procurement, release of drawings, phased fabrication/manufacture, inspection/tests at Supplier's works, despatch, start and completion of erection at site (wherever applicable) etc. Purchaser has the right to depute their representative to the Supplier's works to check his adherence to such chart.

10. POWER TO MAKE ALTERATIONS

The Owner shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the Owner or his representative. On submission of electrical scheme to the Electrical Inspectorate it is bound to have some changes in the panels, cables rating etc.

11. LIQUIDATED DAMAGES FOR DELAYS

The Liquidated Damages for non-commencement of services for each phase will be applicable at the rate of **Rs. 10,000/- per day** per district. This will be recoverable from the Performance Security, and up to a maximum of 5% of the signed contract value (Maximum Value). Upon reaching the Maximum Value, this contract will be terminated as per Termination Clause (Clause 12) given below.

Down Time- The Service Provider will have to maintain an uptime of 335 days in a year with maximum 12 days of downtime at a stretch and a total of 30 days in a year.

Downtime Penalty: The provider shall pay a sum equivalent to contracted cost per CT Scan (Head Non Contrast) multiplied by the total number of CT Scans done per day during the previous month multiplied by number of downtime days as penalty in the following cases:

- If the machine is down for more than 30 days in a year, for each additional day of CT Scanner not in operation.
- In case the machine is out of order for 72 hours and Service Provider has not made any alternative arrangements, then for each additional days beyond 72 hours of CT Scanner not in operation.
- If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the contract may be cancelled.

12. TERMINATION CLAUSE:

Any of the following events shall constitute an event of default by the bidder entitling HLL to terminate this agreement:

- a. If the successful bidder withdraws its bid after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the HLL will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The Earnest Money Deposit or Performance Security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the HLL.
- b. Failure to commence services in the Hospital within time frame mentioned in the tender and contract
- c. Failure to comply with the statutory requirements
- d. Either party can terminate the contract by giving 90 days written notice to the other party if any breach in the contractual terms.

However HLL shall terminate the agreement by giving 30 days' notice to the other party, if the party is not meeting the machine up time requirement, not maintaining the equipment or not renewing the CMC contract on time. In such events, HLL will stop the payment of rentals/ lease amount to the other party from the date of notice. The party shall remove the equipment from the site at their own cost within a period of 30 days from the date of issue of notice, failing which HLL will remove the machine and the security amount will be forfeited. HLL will not be responsible for any damage or lose of equipment according to this act.

The other party can terminate the agreement by giving 90 days' notice if HLL is not engaging trained and qualified manpower for operating the machine or HLL is not promptly making the payment of rental / lease amount within the specified time even after giving notice to HLL.

13. PERFORMANCE GUARANTEE

The Supplier shall fully guarantee all of the equipment supplied to perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any equipment not performing as intended or should the design, material or workmanship prove defective within a period of 7 years from the date of handing over, the equipment shall, upon notification of deficiency or defect, be promptly corrected by the Supplier to the satisfaction of Purchaser without delay and at no extra cost. If the Supplier fails to take proper corrective action to replace or repair the deficiency within a reasonable time of Purchaser's notification to this effect, the Purchaser shall be free to take such corrective action at the Supplier's risk and cost.

Simultaneously with the successful completion of the facility, supplier shall furnish a Performance Bond in the form of a Demand Draft or a Bank Guarantee from a nationalized/scheduled bank or from balance payment to be paid to the supplier as per contract, acceptable to the purchaser, for an amount equal to 10% of the total price on the value of the contract (total lease amount calculated up to 7 years) as Deposit for his faithful execution of Performance Guarantee. The Performance Bond should be valid for the lease period of 7 Years. Form for Performance Bank Guarantee is enclosed as **SCHEDULE IX**.

14. FORCE MAJEURE

- a. Neither the Supplier nor the Purchaser 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.
- b. The Supplier shall advise Purchaser initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser 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 Supplier's bids are under the consideration of the Purchaser and no acceptance of the same has been given and Contract issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser shall have the right at their discretion to cancel the Contract or part of the Contract without any liability on their part to make any

payment to the Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.

15. ASSIGNMENTS AND SUBLETTING

No assignment and subletting of whole or part of the Contract shall be permitted except with prior approval of purchase obtained in writing.

16. CORRESPONDENCE

All correspondence relating to this enquiry shall be in English, to:

ASSOCIATE VICE PRESIDENT (PROJECTS),
PROJECTS DIVISION,
HLL LIFECARE LIMITED (A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588
E-mail: sreekumar@lifecarehll.com, harikrishnankp@lifecarehll.com

17. INDEMNIFICATION CLAUSE

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract and such obligations shall survive acceptance of payment for the items.

18. STANDARDS

The goods supplied under this contract shall conform to the standards mentioned in **SCHEDULE II** and when no applicable standard is mentioned; to the authoritative standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned institution.

19. TECHNICAL DOCUMENTS

Supplier shall furnish the following documents to the Purchaser, free of cost, in such number of copies as specified in the Contract.

- a. Instruction/Testing/Operation/Servicing manual, lubrication charts, load-bearing details etc.
- b. Reproducible of all final drawings – electrical, mechanical and civil, P&I Diagram.
- c. Relevant Test Certificates, Guarantee/Warranty Certificate for each item of equipment.
- d. Catalogue and literature on bought outs
- e. Any other related documents

20. ENTIRETY OF THE AGREEMENT

All of the terms agreed to between the Supplier and Purchaser will be included in the Purchase/work Order/Contract/ Lease agreement and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the Purchase/work Order/Contract or form part of the Contract between the Supplier and Purchaser unless specifically agreed to in that behalf in writing between Purchaser and Supplier.

24. APPLICABLE LAW

The Contract shall be interpreted in accordance with Indian laws.

25. SETTLEMENT OF DISPUTES

The contract shall be deemed to have been concluded at Thiruvananthapuram, Kerala and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in Thiruvananthapuram.

In the case of dispute between the purchaser and a foreign supplier, then dispute shall be settled by arbitration in accordance with the provisions of the above. But if this be not acceptable to the supplier, then the disputes shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

The venue of arbitration shall be the place from where the contract is issued.

SIGNATURE OF BIDDER WITH SEAL

SCHEDULE IV

SPECIAL INSTRUCTIONS

- 1. The bidder shall visit the site before quoting for the work and also take their own assessments before quoting of bids.**
2. All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid. The seal of the company shall be stamped in all pages.
3. Bids shall be made in English. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.
4. The eligible bidder can quote for any number of CT Scan Facilities as per the Schedule VI. The work shall be awarded to the qualified bidder, who quotes the lowest amount for each of the Locations.
5. To assist in the examination, evaluation and comparison of bids, the Owner may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the rate or substance of the bid shall be sought, offered or permitted.
6. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is a discrepancy between the words and figures of unit price, the amount in words of unit price shall prevail.
7. Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to specifications and all the terms and conditions of the bidding documents without material deviation. The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
8. The Owner's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.
9. The Owner reserves the right to negotiate with the lowest evaluated responsive bidder.
10. The Owner will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.
11. Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing by or cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent and/or Work order.

12. The signed acceptance of the notification of award by the Contractor will constitute a concluded contract.
13. The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.
14. During the execution of work, the contractor or authorized representative should be present at site.
15. All Materials, Equipment's/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.
16. The materials used shall be as per specification and of good quality.
17. The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital. The work site safety of all employees, their ESI, PF etc will have to be borne by the contractor.
18. The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Purchaser/Owner before completely executing the work.
19. The Purchaser/Owner should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
20. Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify /reconstruct the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If CONTRACTORS fails to do so, the Purchaser/Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Contractor.
21. The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.
- 22. The Supplier/Contractor shall make initial drawings/layouts for each of the awarded sites (as per site conditions) and get it approved by HLL before execution.**
23. Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
24. The Contractor shall have to co-operate with the agencies executing other works in the same area.
25. While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.

26. Water and Electricity: The contractor shall make his own arrangement for water and electricity required for the works. HLL will not be responsible for the supply of either electricity or water.
27. During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
28. Electrical
The work shall be carried out by a contractor holding valid licence issued by the State Government/Competent Authority for carrying out installation work of all voltage classes involved, under direct supervision of the persons holding valid certificates issued or recognized by the state government/competent authority. The Supplier/Contractor shall take all statutory licenses/clearances including Electrical authority approvals for the work/installations on behalf of the Owner and statutory fees, paid if any will be reimbursed by HLL on producing original challans/receipt.
29. The Supplier/contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all statutory fees and other charges and the giving and receiving of all necessary notices and the Owner shall be kept informed of the said compliances with by-laws, payment made, notices issued and received. All statutory payments shall be made by the Contractor and the same will be reimbursed by HLL on producing original challans/receipts.

SCHEDULE V

FORMAT FOR QUOTING

Sub: Providing 22 Nos. 16-Slice CT Scan Facilities (**On Lease Basis**) for a period of 7 Years at Various Hospitals In Uttar Pradesh – reg.

SI No	Item/Work Description	Quantity and Locations	Lease Rent per Month/ Location in Rs	Lease Rent/ Month in Rs
1	Providing 16-Slice CT Scan Facilities (On Lease Basis) for a period of 7 Years at Various Hospitals In Uttar Pradesh (Inclusive of all applicable taxes and duties)	22		
	<u>Specify Locations Quoted from Schedule VI:</u> _____ _____			
Note:	The price evaluation/comparison of the technically qualified bidders will be done based on the Lease rent quoted per month per location.			

I agree to perform the work as per the schedule at the rate quoted by me as above. The rate quoted is inclusive of all applicable taxes.

SIGNATURE OF BIDDER WITH SEAL

SCHEDULE- VI

LIST OF HOSPITAL LOCATIONS IN UTTAR PRADESH

Sl.No	Name of Districts
1	Aligarh
2	Hathras
3	Auraiya
4	Farrukhabad
5	Kasganj
6	Etah
7	Mahoba
8	Ghazipur
9	Kaushambi
10	Chitrakoot
11	Hamirpur
12	Maharajganj
13	Sant Kabir Nagar
14	Siddharth Nagar
15	Ambedkar Nagar
16	Kushinagar
17	Amethi
18	Mau
19	Balrampur
20	Sitapur
21	Shravasti
22	Shahjahanpur

SCHEDULE VII

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Tenderer") has submitted its quotation dated _____ for providing services _____ (hereinafter called the "tender") against the Purchaser/Customer's tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser/Customer") in the sum of _____ for which payment will and truly to be made to the said Purchaser/Customer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

The conditions of this obligation are:

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser/Customer during the period of its validity:-

fails or refuses to furnish the security deposit for the due performance of the contract or fails or refuses to accept/execute the contract or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser/Customer up to the above amount upon receipt of its first written demand, without the Purchaser/Customer having to substantiate its demand, provided that in its demand the Purchaser/Customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Branch

SCHEDULE - VIII

BANK GUARANTEE FORM FOR SECURITY DEPOSIT

**HLL Lifecare Limited,
Thiruvananthapuram**

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to provide CT Scan Facility as per tender conditions (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until successful completion and acceptance of the facility by HLL and will be released against submission of a Performance Guarantee for an amount equal to 10% of the total contract value in the form of cash deposit or Bank Guarantee by the Supplier valid for the lease period of 7 Years i.e. up to ----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)
.....

Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch

SCHEDULE – IX

FORMAT FOR PERFORMANCE BANK GUARANTEE

To
M/S HLL LIFECARE LIMITED,
THIRUVANANTHAPURAM – 695 012

This deed is made the day of....., Two Thousand & Seventeen only by
(Name of the Bank) (hereinafter called the “Bank” which expression shall include its successors assigns).

WHEREAS M/S HLL LIFECARE LIMITED, having its Registered & Corporate office at POOJAPPURA.P.O. THIRUVANANTHAPURAM-695 012. (hereinafter called the Purchaser) which expression shall unless the contract require otherwise include their successors and assigns), have placed order for as per the order No...
..... dated with(Name of the Supplier) having its Office at (hereinafter called “the supplier”) which expression shall unless the contract requires otherwise, includes their successors and assigns and accepted by the supplier).

And whereas the order is accepted as per the following terms of the payment:

(TERMS OF PAYMENT)

And whereas as per the above payment terms the supplier is to furnish a Bank Guarantee for (Rs.....only) towards performance guarantee.

And whereas the supplier has approached us, we (Name of the Bank) (hereinafter referred to as “The Bank”) with a request to furnish our guarantee for Rs..... (Rupeesonly) valid tillbeing the 10% of the order value on their behalf in favour of M/S HLL LIFECARE LIMITED for the aforesaid purpose.

Now, we the Bank, in consideration to the promises and release of 10% as aforementioned by the Purchaser to the supplier hereby agree and undertake to pay to the purchaser a sum not exceeding Rs (Rupeesonly) against receipt of any written claim of the Purchaser within arising out of the non-fulfillment of contractual obligation by the “supplier” in respect of the subject contract

This guarantee shall not be affected by any change in the constitution of the Bank or Purchaser nor shall this guarantee be affected by any change in the constitution of the purchaser by absorption with another body or corporation and this guarantee will be available to or enforceable by such body or corporation.

We the Bank, lastly undertake to revoke this guarantee during its currency i.e. within.....with the consent of the purchaser in writing.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....only) and the same is valid up to (for the lease period of 7 Years).

NOTWITHSTANDING ANYTHING HEREIN ABOVE STATED OUR LIABILITY UNDER THIS GUARANTEE IS LIMITED TO RS.....AND A CLAIM ARISING OUT OF THE GUARANTEE MUST BE RECEIVED BY THE BANK IN WRITING ON OR BEFORE.....AT.....AFTER WHICH THE LIABILITY OF THE BANK WOULD BE EXTINGUISHED.

PLACE:

DATE: