

E-TENDER DOCUMENT

FOR

**Refurbishment and Up gradation of the 1.5 Tesla MRI Scan
Machines installed at HLL's MRI Scan Centers situated at
Government Medical College Hospitals in Thrissur,
Alappuzha and Kottayam**

Tender No: HLL/CHO/HCS/MRI/2022-23/01 Dated 01.02.2023



HLL Lifecare Limited
(A Government of India Enterprise)

CIN: U25193KL1966GOI002621

**HLL Bhavan, Poojappura, Thiruvananthapuram -695012,
Kerala, India. Tel: 0471-2354949, 2775500 (extn-631)**

Email: hcstenders@lifecarehll.com | Website - www.lifecarehll.com

DISCLAIMER

The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this Tender Document. All information contained in this Notice Inviting Tender (NIT) provided / clarified are of good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

The information contained in this Tender Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Limited (HLL) shall be subject to the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided. Though adequate care has been taken in the preparation of this NIT document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive.

Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the NIT document is complete in all respects and firms submitting their bids are satisfied that the NIT document is complete in all respects. If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL.

HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary.

HLL Lifecare limited (HLL), Thiruvananthapuram reserves the right to reject any or all of the applications submitted in response to this NIT document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the NIT Application.

HLL reserves the right to change/modify/amend any or all of the provisions of this NIT document. Such changes would be posted on the website of HLL (www.lifecarehll.com) and the CPP portal. Neither HLL nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution for unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this NIT document, any matter deemed to form part of this NIT document, the award of the Assignment, the information and any other information supplied by or on behalf of HLL or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

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SECTION - I
NOTICE INVITING TENDER (NIT)

HLL LIFECARE LIMITED

(A Government of India Enterprise)

Healthcare Services Division, Corporate Head Office, Poojappura, P.O,

Thiruvananthapuram - 695012, Kerala, India.

Tel: 0471 235 4949, 0471 2775500 (EXTN - 631/640)

IFB No: HLL/CHO/HCS/MRI/2022-23/01

01.02.2023

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites an e-tender (Proprietary tender enquiry) for the following item/work meeting the requirements as per our tender.

Sl. No	Particulars	Description
1	Name of Item/Work	Refurbish and Upgrade the 1.5 Tesla MRI Scan Machines (GE Signa HDXT 1.5T) installed at HINDLABS MRI Scan Centres situated at Government Medical College Hospitals in Thrissur, Alappuzha and Kottayam
2	Location of Delivery/Work	1. HINDLABS MRI Scan center , Govt. Medical College, Alapuzha 2. HINDLABS MRI Scan center , Govt. Medical College, Kottayam 3. HINDLABS MRI Scan center , Govt. Medical College, Thrissur
3	Type of Tender	Single Tender Enquiry- Proprietary
4	Bid Security/EMD	Rs. 35,00,000
5	Bid submission fee/Tender fee	Rs. 5,900.00
6	Period of Completion	As per the Tender document
7	Price Validity	180 days from the date of opening of bid
8	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank: HDFC BANK A/c number: 00630330000563 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud, Thiruvananthapuram
9	Date of publishing the Tender	01-02-2023 at 15:00 hrs.
10	Prebid meeting	Date : 08.02.2023 11:00am - 12:00pm Google Meet joining info Video call link: https://meet.google.com/qzj-tmyq-vqu Or dial: (US) +1 651-691-4431 PIN: 574 961 118#
11	Last date and time for online submission of online bids	15-02-2023 at 15:00 hrs.
12	Date and time of opening of e-tender	16-02-2023 at 15:00 hrs.
13	Address for Communication at HLL regarding the tender	Deputy General Manager (HCS) Healthcare Services Division HLL Lifecare Limited Corporate & Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012. E-mail: hcstenders@lifecarehll.com

SECTION - II
GENERAL INFORMATION TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
 2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
 3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
 4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
 5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
 6. The complete bidding process is online. Bidders should be in possession of a valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
 7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
 8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
 9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
- 9.1 Registration**
- a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / e-Mudra etc.), with their profile.
- f) The bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed to the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others, which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk

9.3 **Preparation of Bid**

- a) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
 - b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - c) The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document.
 - d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.
 - e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
 11. Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
 12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note: - International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority.

Technical - support-eproc@nic.in | Policy Related - cphp-doe@nic.in

13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

Deputy General Manager (HCS)
Healthcare Services Division
HLL Lifecare Ltd, HLL Bhavan, Poojappura,
Thiruvananthapuram, Kerala, India- 695012,
Tel: 0471- 235 4949, 235 0959, Extn : 631, 640.
Email – hcstenders@lifecarehll.com

15. The bids shall be opened online at the **Office of the Deputy General Manager (HCS)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at the same time and place.

16. More details can be had from the **Office of the Deputy General Manager (HCS)** during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

17. 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.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Publishing of Corrigendum: All corrigendum shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed, and manual bids shall not be accepted under any circumstances.
- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids from the technically qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date section.

19. 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
A/c number	:	00630330000563
IFSC Code	:	HDFC0000063
Branch name	:	Vazhuthacaud, Thiruvananthapuram

Documents 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.*

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. HLL Lifecare Limited reserves themselves the right to accept the whole or any part of the tender and the bidder shall be bound to perform the same at his quoted rates.
22. In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Ltd as deemed fit.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and HLL Lifecare Limited's decision shall be final in this regard.
26. **Submission Process:**

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their technical bid and financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

***Note:** It is necessary to click on "Freeze bid" link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during the bid opening process.*

DEPUTY GENERAL MANAGER (HCS)

SECTION - III
INSTRUCTIONS TO THE BIDDERS (ITB)

1. COMPANY BACKGROUND:

1.1 About HLL Lifecare Limited

HLL Lifecare Limited (HLL) is a Miniratna public sector enterprise under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is "to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations". In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives. Today, HLL has emerged into a global corporate of international acclaim spread across 118 nations, taking under its wings 4 subsidiaries comprising 21 offices and 7 manufacturing units across locations having a multitude of products ranging from contraceptives & hospital products to pharmaceuticals: and services from diagnostics to infrastructure development.

HLL has indeed emerged as a force to reckon with, its name being synonymous with integrity, credibility and concern for society striving continuously to uplift the quality standards and cost-effectiveness of healthcare in the country.

1.2 About HINDLABS

HLL is one of the few organizations who are capable of delivering medical diagnostic services in a partnership model on a national level. Healthcare Services (HCS) Division of HLL Lifecare Limited provides Medical Diagnostic Services (Laboratory, Imaging, and Teleradiology) and other facilities like Wellness Clinic/Polyclinic to partner institutions under the brand name "HINDLABS". Our first center in association with CGHS started in February 2008 in New Delhi. Currently, HLL has over 231 Diagnostic labs and 52 imaging centers, 4000 plus collection centers (Which includes PHC, RH, DH, SSH, RRH, WH & MH) and 52 medical imaging centers in various states and cities across India. In addition to those facilities, sample collection is being done through diagnostic labs from direct walk-in patients. We operate in Government Medical College Hospitals (GMCH) in Kerala. HLL is engaged in the NFDS (National Free Diagnostic Scheme), the projects under NHM in the States of Maharashtra and Assam for providing Free Medical diagnostic services to the patients in the Public Sector. In the State of UP, the NFDS is being implemented for the FREE-CT scans to the beneficiaries in the State of UP. Through its various ventures, Healthcare Services Division targets market intervention to bring down the cost of various services and products to make them affordable for common man HLL through this division endeavours to strengthen the diagnostic service delivery capability of partner institutions and bring high quality & precise diagnostic services to users at affordable costs.

Through a chain of Healthcare Diagnostic centers, called HINDLABS, HLL offers clinical pathology lab services and Radio diagnostic imaging services. Over a period of short span HINDLABS emerged as one of the key players among the network of diagnostic chains with 283 Diagnostic centers in various states and cities across India. HINDLABS uses state-of-the-art technology to provide the most comprehensive and advanced imaging services. The facilities are designed to comply with the National Accreditation Board for Testing and Calibration Laboratories (NABL) standards.

The Healthcare Services Division (HCS) has numerous projects in the pipeline and intends to explore the possibility of having a wide stratum of medical Imaging and other related healthcare business projects.

2. PREFACE

- 2.1 Participants may please go through the tender document carefully to understand the documents required to be submitted as part of the tender. Any deviations from these may lead to rejection of the tender.
- 2.2 Participant should take into account any corrigendum published on the tender before submitting their tenders.
- 2.3 In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the participant or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by the buyer including black listing.
- 2.4 The buyer reserves the right to verify the claims made by the participants and to carry out the capability assessment of the participants and the buyer's decision shall be final in this regard.

3. SCOPE OF THE TENDER

- 3.1 During 2009, HLL Lifecare Limited (HLL) has started HINDLABS MRI Scan Centers at Government Medical College Hospitals Thrissur, Alappuzha and Kottayam. The MRI Scan machines installed at all the three Centres are 1.5 Tesla MRI Machines purchased from Wipro GE Healthcare (P) Ltd. [Model: GE Signa HDXT 1.5T].
- 3.2 All the 3 MRI machines have completed 13 years of continuous operation. These machines have completed the warranty period and extended Comprehensive Annual Maintenance Contract (CAMC) term. HLL intends to refurbish and upgrade the installed machines availing services of Original Equipment Manufacturer (OEM)- M/s GE Healthcare.
- 3.3 This a Proprietary tender enquiry seeking quote from OEM for refurbishment and upgrade of existing 1.5Tesla MRI equipment (model: GE Signa HDXT 1.5T) to GE SIGNA Explorer 1.5T Lift Upgrade at HINDLABS MRI centers- Govt. Medical Colleges Kottayam & Alapuzha (Existing UPS shall be retained & maintained) and at HINDLABS MRI center- Govt. Medical College , Thrissur

4. ELIGIBLE PARTICIPANTS

- 4.1 The bidder must be Original Equipment Manufacturer (OEM) of existing machine - M/s GE Healthcare or its authorized Agent
- 4.2 Manufacturer Authorization: Eligible bidder should submit a mandatory letter of authority from the Original Equipment Manufacturer (M/s GE Healthcare), with name of manufacturing company for the product quoted by them. Manufacturer's Authorization should be submitted as per format.
- 4.3 A firm/participant shall submit only one tender in the same bidding process. A Participant (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one tender will cause all the proposals in which the Participant has participated to be disqualified.

5. SUBMISSION OF TENDER

- 5.1 The Interested participant shall submit their tender online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down

for e-submission as detailed in the web site. For e tenders, the Interested Participants shall download from the portal. The Participant shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of tenders, a system generated receipt can be downloaded by the participant for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

5.2 The tender is invited as **Two Envelope System** from the registered and eligible firms at CPP Portal.

ENVELOPE –I

Envelope –I shall contain the following

a) Tender Fee and 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
A/c number	:	00630330000563
IFSC Code	:	HDFC0000063
Branch name	:	Vazhuthacaud, Thiruvananthapuram

Documents of the above transactions completed successfully by the bidder shall be uploaded separately while submitting the bids online.

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 an MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
- If an MSME bidder does 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.

b) Technical bid:

Technical Bid should contain duly filled, signed and scanned soft copy documents as mentioned below.

1. Signed copy of Tender Document (all pages of Tender documents to be signed & stamped) by the Bidder as token of acceptance of the Terms & Conditions.
2. Tender document fee & EMD Payment details
3. Tender form (refer Section-IX)
4. Copy of certificate of incorporation/partnership deed
5. Satisfactory performance certificate of the quoted up gradations executed during last three financial years from clients (at least **THREE** installations).

6. List of installations in India of the offered upgrade. (self declaration)
7. Item by item Technical Specifications compliance statement
8. Audited balance sheet and Profit and Loss statement, Turnover statement, and Networth statement for last three years certified by from Chartered Accountant
9. Power of attorney for signatory of Tender in Rs.200 stamp paper duly notarized
10. Copy of GST registration certificate
11. Copy of PAN Card / Exemption certificate from Income Tax Department
12. Annexure-1 - Self Declaration – Compliance To Rule 144 (XI) OF GFR 2017
13. Signed Integrity pact Agreement As per Appendix-A
14. Declaration stating that firm is not de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law non conviction in any illegal activities
15. Proforma for equipment and quality control employed by the manufacturer(s)), refer Section – VIII, Quality Control Requirements
16. Manufacturer's Authorization Form (Refer SECTION – XI)

Envelop-II- Financial Bid: The Financial e-Bid through CPP portal:

All rates shall be quoted in the format provided in the e-tendering website as detailed in Section-II, General information to Bidders and no other format is acceptable. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). 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.

Bidders shall quote the prices in accordance with the terms of this tender documents and Section-X, price schedule.

Prices indicated on the Price Schedule shall be entered separately as per attached -:

- (i) HSN Code and GST amount as applicable in the appropriate column of BOQ.
- (ii) The total unit cost in figure and words.
- (iii) Prices shall be quoted in Indian Rupees.
- (iv) If a firm quotes NIL Charges/ consideration, the bid for that item(s) shall be treated as unresponsive and will not be considered.
- (v) In case bidders quoted different GST amount or percentage for the same item, in such case GST amount ascertained/ decided by the purchaser shall be final
- (vi) The need for indication of all such price components by the tenderers, as required in BoQ is for the purpose of comparison of the tenders by the purchaser and will in no way restrict the purchaser's right to award the contract to the selected tenderer on any of the terms offered.

NOTE: -

1. HLL Lifecare Limited reserves the right to verify the credentials submitted by the agency at any stage (before or after the award of the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be sent to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

6. DEADLINE FOR SUBMISSION OF THE TENDER FOR INTERESTED PARTICIPANTS

- 6.1 Tender shall be received only online on or before the date and time as notified in Notice inviting Tender (NIT).
- 6.2 The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of tenders, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Participant will not be able to submit his tender after expiry of the date and time of submission of tender (server time).
- 6.3 Modification, Resubmission and Withdrawal of tenders:

Resubmission or modification of tender by the Participants for any number of times before the date and time of submission is allowed. Resubmission of tender shall require uploading of all documents.
- 6.4 If the participant fails to submit his modified tenders within the pre-defined time of receipt, the system shall consider only the last tender submitted.
- 6.5 The Participant can withdraw his/her tender before the date and time of receipt of the tender. The system shall not allow any withdrawal after the date and time of submission.

7. OPENING OF BIDS & EXAMINATION OF TENDER AND DETERMINATION OF RESPONSES

- 7.1 Bids received before the deadline of the submission of the bid will be opened on the date and time of opening mentioned in the NIT. Bidders wishing to be present at the time of such opening may send their duly authorized representative. The bids shall be opened in the following sequence:
 - a) ENVELOPE I – TECHNICAL BID
 - Tender fee & EMD details
 - Technical Bid & Commercial Bid (unpriced bid).

b) ENVELOPE II - PRICE BID

- 7.2 Envelope-I shall be opened on the specified date and time as specified in the NIT for verification of its contents. HLL shall scrutinize the mandatory requirements of only those bidders who submit a valid and acceptable EMD and other information. The bidder should also submit the duly signed unconditional acceptance of the Integrity Pact in this bid itself. HLL will consider the technical bid and Price bids of only those bidders who qualify by meeting the tender conditions through submission of satisfactory documents
- 7.3 HLL representatives will open the Price Bid (Envelope II) to only those Bidders who qualify in technical bid evaluation. The date, time and place for opening the Price Bids will be communicated to the eligible bidders. The Bidders may send their representatives to attend the opening if they wish.
- 7.4 Withdrawal notices shall be read out at the deadline time of the submission of the Bids, and the envelope of the corresponding bid shall not be opened for evaluation.
- 7.5 No Bid will be rejected during bid opening, except those which were received late. Such Bids which were received late will be returned to the Bidder unopened.
- 7.6 Request for withdrawal of Bid previously submitted will be read out during the Bid opening and the Bid of the requesting Bidder will not be opened for evaluation and will be returned to the Bidder.
- 7.7 Bids or modifications thereto may be rejected if they are not addressed as prescribed in the Tender Document. Bids may be rejected outright if they are not accompanied by the prescribed EMD. Bids rejected during the bid opening phase will not be considered for further evaluation.
- 7.8 HLL may, at its sole discretion, seek clarification from the bidders to assist in the evaluation, comparison and examination of bids. The request for clarification and the response will be in writing. If the response to the clarification is not received before the expiration of the deadline prescribed in the request, HLL reserves the right to accept/reject such bids.

8. CLARIFICATION OF TENDER

- 8.1 To assist in the examination, evaluation, and comparison of tenders, the tender inviting authority may ask the participant for required clarification on the information submitted with the tender. The request for clarification and the response shall be in writing or by e-mail.
- 8.2 No Participant shall contact the tender inviting authority on any matter relating to the submitted tender from the time of the tender opening to the time the contract is awarded. If the participant wishes to bring additional information to the notice of the tender inviting authority, he shall do so in writing.

9. CONFIDENTIALITY

- 9.1 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of a contract shall not be disclosed to participants or any other persons not officially concerned with such process until the award has been announced in favour of the successful participant.
- 9.2 Any effort by a participant to influence the purchaser during processing of tenders, evaluation,

tender comparison or award decisions shall be treated as corrupt & fraudulent practices and may result in the rejection of the participants' tender.

10. TENDER VALIDITY

10.1 Tenders shall remain valid for the period of **180 days** from the date of technical bids opening. A tender valid for a shorter period shall be rejected by HLL as non-responsive.

10.2 In exceptional circumstances, prior to expiry of the original tender validity period, the tendering authority may request the participants to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A participant may refuse the request without forfeiting its bid security (if applicable). A participant agreeing to the request will not be required or permitted to modify its tender, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

11. TENDER DOCUMENT FEE AND BID SECURITY (EMD)

11.1 The tender Document 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:

Account No	:	00630330000563
IFSC Code	:	HDFC0000063
Bank Name	:	HDFC BANK
Branch Name	:	Vazhuthacaud

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

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

The Participants who failed to submit the tender fee and EMD before the submission deadline will be considered as technically non responsive.

11.2 Each TENDER must be accompanied by EMD. Any TENDER not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.

11.3 The Bid Security (EMD) of the unsuccessful Participant shall become refundable as promptly as possible after finalization of the TENDER.

11.4 The Bid Security (EMD) of the successful Participant will be discharged when the Participant has furnished the required Security Deposit and acceptance of LOI/Work order.

11.5 The Bid Security may be forfeited:

(a) If a Participant:

- Changes its offer/tender during the period of tender validity or during the validity of the contract.
- Does not accept the correction of errors

(b) in the case of the successful participant, if the participant fails:

- to sign the agreement
- to deliver the material within stipulated time frame as per po.
- to accept the notification of award/letter of indent/ purchase order and/or submit the security deposit.
- to acknowledge the notification of award/letter of indent/ purchase order within 5 days from the date of issue by sending the signed copy of the same.

11.6 In such cases the work shall be rearranged at the risk and cost of the selected participant

11.7 SSI/MSME units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if work is awarded to them.

11.8 The Bid Security deposited will not carry any interest.

12 ALTERATIONS AND ADDITIONS

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

12.2 The interested participant shall not attach any conditions of his own to the tender. Any participant who fails to comply with this clause will be disqualified.

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 registered letter or by email, to be confirmed, that its bid has been accepted.

13.2 The notification of award/ Letter of Intent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Intent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same failing which, the purchaser shall have the right to cancel the order. The conditions mentioned in the Notification of award/Rate contract agreement/Letter of Intent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same. In case of any default in any of the conditions of the Notification of award/Letter of Intent/ Purchase order, the purchaser reserves the right to invoke Bid Securing clause.

13.3 The Purchase order (PO) / Notice of award is liable to be cancelled, if the supplier is unable to comply with or violates any of the terms and conditions laid down in the Purchase order/ Notice of Award. Therefore, upon such cancellation of PO/ Notice of award by HLL, the Supplier will be liable to refund the outstanding advance amount forthwith.

13.4 The successful bidder shall confirm the acceptance of the Notice of award/Purchase order as per the terms & conditions of the tender by signing and returning the duplicate copy of Purchase order (PO)/Notice of award within 5 days from the date of issue of the of purchase order/ Notice of award, failing which HLL shall have the right to reject the purchase order/ Notice of award.

14 COURT JURISDICTION:

14.1 In the event of any dispute arising out of this agreement, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have exclusive jurisdiction.

15 INDEMNITY

15.1 The Interested Participant shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Participants/service providers breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Participants/Service Providers.(iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by participant or its affiliate.

16 HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

- 16.1 HLL reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to award contract award, without thereby incurring any liability to the affected participant or participants.
- 16.2 HLL does not bind itself to accept the submitted tenders and reserves the right to reject any or all tenders at any point of time prior to the issuance of the notice of award/letter of intent/purchase order without reason whatsoever.
- 16.3 HLL reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection. The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised tenders from the Participants due to such changes, if any.
- 16.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the participant from its empanelment.
- 16.5 HLL reserves the right to accept or reject any tender and annul the tender process and reject all tenders at any time prior to award of contract without thereby incurring any liability to the affected participant or Participants or any obligation to inform the affected participant or Participants of the ground for the purchaser's action.

17 CONTACTING HLL

- 17.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to hcstenders@lifecarehll.com.
- 17.2 If a Bidder tries to influence HLL directly or otherwise interfere in the tender evaluation process and the contract award decision, his tender will be rejected.

18 GOVERNING LANGUAGE

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

19 TERMINATION

HLL reserve right to terminate/ cancel the Notification of Award/ Letter of Indent/ Purchase order at any time for any reason without any liability on HLL.

20 LICENSE AND PERMITS

The Participant shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the scope of work and assignments awarded by HLL. The participant shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws

that affect the performance of the Contract and are binding upon the participant. The participant shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the participant or its personnel.

21 EMPLOYEES OF HLL NOT INDIVIDUALLY LIABLE

No Director or official or employee of HLL shall in any way be personally bound or liable for the acts or obligations of HLL under the contract/empanelment or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained. The Bidder shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding, promise or guarantees given or to have been given to him by any person.

22 INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by participant(s) at the pre-tendering stage itself, as a pre tender obligation and should be submitted along with the financial and technical tenders. All the participants are bound to comply with the integrity pact clauses. Tenders submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

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The email id of the Independent External Monitor for HLL is given below.

Email id: iemhll@lifecarehll.com

23 RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR PARTICIPANTS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

Any participant from a country which shares a land border with India will be eligible to TENDER in this tender only if the participant is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this TENDERing document. The participant must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 2) with respect to this order must be submitted.

24 PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

MSME - Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this tender.

PPP MII - Preferences for Make in India products / services- Not applicable.

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

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1. Application

- 1.1 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 V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 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.

4. Country of Origin

- 4.1 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.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract (except CMC), valid up to TWO years after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XII of this document in favour of the Purchaser. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to TWO Years beyond Warranty Period.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the HLL, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) 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.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form - B' in Section XIII with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub - clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages)

6. Technical Specifications and Standards

- 6.1 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 VII and VIII of this document.

7. Packing and Marking

- 7.1 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.
- 7.2 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 VII and VIII and in SCC. 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.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, 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

8. Inspection, Testing and Quality Control

8.1 The purchaser reserves the right , without any extra cost to the purchaser, to 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 and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."

8.2 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 or its subcontractor(s), 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.

8.3 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.

8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, 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.

8.5 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 fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

- 8.6 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-despatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the Purchaser may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as Purchaser may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

- 8.7 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 Clause 15.

- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency ` support of their claim.

- 8.9 Purchaser reserves right to inspect the similar installations/works done by Supplier. Supplier will facilitate the same.

9. Terms of Delivery

- 9.1 Goods and services shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

- 10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods in favour of HLL Lifecare Limited or as directed by HLL against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

If the equipment is not commissioned and handed over to Purchaser within 3 months, the insurance will have to 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. In case of non-availability of insurance as per requirement and any incident /damage / loss occur during the transit / storage of consignment under any circumstance as mentioned above, the cost and risk shall be borne by the supplier only.

12. Spare parts

12.1 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., and
 - ii) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC periods.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

- a. Installation & commissioning, Supervision and Demonstration of the goods
- b. Providing required jigs and tools for assembly, civil and electrical works required for the completion of the installation.
- c. Training of Purchaser's Doctors, Staff, operators etc. for operating and maintaining the Equipment
- d. Supplying required number of operation & maintenance manual for the goods

14. Distribution of dispatch documents for clearance/receipt of goods

The supplier shall send all the relevant despatch 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.

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Certificate of origin for goods of foreign origin;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

15. Warranty:

15.1 The supplier 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 supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The warranty shall remain valid for 12 months from the date of issue of final acceptance certificate by HLL as per format (Section XV) During warranty period supplier shall provide regular updates of newer technology as and when evolved. All regular updates of newer technology as and when evolved shall also be applicable during CMC for a period of 9 (Nine) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.

- No conditional warranty will be acceptable.
- Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and incidental/Turnkey work and it will also cover the following wherever applicable:-
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS
 - Air-conditioners
 - Replacement and repair will be under taken for the defective goods.
 - All kinds of painting, civil, HVAC and electrical work
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

15.4 Upon receipt of such notice, the supplier 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 supplier 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 for non-rectification will be applicable as per tender conditions

15.5 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 till the completion of the original warranty period of the main equipment.

15.6 If the supplier, 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 supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods

15.8 The Purchaser reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.

15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its

equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser.

16. Assignment

16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

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

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of Contract

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- i. Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- ii. Mode of packing,
- iii. Incidental services to be provided by the supplier
- iv. Mode of despatch,
- v. Place of delivery, and
- vi. Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser, the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and mode of payment

21.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

TERMS AND MODE OF PAYMENT

Payment for refurbishment and upgrade of equipment price (refer category-a of section-X price schedule) will be done through inland letter of credit and rest of the amount (related Turnkey works- refer category-b of section-X price schedule) will be paid directly through bank transfer. For this purpose HLL will open an Irrevocable, Non-transferable Inland Letter of Credit (LC) for 100% value of the equipment in favor of supplier. Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:

SEVENTY FIVE (75%) payment of the refurbishment and upgrade of equipment price (refer category-a of section-X price schedule) shall be paid through LC on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

- (i) Four copies of supplier's invoice for 75% value of equipment price showing contract number, Goods description, quantity, unit price and total amount.
- (ii) Two copies of packing list identifying contents of each package
- (iii) Insurance Certificate as per GCC Clause 11
- (iv) Certificate of origin for imported goods

Note: - Certificate of origin needs to be submitted in case the major equipment tendered is of foreign origin and located within India. However, for accessories having foreign origin, certificate of origin need not be submitted.

- (v) Delivery Receipt Certificate as per Section XVII in original issued by the authorized representative of HLL Lifecare Ltd.

b) On Acceptance:

TWENTY FIVE percent (25%) payment of refurbishment and upgrade of equipment price (refer category-a of section-X price schedule) would be made on completion of installation and successful trial run through inland LC against submission of following documents

- (i) Four copies of supplier's invoice for 25% value of equipment price showing contract number, Goods description, quantity, unit price and total amount
- (ii) 'Final Acceptance Certificate' in original as per Section XV of goods to be issued by the HLL subject to recoveries, if any, either on account of non-

rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the HLL after installation, commissioning, testing and two weeks of successful trial run of the equipment.

c) Payment for Incidental and turnkey works

Payment for turnkey works and other incidental services mentioned in scope of work (refer category-b of section-X price schedule) will be released directly to the supplier through bank transfer within one month after satisfactory completion of all obligations under scope of work and agreement.

d) Payment for Annual Comprehensive Maintenance Contract Charges:

The HLL will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by the HLL.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time..
- 21.4 The payment shall be made in the currency / currencies authorised in the contract.
- 21.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.7 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser forthwith. .

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier 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 delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

(a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier 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 customs duty and/or GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery 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 customs duty and/or GST 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 delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property:

22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered by the supplier in accordance with the conditions of the contract.

22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, 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, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.*** Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

Added Para:-LD shall be calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price.

24. Termination for default

24.1 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 supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

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

24.4 In the event of the Purchaser terminates the contract in whole or in part, and/or services similar to those cancelled, with such terms and conditions and in pursuant to GCC sub-clause 24.1 of TED, the Purchaser may procure goods such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement. Extra expenditure will be recovered from available EMD/PBG/Payments pending/ or likely to be paid from any of other orders/contract with HLL or any of the group companies of HLL

25. Termination for insolvency

25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, 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.

26. Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier 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 interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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

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

28. Governing language

28.1 The contract shall be written in English language.

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post or by email. 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.

29.2 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.

30. Court Jurisdiction:

In the event of any dispute arising out of this agreement, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have exclusive jurisdiction.

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. General/ Miscellaneous Clauses

33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- 33.3 The Supplier shall notify the Purchaser /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

The warranty and CMC period will be as mentioned in the list of requirement as per section VI of the tender enquiry.

SECTION - VI

LIST OF REQUIREMENTS

Part I: Scope of Supply/Services

Scope of supply/services includes refurbishment and up gradation of existing 1.5 Tesla MRI Scan Machines installed at HLL's MRI Scan Centres at Government Medical College Hospitals in Thrissur, Alappuzha and Kottayam as detailed below.

S.No	Details
1	Refurbishment and Upgrade of existing 1.5 Tesla MRI equipment (GE SIGNA HDXT 1.5T) to GE SIGNA Explorer 1.5 Tesla Lift Upgrade at Kottayam & Alapuzha Centers. Excluding full System UPS. (Existing UPS shall be retained & maintained)
2	Refurbishment and Upgrade of existing 1.5T MRI equipment (GE SIGNA HDXT 1.5T) to GE SIGNA Explorer 1.5 Tesla Lift Upgrade at Thrissur site Including 80 KVA UPS.
3	Comprehensive AMC for 9 years after Warranty Period of One Year

Part II: Required Delivery Schedule:

120 days from date of opening of inland LC to delivery at purchaser's site. The date of delivery will be the date of delivery at purchaser's site. Tenderers may quote earliest delivery period. Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later. For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Note:

- i) The delivery schedule for different sites may be staggered based on the site readiness.
- ii) Supplier has to submit clear documents for opening of LC to HLL within 14 days of placement of order.
- iii) Added Para:-Within twenty one days from the date of the contract, the supplier shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/ speed post. The supplier should also submit Proforma Invoice within 21 days from the date of NOA.

Part III: Scope of Incidental Services:

Installation & Commissioning, Turnkey works, Supervision, Demonstration, Trial run and Training etc. as specified in List or Requirements/Scope

Part IV:

Site Modification Work and Related Turnkey works (if any) as per details in Technical Specification.

Part V: Warranty

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 12 months from the date of completion of installation, commissioning, Two weeks of successful trail run and Final acceptance. Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above.

Part VI:

Required Terms of Delivery and Destination:

Location of Delivery/Work	<ol style="list-style-type: none">1. HINDLABS MRI Scan center , Govt. Medical College, Alapuzha2. HINDLABS MRI Scan center , Govt. Medical College, Kottayam3. HINDLABS MRI Scan center , Govt. Medical College, Thrissur
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Insurance (local transportation and storage) would be extended and borne by the Supplier or its Indian Subsidiary/Agent from ware house to the consignee site for a period including 3 months beyond date of delivery.

Destination/Consignee details: A list of Consignee is given in Section XVI. The goods mentioned at Part-I in this section are intended to be supplied to the following hospitals/medical institutes. However, order may be placed for any hospital/institute across India.

Section - VII Technical Specifications

1. GENERAL TECHNICAL SPECIFICATIONS

1.a EQUIPMENT UPGRADE

Sl no.	Detailed Specifications for each site
1	The upgrade/new system should be not later than RSNA release 2014/ FDA (510)k 2015. Bids for Upgrades to models which are currently not under manufacturing as new models shall not be accepted.
2	SHIM SYSTEM
	a) High performance, highly stable shim system with global and localized automated shimming for high homogeneity magnetic field for imaging and spectroscopy.
	b) Auto SHIM should be available to SHIM the magnet with patient in position
	c) Time taken for shimming should be less than 3 seconds.
	d) Specify whether off center FOV shimming is requires. If yes, please specify the details.
3	GRADIENT SYSTEM
	a) Activity shield gradient system with strength of at least 33 mT/m or more with slew rate of 120 T/m/sec or more.
	b) These true slew rates should be available in each axis independently for overall better duty cycle performance of the gradient.
	c) The duty cycle should be 100%.
	d) Field of view should be at least 45 cm in all three axes.
	e) The gradient system should have provision for eddy current compensation. Mention level of eddy current compensation in %
	f) Minimum TE & TR in 2D/3D should be specified in relation to the sequences.
	g) Minimum slice thickness in 2D & 3D should be specified in relation to the sequences.
	h) Echo train length in both spin echo and gradient echo should be at least 255 or more.
	i) The measurement matrix should be form 128 * 128 to 1024 * 1024 in both 2D & 3D imaging as well.
	j) Effective cooling system for gradient coil and power supply.
4	RF SYSTEM
	a). It should be of latest technology like TIM/GEM/dstream or equivalent to enhance workflow. The coils to be connected to the magnet simultaneously 2 (Two) or more.
	b). Digital transmitter should be capable of precise frequency and phase control RF pulses with the smallest incremental frequency range of 1 KW with transmit power of at least 10 Kw.

	c). The RF system should have multiple independent RF receiving channels of each having bandwidth of 1 MHz or more.
	d). The number of available channels in the system / coil should be minimum 16 channels with 16 pre amplifiers and 16 ADC.
	e). RF system should support advance neurological, cardiac, body and spectral imaging.
	f). System should have necessary hardware to support quadrature phased array and flexi coils.
	g). RF system should support MR spectroscopy and received dynamic range should be > 130 db.
	h). system should have be compatible with parallel imaging technique.
	i). range receiver band width receiver minimum 1 MHz per channel (not sampling bandwidth).
	j). Phase resolution 0.1 degree/step or better.
	k). coil tuning, Impedance matching, RF power parameter and pre amplification gain adjustment must be fully computer automated and optimized for each patient
	l). All multi channel coils should have built in pre-amplification to ensure high SNR.
	m). study of abdomen, Hip etc. should be parallel imaging technique.
	n) The system should include excellent RF room shielding and include RF door screen to minimize radio frequency (RF) interference to a minimum level.
5	PATIENT TABLE & COMMUNICATION
	a) The table should be fully motorized, computer-controlled table movements in vertical and horizontal directions.
	b) The table should have facility for manual traction in case of emergency.
	c) cushions and other patient comfort accessories. All parts of the table should be protected from liquid spill.
	d) A CCTV system with LCD display to observe the patient should be provided.
	e) The table should deliver the protocols for automatic bolus chasing in peripheral angio with automatic table movement.
	f) There should be a hand held alarm for patients.
	g) Table should be able to handle patient weight of 150 Kg or above.
	h) MR compatible patient shifting trolley-2 Nos and wheel chair -2 Nos should be offered as standard.
	i) The table controls should be present at both side of the magnets.
6	SYSTEM COIL & RF COIL
	a). The system body coil integrated to the magnet must be quadrature /CP. In addition to this coil, following coils(preferably be with equal or more number of elements as the channels) be quoted. RF coils in addition to the main body coil(transmit/receive or receive coils) auto tune, array or no tune coils. Coils for the following applications should be available with the systems. coil/RF design should support compatibility to coils manufactured by other manufacturers. If one coil can cover multi applications, please mention it. All phased array coils should be compatible with parallel imaging techniques. Please specify both the number of channels and elements available for each coil. Please mention the

	true acceleration factor for each of the array coils.
	b). please offer coils to do high resolution head, neck, spine in one go up to 75cm coverage with parallel imaging techniques.
	c). Neuro vascular coil with 16 or more channel for head/neck coil combined, capable of high resolution neuro-vascular imaging and should be connected to independent receiver channels with each element.
	d). Spine array/Matrix coils for thoracic and lumbar spine imaging-at least 16 channel or more (Single or combination). Kindly specify no. of elements offered.
	e). Body Array/ matrix coils with for imaging of whole abdomen and pelvis with at least 12 channel or more.
	f).Dedicated 8 channel Breast Coil or more
	g). Dedicated knee coil 8 or more channels
	h). Two general purpose flexible coils (flexi coil inter phase) 8 channel or more.16 channel price to be quoted as optional.
	i). 3 Channel or more Shoulder coil
	j). Coil suitable for the study of small parts like finger. Rate to be quoted separately.
	k).Dedicated coil or equivalent coil combination for peripheral angiography application with variable resolution techniques at least 20 channels or more
	l). At least 3 coil connectors should be available including Spine coil connector.
7	IMAGING SEQUENCES
	a) the system should be capable of selecting TR and TEs as per requirement in majority of the sequences.
	b) Spin Echo (SE); multi-slice single echo, multi-slice multi echo with minimum R and TE. SE with symmetrical and asymmetrical echo intervals; MT-SE imaging sequence.
	c) Inversion recovery (IR) including short TI, modified IRSE, FLAIR, DIR(Double Inversion Recovery), MT and FLAIR. Phase sensitive IR like true IR/Real IR.
	d) Gradient echo (GE) 3D gradient echo with shortest TR and TE, free choice of flip angle selection while maintaining SNR.
8	DATA ACQUISITION
	a). The system should be capable of 2D and 3D ACQUISITIONS in conventional, fast and ultrafast spin echo and gradient echo modes so that real - time online images can be observed if needed. 2D multi-slice imaging should be possible in all panels (axial, Sagittal, Coronal, oblique, arid double) 3D volume, multiple contiguous slabs, multiple interleaved and multiple overlapping slabs.
	b) Slice thickness in 2D and partition in 3D to be freely selectable.
	c). Dynamic acquisition (serial imaging) with capability to initiate scan sequences either fro, the magnet panel or from the console.
	d) Dynamic acquisition (serial imaging) with capability to initiate scan sequences either from the magnet panel or from the console.
	e).Auto slices positioning from localizer images.
	f). Maximum off center positioning both anterior-posterior and lateral direction and should be selectable.

	g). Gating physiological signals like ECG, Pulse, Respiratory, external signal triggering (interface for triggering input pulse from external source).
	h). Simultaneous acquisition, Processing and display of image data in 2D multi slide mode
	i). The application software for image smoothing and edge sharpness etc. for improvement in image resolution should be quoted.
	j). Artifact reduction / imaging enhancement/image filtering/image subtraction/addition/multiplication/division techniques.
	k). flow 1st and 2nd order flow artifacts compensation.
	l).presentation slabs: a number of relocatable saturation bands to be placed either inside or outside the region of interest.
	m). Graphic prescription.
	n). Fat saturation techniques: frequency selective RF pulses to suppress fat signal in the measured image FOV. ROI selective regional fat suppression should also be given.
	o). Magnetization transfer saturation; OFF resonance RF pulses to suppress signals from stationary tissue in FOV.
	p). phase contrast capability in 2D and 3D mode.
	q). image intensity correction.
	r). Data acquisition in all three standard panels(axial, Sagittal, Coronal)and oblique and double oblique planes.
	s). Higher matrix acquisition capability in single shot EPI, Acquisition time, TR TE and slice thickness should be clear.
9	APPLICATION SEQUENCES
	A. the system should have basic sequences package with spin echo, inversion recovery, turbo spin echo with high turbo factor of 256 slice or more. Gradient echo with ETL of 255 or more FLAIR.
	B. single slice, multiple single slice, multiple slice, multiple stacks, radial stack and 3D acquisitions for all applications.
	C. single and multi shot EPI imaging techniques with ETL factor of 255 or more.
	D. fat suppression for high quality images both STIR and SPIR.
	E. Perfusion imaging to enable large anatomy coverage of the brain and in calculation of the resulting hemodynamic as well as physiological parameters. Perfusion study with single shot EPI with automatic processing. Evaluation package for calculating rCBV, rCBF, rMTT, perfusion map, time to peak map etc.
	F. the system should acquire motion artifact free images in T2 studies of brain and whole body in restless patients also less sensitive to motions such as CSF and blood flow or flow artifacts, Breathing patient tremor or voluntary movements. motion artifact free imaging with diffusion weighted studies and musculoskeletal studied will be added advantage. This application to be compatible with PAT – likw propeller 3.0, Multivane XD, Presto, Snapshot, Blade etc, also offer body navigators.
	G. Dynamic study for pre and post contrast scans and time intensity studies.

	H. MR Angio imaging : Should have 2D/3D TOF, 2D/3D PC, MTS and TONE, ceMRA, facilities for Accelerated time resolved vascular imaging with applications like Twist/Tracks/Tricks sequences. Autobolus detection and triggering should be possible.
	I. Fat and water excitation package. Diffusion Weighted imaging. With maximum possible B value of 5000 or more & 150 directions or more.
	J. Bolus chasing with automatic and manual triggering from fluoro mode to 3D acquisition mode with moving table facility.
	K. Offer all the Non contrast enhanced MR angiography like native space ,native true FISP, QISS, Trance, B Trance, Inhance in-flow IR, Inhance delta flow, Inhance Velocity.
	L. The system should facility for flow quantification of CSF, vessel flow, hepatobiliary system and MR urography.
	M. the system should have the Hydrogen, Single Voxel Spectroscopy, Multivoxel, Multislice & Multiangle 2D, 3D spectroscopy and chemical shift imaging in 2D/3D. The complete processing/post processing software including color metabolite maps should be available on main console.
	N. Perfusion imaging of brain with software for analysis.
	O. susceptibility weighted imaging to detect micro bleeds with phase for differentiation of calcium like SWI, SWIP, SWAN.
	P. Multi direction DWI and DTI with maximum no. of directions, kindly specify the no. of directions available. Prospective motion correction enabled software preferred. Fibertrack, fibertrack specialist, Syngo DTI tractography.
	Q. Functional imaging with package for bold imaging like Syngo bold, Bold specialist, BRAIN STAT and evaluation line inline bold, Iview bold and spectroscopic imaging and processing package.
	R. Arterial spin labeling sequences of brain with software applications like 3DASL, pCASL. This should have auto analysis also as standard. 3D sequence will be preferred. Pseudocontinuous to be offered.
	S. high resolution 3D imaging for inner ear.
	T. Advanced 3D spine applications package for nerve root analysis/Peripheral nerve imaging.
	U. Please quote to do high resolution 3D isotropic sequences for spine like CUBE, SPACE, VISTA
	V. Please quote for high resolution time resolved angiography like TRIKS, TWIST, TRACS + Key Hole.
	W. Please offer for automated planning, Scanning, for Brain as standard like Ready Brain, Brain Dot & Smartexam Brain.
	X. Please offer for 3D isotropic fat-suppressed gradient –echo T1W imaging of the organs like Bravo, T1 Vibe, e- Thrive.
	Y. Advance diffusion weighted imaging like eDWI/Reveal/DWIBS.
	Z. Single sequence for inphase, outphase, water only & fat only like mDIXON, IDEAL, Dixon
	AA.Parallel acquisition technique such as SENSE/SMASH/ASSET/iPAT, ARC/dS-Sence and other new new sequences to be quoted as standard.

	BB. Functional imaging with package for bold imaging and spectroscopic imaging and processing package capable of real-time processing and display of color overlay.
	CC. The Software for Cartilage Assessment like MAPiT/CARTIGRAM/Cartilage assessment should be quoted as standard.
	DD. Advanced Metal Artifact Reduction software like MAVRIC/ADVANCED WARP/OMAR-XD should be quoted as standard
	EE. Iron Quantification for liver like STARMAP, Liverlab, M-DIXON Quant should be quoted as standard
	FF. Free Breathing Water only, fat only, in phase & out of phase like LAVA, FreeziT should be quoted as standard.
10	COMPUTER SYSTEM IMAGE PROCESSOR / OPERATOR CONSOLE
	a). Computer should be latest in the industry, fast and efficient.
	b). One color console for acquisition, all calculations, post processing etc console must have full color with user define protocols with programmable inter scan delay.
	c). Necessary image processor with large RAM for ultra - fast image reconstruction should be provided it should be at least 32 GB RAM and reconstruction speed at least 11000FFT or more per second for full FOV 256 matrix, Higher will be preferred.
	d). Computational speed to match the single ECHO planar imaging (EPI). Interactive angiogram, multi -Planar three dimensional (3D) reconstruction, surface rendering, dynamic imaging, Vascular imaging/angiography. Functional imaging, DTI etc. The main host computer should have at least 18 inch or more TFT/LCD type color monitor.
	e). The main console should have facility for music system for the patient in the magnet room.
	f). Filming and adequate storage for images and other applications.
	g) Total hard disk memory to be sufficient to store at least 2,50,000 images of 256x256 matrix data size. Systems offering higher storage will be preferred. The system should have CD/DVD archiving facility on the main console and work station.
	h) Dual DVD write / CD Read / Rewrite drive for writing of images, spectra and raw data along with necessary software for reading the images and spectra on DVD/CD storing capabilities. Provision for archival of k-space data and raw (unprocessed) images.
	i). DICOM interface to hook DICOM dry/laser camera capable of storing printing 1024*1024 matrix size images at least in 16 format without loss of digital resolution.
	j). The system should be capable to connect to PACS through RIS/HIS at no extra cost. Highest version of DICOM connectivity be provided.
11	OEM multimodality WORKSTATION – Syngo.via/ADW/ISP space to be quoted.

	a). 2 independent multimodality workstation with atleast 32 GB RAM with preferably the same user interface as of main console is required with the availability of all necessary software including basic post processing software including MIP, MPR, surface reconstruction and volume rendering technique advanced post processing offered applications like exam preparation & processing package, Perfusion quantification perfusion mismatch, MTT,TTP, advanced diffusion and DTI, processing 2D/3D CSI data, with color metabolite mapping, Diffusion color maps, quantification of CSF flow date, Vascular analysis package, Fusion, Tractography, Spectroscopy 2DCSI, 3DCSI, ASL, etc...
	b). It should have at least 19 inch LCD TFT color monitor, with hard disk of at least 120 GB for at 2,50,000 image storage in 256 matrix and 4 GB RAM capacity or more , with self paying DVD/CD archiving facility.
	c). The workstation should enable printing in laser film camera and color printers. All software applications that are asked on the console should be available on workstation also along with the above specified applications without any expectations as standard.
12	SAFETY FEATURES
	a). The magnet system should include an Emergency Ramp down unit ERDU for fast reduction of the magnetic field with ramp down time below 3 minutes.
	b). The magnetic should have quench bands that contain the fringe fields to a specified value in the event of a magnet quench.
	c). Real time SAR calculation should be performed by software to ensure that RF power
	levels should comply with regulatory guidelines and are displayed on each image.
	d). the system shall have manual override of the motor drive for quick removal of the patients from the magnet bore.
	e). Temperature sensor (built in) for magnet refrigeration efficiency must be provided.
13	UPS
	For Thrissur centre, the system should be provided with brand new UPS for complete system with at least 30 minutes backup. Kottayam and Alapuzha centers will retain the existing UPS.
14	SUITABLE RF ENCLOSURE FOR EACH SITE
	RF cabin: The system should be supplied with RF cabin with RF room shielding, RF door screen, and interiors for the same should be carried out suitably.
15	MANDATORY BRAND NEW ACCESSORIES FOR EACH SITE
	a). Suitable chiller for cold head/Gradients.
	b). One MR Coil Cart (1 no)
	c). Two Handheld metal detectors
	d). One MR Compatible dual head pressure injector with 5 syringes and 10 tubings
	e). One MR CCTV system with 17-inch LCD monitor
	f). One Medical MRI music system package
	g). One MRI Noise guard Headset
16	GUARANTEE

	The vendor should guarantee the service and spare support for 10 years of the system including Helium and cold head and all accessories.
17	WARRANTY
	a) The complete system, including the accessories, computer system and softwares, to be under warranty for ONE (1) year as per tender terms.
	b). There after a comprehensive maintenance contract (including repair/replacement of the parts) of the entire supply inclusive of the complete system all accessories, computer and printers, should be offered for next 9 years.
18	DOWN TIME
	a) Maximum acceptable down time of equipment during the warranty period not to exceed five percent, calculated separately for each year.
	b). For every one day reduction in downtime beyond 95%, TWO days of additional warranty/CMC Period shall be extended as penalty without any extra cost to HLL.
19	INSTALLATIONS
	a). A list of installations of the quoted model in government/Private institutions in India to be provided.
	b). HLL will provide the necessary documentation to remove the Existing Hardware
	c) All the Existing, Electronic and Other Hardware , which is being replaced, will be shifted to the Ware house of the Bidder Free of cost..
	Installation works are to be done without affecting or making hindrance to the normal operations of the government medical college hospitals wherein MRIs are being installed.
20	APPLICATIONS SUPPORT
	Applications specialists should be available on site for the total duration of 4 weeks to train the technical staff.
21	THE FOLLOWING ITEMS SHOULD BE PROVIDED
	1). The offer should be accompanied by original data sheet of the product.
	2). In complete data sheets and offers which are speculative will be rejected.
	3). Minimum Site Modifications:
	Please mention for each site, minimum site modifications required to sustain new installation for the next 10 years. CMC for turnkey should be included in the CMC cost (Refer 19 b). The modifications shall include (but not limited to) below criteria, as applicable.
	a). False ceiling, Flooring, and wall painting for the present existing MR suit.
	b). Magnet room/Oxygen pipe connection.
	c). Cabinet room.
	d). Console room, Reporting room, Work station area.
	e). Electrical works: Power panels, Electrical wiring and electrical fittings for the magnet, cabinet and console rooms.
	f). Air conditioning & humidity control for magnet room, console room and cabinet room.

1.b. RELATED TURN KEY WORKS

Description

New RF Cabin, Machine room Interiors & Vent Pipe, Supply and installation of 24 Tr New Air conditioner(replacement) for HINDALBS Alapuzha center with buyback of existing unit, other required civil and electrical works.
--

2. GENERAL POINTS:

1. Warranty:

a) One year Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment. Warranty period will be 1 years from the date of installation, commissioning and Site Modification Work from the date of satisfactory installation, commissioning, successful trial run & handing over of equipment to Purchaser.

b) 95% up time Warranty of complete equipment with extension of Warranty/CMC period by Two times the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.

c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

After sales service centre should be available at the city of respective MRI Centers on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 6 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification. Applications specialists should be available on site for the total duration of 4 weeks to train the technical staff.

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:

a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 9 years on yearly basis for complete equipment(including UPS, other vacuumatic parts wherever applicable) and Site Modification Work (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least twice in six months (i.e. **4 preventive maintenance/ year**) apart from all breakdown visits, during the CMC period

b) The cost of CMC may be quoted along with taxes applicable. 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.

c) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user.

e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365(days) basis, with penalty, to extend CMC period by five times the downtime period.

f) During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. **4 preventive maintenance/ year**) apart from all breakdown visits,

commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

g) All software updates should be provided free of cost during CMC.

h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.

i) The payment of CMC will be made as stipulated in GCC Clause 21.

5. Incidental and other Turn key works:

Turn Key works as indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with Center –In charge of HINDLABS concerned. Turn Key works details of each Center are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turn key of each MRI center. Turn key costs to be quoted in Indian Rupee. 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 duties and taxes and no claim for the same will be entertained later.

The Turn key works should completely comply with regulatory authorities requirement, if any.

Note 1: General:

Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment s. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note 2: Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in Lab management information system of respective centers. The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel onsite for a minimum period of 1 month All software updates should be provided free of cost during warranty period and CMC period

Section – VIII
Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the **manufacturer(s)** for the goods quoted for.

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telephone number
 - d. fax number

- 02 Plant and machinery details:

- 03 Manufacturing process details:

- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)

- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation

- 07 Test certificate held
 - a. . type test
 - b. . BIS/ISO certification
 - c. . any other

- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section - IX
TENDER FORM

Date_____

To
DGM (HCS)
HLL LIFECARE LIMITED,
HLL Bhavan, Poojappura, Trivandrum, Kerala.

Ref. Your document No. _____ dated _____

We, the undersigned have examined the above mentioned document, No. _____, dated _____, 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 **for the sum as shown in the price schedules attached herewith and made part of this**. If our proposal 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 proposal is accepted, our supplies will have strict adherence to the stipulations of Section - VII, Technical Specifications and hereby confirm to provide warranty and CMC services accordingly.

We further confirm that, if our proposal 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 - V - "Special Conditions of Contract", for due performance of the contract.

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 document, including amendment/ corrigendum if any

(Signature with date)
(Name and designation)
Duly authorised to sign tender for and on
behalf of

SECTION - X
PRICE SCHEDULE

Price bid format/ template is provided as along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to download Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, their bids shall be liable to be rejected. In case, an instruction in the specification asks for a BOQ line item to be quoted separately, the same to be quoted mandatorily as a separate price and must not be added in the bundle offer.

General Information

Bidder has to offer prices broadly under category wise as given below. After price bid opening and analysis of received offers, HLL reserves right to award contract for selected categories only.

Category	Description	Price to be offered against Tender reference
a	Refurbishment and Upgrade of the Equipment 1. Hindlabs MRI Scan Centre, Alapuzha 2. Hindlabs MRI Scan Centre, Kottayam 3. Hindlabs MRI Scan Centre, Thrissur with UPS	Section – VII, Technical Specifications, 1.GENERAL TECHNICAL SPECIFICATIONS , 1.a EQUIPMENT UPGRADE
b	Related turn Key works to be done by OEM 1. Hindlabs MRI Scan Centre, Alapuzha 2. Hindlabs MRI Scan Centre, Kottayam 3. Hindlabs MRI Scan Centre, Thrissur	Section – VII, Technical Specifications, 1.GENERAL TECHNICAL SPECIFICATIONS , 1.b, RELATED TURN KEY WORKS
c	Comprehensive maintenance Contract 1. Hindlabs MRI Scan Centre, Alapuzha 2. Hindlabs MRI Scan Centre, Kottayam 3. Hindlabs MRI Scan Centre, Thrissur	Section – VII, Technical Specifications, 2. GENERAL TECHNICAL POINTS, 4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work

SECTION - XI

MANUFACTURER'S AUTHORISATION FORM

Deputy General Manager (HCS)
HLL LIFECARE LIMITED,
HLL Bhavan, Poojappura, Trivandrum, Kerala.

Dear Sir,

Ref: Your document No _____ dated _____

We, _____ who are proven and reputable manufacturers of **GE SIGNA Explorer 1.5T** Lift Upgrade, having factories at _____, hereby authorise 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 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 authorised to submit a proposal, process the same further and enter into a contract with you against your requirement as contained in the above referred documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC 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 document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[*Signature with date, name, designation and Email*]
for and on behalf of Messrs _____
[*Name & address of the manufacturers*]

Note:

- (1) This letter of authorisation 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.
- (2) The purchaser reserves the right to verify this document with its signatory.

SECTION - XII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

**Deputy General Manager (HCS)
HLL LIFECARE LIMITED,
HLL Bhavan, Poojappura, Trivandrum, Kerala.**

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply (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 till such time to cover two years beyond the warranty period from the date of Notification of Award i.e. up to _____ (indicate 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

SECTION - XIII

CONTRACT FORM - A

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

(Address of the Purchaser
Office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Tender Form furnished by the supplier;
 - (vi) Price Schedule(s) furnished by the supplier in its tender;
 - (vii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security

- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any

- 6. Warranty clause
- 7. Payment terms
- 8. Paying authority

(Signature, name and address
of the Purchaser's/Consignee's authorised official)
For and on behalf of _____

Received and accepted this contract
(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)
(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM - B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____

dated _____

Between
(HLL)

And
(Name & Address of the Supplier)

Ref: Contract No _____ dated _____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

1. The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

1	2	3	4	5																																						
Schedule No.	Brief description of goods	Quantity. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.	Total Annual Comprehensive Maintenance Contract Cost for 9 Years																																						
			<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																																							

Total value (in figure) _____ (In words) _____

- The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, other vacuumatic parts, ____ & ____) and Site Modification Work (if any).
- There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- All software updates should be provided free of cost during CMC.

7. **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
8. **Paying authority:** _____ (name of the authorised official of HLL)

(Signature, name and address
of Hospital authorised official)
For and on behalf of _____

Received and accepted this contract.
(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)
(Seal of the supplier)

Date: _____

Place: _____

SECTION - XIV

PROFORMA FOR DELIVERY RECEIPT CERTIFICATE

(To be given by HLL's authorized representative)

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

- 1) HINDLABS Name & Address (consignee) : _____
- 2) Name of the item supplied : _____
- 3) Quantity Supplied : _____
- 4) Contract No. & date : _____
- 5) Supplier's Name : _____
- 6) Supplier Invoice no & date : _____
- 7) Date of Receipt by the HLL : _____
- 8) Name of centre in charge of HINDLABS : _____
- 9) Signature with seal of Centre in Charge of
HINDLABS with date : _____
- 10) Signature with seal of Approving Authority of HLL : _____

SECTION - XV
Proforma for Final Acceptance Certificate by the Consignee
(Format)

No _____

Date _____

To

M/s (Name of Supplier- As per NoA)

Subject: Certificate of commissioning of equipment /plant.

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/NOA (Notification of Award) technical specifications. The same has been installed and commissioned to our satisfaction.

- (a) Contract No _____ dated _____
- (b) Description of the equipment : _____
- (c) Equipment nos.: _____
- (d) Quantity: _____
- (e) Bill of Lading/Air Way Bill/Railway
Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporters: _____
- (g) Name of the Consignee: _____
- (h) Details of Turnkey work as per TED (if any) _____
- (i) Date of site hand-over to the supplier by consignee: -For Installation

- (j) Date of commissioning and proving test including training if any : _____

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

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

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 fulfil its contractual obligations with regard to the following:

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
- b) 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).
- c) 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 Para no.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:

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) He has supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the time specified in the contract/NOA from date of intimation by the Purchaser in respect of the installation of the equipment (s)/plant(s).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) 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 in clear terms.

Section - XVI

Consignee List

Sl. No.	Name of Consignee and Address
1	Hindlabs MRI Scan Centre Diagnostic Block J, Govt.TD Medical College Hospital, Vandanam PO, Alappuzha, Kerala-688005 Ph:0477-2282318,2282319 Email; hindlabsalappuzha@lifecarehll.com
2	Hindlabs MRI Scan Centre Dietary Block, Near Indian Coffee House, Govt. Medical College Hospital, Gandhinagar PO, Kottayam, Kerala-686008 Ph:0481-2595395,9400027944 Email; hindlabskottayam@lifecarehll.com
3	Hindlabs MRI Scan Centre Radiology Block., Govt. Medical College Hospital, Medical College PO, Mulankunnathukavu, Thrissur, Kerala-680596 Ph: 0487-2203923,2203924,9400027942 Email; hindlabsthissur@lifecarehll.com

SECTION-XIV

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on -----^t day of the month of -----,

Between

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

And

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

Preamble

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

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work 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 Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

Clause.3. Previous contravention and Disqualification from 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, 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
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the

BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

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

Clause .7. Independent External Monitor(s)

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

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

Contractor(s)/ Subcontractor(s)

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL

BIDDER

Witness

Witness

1.....

1.....

2.....

2.....

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

ANNEXURE-1

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

We,

.....
.....
.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the tender:

(Include tender number and date)

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any bidder indenting to participate in this tender who is from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per the GO.

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address: