

TENDER ENQUIRY DOCUMENT

FOR SUPPLY, INSTALLATION & COMMISSIONING OF
MANIFOLD GAS PIPELINE SYSTEM

AT

TWENTY MOTHER & CHILD CARE HOSPITALS

IN

TWENTY DIFFERENT DISTRICTS OF UTTAR PRADESH



Tender No.HMC/MANIFOLD GAS PIPELINE SYSTEM/17-18/005

HLL Mother & Child Care Hospitals Ltd.

(100% Subsidiary of HLL Lifecare Ltd.,)

(A Govt. of India Enterprise)

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Section-I
NOTICE INVITING TENDER (NIT)

Tender No.HMC/Manifold Gas Pipeline System/17-18/005

Dated: 14th April'2018

HLL Mother & Child Care Hospital Limited (hereinafter referred as “HMC”), a 100% subsidiary of HLL Lifecare Ltd., (hereinafter refers as “Purchaser”) invites bids from reputed, experienced companies /firms/agencies for supply, installation & commissioning of Manifold Gas Pipeline System in Twenty Mother & Child Care Hospitals to be set up in Twenty Different Districts of Uttar Pradesh. Those who are in similar business may send their bids both Technical and Commercial in Sealed Envelopes.

TENDER TIME LINE

Sl. No.	Description	Schedule
1	Last date for receipt of pre-bid queries	16-04-2018 by 6.00 PM
2	Pre-bid Meeting Date & Time	17-04-2018 at 11.00AM
3	Closing date & time for Submission of Bids	23-04-2018 at 11.30AM
4	Time & date for Opening of Technical Bid	23.04.2018 at 12.30PM
5	Venue for : Submission of Tender & Opening of Tender	HLL Mother & Child Care Hospitals Ltd, B-14 A, 2 nd Floor, Sector-62, Noida (UP)

SPECIFIC Instructions for Tender Participation:-

1. Tenderer may download the tender enquiry documents from the web site www.hllmotherchildcare.com
2. Tenderer would be required to submit Rs.2,40,000/- (Rupees Two Lakhs & Forty Thousand Only) as Interest free Earnest Money Deposit (EMD) in the form of Demand Draft in favor of ‘HLL Mother & Child Care Hospitals Ltd.’ payable at Noida in the envelope containing Technical Bid (as per GIT clause no.12.1).
3. Prospective bidders may send their queries 01 (one) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting.

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4. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time as indicated in Tender Timeline.
5. HLL MCCH Ltd., reserves the right to ask for a free demonstration of the quoted System at a pre-determined place for technical acceptability as per the tender specifications, before the opening of the financial bid.
6. Bidder qualifying the technical parameters would only be considered for opening of financial bids.
7. The successful bidder shall not assign or transfer the contract to any other person or party. The tender is not transferable.
8. The finally selected bidder will have to apply to the Prescribed Government Authority under existing acts/rules/regulation at the time of award and execution of contract for grant of requisite Licenses for operation of Manifold Gas Pipeline System Services and the purchaser will only tender such assistance, as considered necessary.
9. Before the equipment is taken over by the Purchaser, the supplier shall provide manuals of the equipment/systems. This shall include the following:
 - 10.1 System Interface Drawings, Wiring Diagrams
 - 10.2 System Interconnection and Block Diagrams
 - 10.3 User Operation Manuals
 - 10.4 Equipment Maintenance Manuals
- 11 Bidder must submit User list and at least 05 Performance Satisfaction Report (copies of Orders & relevant satisfactory report from user) of similar type of work, within last 05 years from major Government Hospitals.
- 12 The technical problems faced during installation, testing & commissioning period and their solutions shall be submitted by the supplier at the time of handing over the completed works.
- 13 The supplier shall provide installation and standard tests for the individual equipment before the delivery of the system at site.
14. The supplier shall test all individual equipment and the complete system after installation at site and prepare a test report. This shall be compared with the factory test report to ensure that there is no deterioration in the equipment parameters during storage, transportation & installation.

Team Leader – Admin & Commercial
HLL Mother Child Care Hospitals Limited

SECTION –II GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1 Introduction

- 1.1 The Purchaser has issued these TE documents for supply, installation & commissioning of Manifold Gas Pipeline Systems at (20) twenty Mother & Child Care Hospitals in twenty districts of Uttar Pradesh as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 1.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 The tenderer shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section-III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 1.3 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

2 Language of Tender

- 2.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 2.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

3 Eligible Tenderers

- 3.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

4 Eligible Goods and Services

- 4.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5 Tendering Expense

- 5.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

6 Amendments to TE documents

- 6.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 6.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, to all prospective tenderers, who have received the TE documents and will be binding on them.
- 6.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

7 Clarification of TE documents

- 7.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to tender.mch@hlfppt.org. The purchaser will respond to such request provided the same is received by the purchaser **within the due date mentioned in the NIT. Any queries/ representations received later shall not be taken into cognizance.**

Scope of Work

- The scope of work shall include Supply, Installation, and Commissioning & Satisfactory Demonstration. This will also include testing, packing, transportation, scheduling of transportation, transit insurance, delivery at sites, unloading, storage, job site storage, insurance, installation any other services associated with the delivery of equipment and materials providing warranty of services, operation and maintenance of other related equipment/items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.
- The successful tenderer shall visit the respective hospitals on receipt of letter of intent (LOI) and prepare the BOQ as per the rates offered in the tender and drawing to show the route of pipeline with dimensions as per the requirement, approved by the authorized representative of Purchaser. The successful tenderer shall obtain for himself at his own responsibility all the information which may be necessary for the purpose of successful execution of the project.
- It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which have any effect on the performance of the System. No request for the change of price, or time, schedule of delivery of stores shall be entertained after the purchaser on account of any local condition or factor accepts the offer.
- The bidders are required to have a survey including a site visit before furnishing the quotations. They have to apply for the permission in this regard to Team Leader-Admin & Commercial, HMC Ltd., The authority will give such permission in writing, but the expenses, in connection with the visit and surveys shall be borne by the bidders themselves.
- Site Plan and System Lay out Plan including civil/electrical work or other related work shall be prepared & done by the supplier.

C. PREPARATION OF TENDERS

8 Documents comprising the Tender

Bidders shall furnish the following information along with technical tender:

- i. Techno-Commercial Bid provided with the tender enquiry
- ii. Earnest money Deposit (EMD) furnished in accordance with GIT clause 12.1 alternatively, documentary evidence as per GIT clause 12.2 for claiming exemption from payment of earnest money.
- iii. Tender Form as per Section X (without indicating any prices).
- iv. Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if their tender is accepted.
- v. Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization **strictly as per the prescribed format (Section - XII).**
- vi. Power of Attorney issued by Competent Authority in favour of the person **who is signing the tender(s).**
- vii. Documents and relevant details to establish that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii. Performance Statement as per Performa `A' along with relevant copies of work orders and end users' satisfaction certificate.
- ix. Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods, installation & commissioning charges with prices blank (without indicating any prices).
- x. Certificate of Incorporation.
- xi. Self-Attested copies of VAT/GST registration certificate and PAN Card.
- xii. Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii. Self-Attested copies of quality certificates i.e. BIS/ISO/US FDA /CE Certificate issued by competent authority, if applicable.
- xiv. Documentary evidence stating the status of bidder.
- xv. List of hospitals/institutes/agencies of repute where the tendered product have been installed & commissioned during last 12 months.
- xvi. Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii. Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii. A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xix. **Copies of original product catalogues / data sheet must be enclosed of all quoted items.**

B) Price Bid:

Prices to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry. The prices should be quoted for the accounting unit indicated in the tender document.

Note:-

- i. The bidder has to diligent while filling up the Techno Commercial Bid and Price Bid provided in excel format and must not tamper the contents of the sheet.
- ii. It is responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

8.2 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

8.3 A tender which does not fulfil any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.

8.4 Tender sent by fax/telex/cable shall be ignored.

9 Tender currencies

9.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR). A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India, in case their bid is found to be the lowest one after opening of price bid.

9.2 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.

10 Documents Establishing Tenderer's Eligibility and Qualifications

10.1 The tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

10.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XII in this document.

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- b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
- d) in case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

11. Documents establishing good's Conformity to TE document.

- 11.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 11.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 11.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

12. Earnest Money Deposit (EMD)

- 12.1 The tenderer shall furnish along with its tender, earnest money of Rs.2,40,000/- (Rupees Two Lakhs & Forty Thousand Only) in form of Account Payee demand draft to be drawn on any scheduled commercial bank in India in favour of the "**HLL Mother & Child Care Hospitals Limited**" payable at Noida.
- 12.2 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
- 12.3 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 12.4 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect,

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false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

13. Tender Validity

- 13.1 The tenders shall remain valid for acceptance for a period of 15 Months after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 13.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 13.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

14. Submission of Tenders

- 14.1 The tenderer needs to submit 'Technical Bid' & 'Financial Bid' separately in sealed envelopes by super scribing as "Proposal for Supply, Installation & Commissioning of Manifold Gas Pipeline System at Twenty (20) Mother & Child Hospitals in twenty (20) districts of Uttar Pradesh" in Tender Box provided at address mentioned in Tender Timeline.

15. Late Tender:

- 15.1 There is NO PROVISION of entertaining late tender beyond stipulated date & time.

16. Alteration and Withdrawal of Tender

- 16.1 The tenderer is permitted to change, edit or withdraw its bid on or before the end date & time.

E. TENDER OPENING

17. Opening of Tenders

- 17.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

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- 17.2 In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 17.3 Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.
- 17.4 The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 17.5 This being a Two - bid system, the **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

F. SCRUTINY AND EVALUATION OF TENDERS

18 Basic Principle

- 18.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

19 Scrutiny of Tenders

- 19.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents provided are in legible form.
- 19.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 19.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 19.4 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;

- Tender validity is shorter than the required period.
- Required EMD or its exemption documents have not been provided.
- Tenderer has not agreed to give the required performance security of required amount in an acceptable form
- Poor/ unsatisfactory past performance.
- Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- Tenderer who not quoted for 100% of items as mentioned in List of Requirement/BOQ.
- Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

20 Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

21 Discrepancies in Prices

- 21.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 21.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 21.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 21.1 and 21.2 above.
- 21.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

22 Qualification Criteria

- 22.1 Tenders of the tenderers, which do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

22.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

Note:- Definition of Startup (only for the purpose of Government schemes)

(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.)

Start-up means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence

Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration

Provided further that a Start-up shall be eligible for tax benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose

23 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

23.1 The purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

23.2 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board

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or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

- iv. The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

23.2 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at **Appendix-A** which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

24 Tenderer's capability to perform the contract

24.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. Purchaser reserves the right to ask for a site visit where the successful bidder has installed, commissioned Manifold gas pipe line system before the opening of the financial bid.

24.2 The above-mentioned determination will interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

25 Contacting the Purchaser

25.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and/or its tender, it should do so only in writing.

25.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

26 Purchaser's Right to accept any tender and to reject any or all tenders

26.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

27 Award Criteria

27.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

27.2 The contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser.

27.2 Award of Contract for supply, installation & commissioning of Manifold Gas Pipeline System shall be in phase manner for twenty (20) Mother & Child Hospitals (or less in numbers). The tentative schedule of Award of Contract shall be as under:-

For Four (04) Facilities/Hospitals	-	April'2018
For Six (06) Facilities/Hospitals	-	June'2018
For Ten (10) Facilities/hospitals	-	September'2018

27.3 Purchaser may award the purchase order to L2 in the event L1 backs out. In such case purchaser may ask L2 to bring down his rates to L1 price and also reserves the right to forfeit the EMD of the L1bidder.

28 Notification of Award

28.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post) that its tender for supply, installation & commissioning of Manifold Gas Pipeline System, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will forfeited and the award will be cancelled.

28.2 The Notification of Award shall constitute the conclusion of the Contract.

29 Issue of Contract

- 29.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 29.2 Within ten days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 10 days from the date of NOA.
- 29.3 The Purchaser reserves the right to issue the Notifications of Award district wise.

30 Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser

- 30.1 Failure of the successful tenderer in providing performance security, Proforma Invoice and / or returning contract copy duly signed shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it.

31 Corrupt or Fraudulent Practices

- 31.1 It is required by all concerned namely the Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION-III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	Topic	SIT Provision
1	TE Document	No Change
2	Preparation of Tenders	No Change
3	Submission of Tenders	No Change
4	Tender Opening	No Change
5	Scrutiny and Evaluation of Tenders	No Change
6	Award of Contract	No Change

PREPARATION OF TENDER

The Bidder has to quote for all the Schedules. The purchaser will have the right to award the work for any site as per the eligibility and to the best benefit to the exchequer.

SECTION-IV **General Conditions of Contract**

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 List of Requirement under Section-V and Technical Specification under Section-VI 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.

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 ten days (10) days from date of the issue of notification of award by the Purchaser, the supplier shall require to submit the performance security in the form of irrevocable Bank Guarantee (BG)/ or Fixed Deposit Receipt (FDR) issued by any Nationalized Bank for an amount of which is equal to the 10% of the order value and should be kept valid for a period of 60 days beyond completion of all the contractual obligation, Including CMC period,

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 XIII 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 sixty (60) days beyond Warranty Period.

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- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of district wise Bank Guarantee for CMC security as per Proforma in Section XV, 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 XVI with purchaser, 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 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 & after receipt of district wise bank guarantee for CMC security in favour of Purchaser as per the format in Section XV.

6 Technical Specifications and Standards

- 6.1 The Goods 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. 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.

8 Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, 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/consignee/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 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 or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

9 Scope of Work

- The scope of work shall include Supply, Installation, and Commissioning & Satisfactory Demonstration. This will also include , packing, transportation, scheduling of transportation, transit insurance, delivery at sites, unloading, storage, job site storage, insurance, installation any other services associated with the delivery of equipment and materials providing warranty of services, operation and maintenance of other related equipment/items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.
- It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which have any effect on the performance of the System. No request for the change of price, or time, schedule of delivery of stores shall be entertained after the purchaser on account of any local condition or factor accepts the offer.

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- The bidders are required to have a survey including a site visit before furnishing the quotations. They have to apply for the permission in this regard to Team Leader-Admin & Commercial, HMC Ltd., The authority will give such permission in writing, but the expenses, in connection with the visit and surveys shall be borne by the bidders themselves.
- Site Plan and System Lay out Plan including civil/electrical work or other related work shall be prepared & done by the supplier.

10 Spare Parts

The Bidder will undertake that supplies on necessary maintenance equipment and spare parts will be made available for all items/equipments and the complete systems for at least ten years on a continuing basis. However, this does not relieve the supplier of any warranty obligations under the contract.

- 10.1 The bidder shall include in his tender, the details of essential spares, and their quantity and unit prices as per schedule of requirements. Detailed explanation to confirm that quantity of spares quoted as per requirement of this clause shall be given.
- 10.2 In addition to the essential spares, Bidder shall indicate additional recommended quantities of spares for efficient maintenance of the equipment and the systems for a period of 05 years, after the completion of warranty period, to ensure that quality and reliability objective is achieved. The details on which unit price and the total cost or recommended spares is based shall be included in the tender as an option. However, the cost of such recommended spares shall not be considered for tender evaluation.

11 Warranty:

- 11.1 The supplier shall provide comprehensive on-site warranty (including All Spares, Accessories & Labor) for a period of 05 years from the date of final acceptable of the complete system after successful and complete installation and commissioning with regular updation of newer technology as and when evolved.
- 11.2 The supplier shall set-up a maintenance base to provide maintenance service, of the entire system being offered, at short notice during the warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within 1 hour's notice.
- 11.3 If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- 11.4 If it is found that to meet the performance criteria, any extra equipment is required, the same will be provided free of cost by the supplier.
- 11.5 All faults appearing, their rectification shall be periodically advised to the hospital authorities, the period being not more than a month.
- 11.6 Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
- 11.7 The supplier shall fully associate the engineers and technicians of the Hospitals during installation, testing, commissioning, operation and maintenance period.
- 11.8 Uptime Guarantee: The supplier should provide uptime guarantee of 95%.

12 Downtime Penalty Clause

During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds 5% limit, penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least five years after handling over the unit to the Hospital. If accessories/ other attachment of the system are procured from the third party, then the supplier must produce cost of accessory/ other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Hospital, if required.

The principals of their authorized service providers are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

13 Modification of Contract

- 13.1 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:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of despatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 13.2 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 amendment / modification of the contract.

14 Taxes and Duties

- 14.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

15. Terms of Payment

- 15.1 On successful installation & commissioning of equipment, designated committee shall conduct an inspection to inspect & certify that the commissioned equipment are as per specification given in tender document and system is running satisfactorily. The payment to the supplier shall be released after 30 days of submission of report by the Committee subject to submission of following documents:-

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- Four copies of supplier's invoice showing contract number, goods description, quantity, unit price, total amount, Permanent Account Number and GSTIN ;
- Delivery Challan duly signed & stamped by the authorized representative of purchaser as per format .
- Documentary proof for supply, installation & commissioning of equipment.
- Crossed/cancelled cheque of Bank Account for making payment through NEFT/RTGS.

15.2 **Payment for Annual Comprehensive Maintenance Contract Charges:**

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of Manifold Gas Pipe Line System as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

15.3 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.

15.4 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, 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/Consignee forthwith.

16 **Delivery, Installation & Commissioning**

16.1 All the goods ordered shall be delivered, installed & commissioned within 45 days from the date of issue of purchase order. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. The successful tenderer will also provide basic required training for supplied items & installed system.

If the supplier fails to deliver, installation & commissioning of the entire system on or before the stipulated date, then a penalty at the rate of 2% per week of the total order value shall be levied subject to maximum of 10% of the total order value.

17. **Liquidated damages**

17.1 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/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2% 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. Once the maximum is reached Purchaser/Consignee may consider termination. ***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.***

18 Termination for default

- 18.1 The Purchaser without prejudice to any other contractual rights and remedies available to 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.
- 18.2 In the event of the Purchaser terminates the contract in whole or in part, 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.
- 18.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

19 Termination for insolvency

- 19.1 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.

20 Force Majeure

- 20.1 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and 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.
- 20.2 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.
- 20.3 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.
- 20.4 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

21 Termination for convenience

- 21.1 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.

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- 21.2 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.

22 Resolution of disputes

- 22.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 22.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration who will be Government servant & who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. The award of the arbitrator shall be final and binding on the parties.
- 22.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Lucknow, Uttar Pradesh.

23. Applicable Law

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

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 strictly as mentioned in the list of requirement (Section VI, part I). Also, CMC only to be quoted after warranty period instead of AMC mentioned (if any) in the tender specification.

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SECTION-VI LIST OF REQUIREMENT

Part I

SL No.	ITEM DESCRIPTION	UNIT	Qty	RATE	AMOUNT
1	OXYGEN SYSTEM				
1.1	Main Oxygen Manifold 2x7 cylinders with NRV's, Tail pipes and Middle frame	SET			
1.2	Semi - automatic Oxygen Control Panel (indigenous) with automatic changeover from Running Bank to Reserve Bank of Cylinders and having non-halogenated polymer in the high pressure side of the primary regulators and 40 micron inlet filter.	Nos.			
1.3	3-cylinder Emergency Oxygen Manifold complete with tail pipe, NRV and Pressure Reducing System having non-halogenated polymer materials in the high pressure side of the regulator (IOX-14)/double stage.	SET			
2	Nitrous Oxide System				
2.1	Main Nitrous Oxide Manifold 2x2 cylinders with NRV's, Tail Pipes and Middle Frame				
2.2	Semi - automatic N2O Control Panel with Automatic Changeover (indigenous) from Running Bank to Reserve Bank of Cylinders				
2.3	1-Cylinder Emergency Nitrous Oxide Manifold complete with tail pipe, NRV and Pressure Regulator (Single Stage)				
3	COMPRESSED AIR SYSTEM				
3.1	To design, fabricate, test and install Medical Air System comprising of 1 no of air compressor having 5 HP motor and 1000 litre reservoir tank and filter (3-stage). NRV, Isolation Valves: Air Dryer System and Pressure Reducing System, complete in all aspects	SET			
4	VACCUM SYSTEM				

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4.1	To design, fabricate, test and install Medical Vacuum System comprising of 1 no of Vacuum Pump having 5HP Motor and 1500 litres reservoirs, Bacteria filter, NRV, Isolation Valve, complete in all aspects.	SET			
5	COPPER PIPING AS PER EN 13348 Suitable for Medical use				
5.1	Copper Pipe for Medical use with 12mm x 0.9mm thick	Mtr			
5.2	Copper Pipe for Medical use with 15mm x 0.9mm thick	Mtr			
5.3	Copper Pipe for Medical use with 22mm X 1.0 mm thick	Mtr			
5.4	Copper Pipe for Medical use with 28 mm X 1.0 mm thick	Mtr			
5.5	Copper Pipe for Medical use with 42mm X 1.2 mm thick	Mtr			
6	FACTORY DEGREASED ISOLATION VALVES FOR				
6.1	Isolation Valve with brass adapter for 12mm Copper Pipe i.e. ½” (Butterfly Knob)				
7	VALVE BOX WITH VALVES FOR MEDICAL USAGE				
7.1	Valve Box - 2 Gas Service (size 15mm X 22mm)- 2 GAS = Oxygen, Vacuum	Nos.			
7.2	Valve Box - 3 Gas Service (size 15mm X 15 mm X 22mm) - 3 GAS = Oxygen,Air,Vacuum)	Nos.			
7.3	Valve Box - 4 Gas Service (size 15mm X 15mm X 15mm x 22mm) = (Oxygen, Nitrous, Air ,Vacuum)	Nos.			
8	DIGITAL ALARM SYSTEMS				
8.1	2 Gas Microprocessor Controlled Alarm With Digital Display	SET			
8.2	3 Gas Microprocessor Controlled Alarm With Digital Display	SET			
8.3	4 Gas Microprocessor Controlled Alarm With Digital Display	SET			
9	GAS OUTLETS				
9.1	Double Lock with probe – Oxygen	SET			
9.2	Double Lock with probe -Nitrous Oxide Set	SET			
9.3	Double Lock with probe-Air 4 Medical Air Set	SET			
9.4	Double Lock with probe - Vacuum Set	SET			
9.5	Double Lock with probe- Air 7 Bar				
10	PENDANT				

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10.1	Rigid Ceiling Pendant (Stainless Steel) Set (Oxygen, Vacuum, Nitrous & Air)-2No.each 4 nos. of (5/15 Amp Switch Socket), Monitor Stand, IV Poll	SET			
11	SUCTION AND OXYGEN THERAPY PRODUCT				
11.1	Oxygen Flow meter BPC (0- 15 LPM) with Humidifier Set	SET			
11.2	Ward Vacuum Unit with Regulator and 600ml polycarbonate jar set	SET			
11.3	Theatre Suction Unit with 2 x 2000 ml Polycarbonate Jars Set	SET			
11.4	Kit Conversion - Oxygen Set (For OT)	SET			
11.5	Kit Conversion - Nitrous Oxide Set (For OT)	SET			
11.6	High Pressure Tubing	Mtr			
11.7	Low Pressure Tubing	Mtr			
12	Bed Head Panel - Bed head panel (3.5 ft) with facilities of GAS outlets (Double lock outlet with Parking facilities for Oxygen, Vacuum and Air (4 Bar) with 5/15 Amp Power Socket (duly fitted with 2nos. Of Oxygen, Vacuum-1, Air outlets and 5/15 Amp power switch sockets.	No			
13	Electric Control Panel: Common electrical control panel for both air and vacuum system consisting of various MCBs, starters and electric equipments required for functioning of both systems.				

SECTION-VII
TECHNICAL SPECIFICATIONS

Oxygen Manifold

- 1.1 Oxygen Manifold: Main with Middle Frames 2 x 7 Cylinder Oxygen Manifold should be suitable to withstand a pressure of 145 Kg/cm², along with high-pressure copper annealed tail pipes with end Brass adapter suitable for Oxygen Cylinders and manifold.

Top frame comprising of high pressure copper pipes of size 1/2" I.D. x 15swg with high pressure brass fittings made of high tensile brass and connections through non- return valves; high pressure copper tail pipes, made of high pressure copper pipe of size 1/4" I.D. x 15 swg. The design of middle and bottom frames should be provided to fit both round and flat bottom cylinders safely. The manifold shall be tested (hydraulically) at 3500 psig and necessary test certificates accompany along with the supply.

Only Non Halogenated Polymer materials are to be used in the Non Return Valves supplied along with the manifold.

- 1.2 **Semi-Automatic Control Panel - Oxygen:**

Control panel will have two first stage regulators each capable of delivering 100 - 200 psi g outlet pressure.

Both the first stage regulators in the oxygen control panel will have non- halogenated polymer in the high pressure side to ensure that there will be no ignition due to adiabatic compression. Furthermore, 40 micron filter should be provided at the inlet of each high pressure regulators of the oxygen control panel.

The first stage regulators will be connected to a common second stage regulator which will deliver an outlet pressure of 60 psi g.

The first two regulators meant for first stage will be capable of switchover system incorporated from "RUNNING" to "RESERVE" bank due to differential pressure.

The control panel will provide for two individual content contact pressure gauges to indicate the cylinder pressure in the two wings of the manifold and common pressure gauge to indicate the delivery / line pressure.

The control panel will have built in audio-visual signal lamp indications for bank changeover

The control panel will be covered with aesthetically suitable cover for safe operation indicating the respective services.

Control panel will have built in transformer to ensure safe operation by low voltage.

1.3 **Oxygen Manifold: Emergency with Middle Frames**

Single Cylinder Oxygen Manifold should be suitable to withstand a pressure of 145 Kg/cm², along with high-pressure copper annealed tail pipes with end Brass adapters suitable for Oxygen Cylinders and manifold.

Top frame comprising of high pressure copper pipes of size 1/2" I.D. x 15swg with high pressure brass fittings made of high tensile brass and connections through non- return valves; high pressure copper tail pipes, made of high pressure copper pipe of size 1/4" I.D. x 15 swg. The manifold should be tested (hydraulically) at 3500 psig and necessary test certificates should accompany along with the supply.

A High Pressure Regulator to be mounted on the Manifold System for reducing the cylinder pressure suitable to the line pressure.

Only Non Halogenated Polymer materials are used in the Non Return Valves & Pressure Reducers supplied along with the manifold.

2 **Nitrous Oxide Manifold**

Nitrous Oxide Manifold: Main with Middle Frames 2 x 2 Cylinder Nitrous – Oxide Manifold should be suitable to withstand a pressure of 145 kg/cm², along with high-pressure copper annealed tail pipes with end Brass adapter suitable for Nitrous oxide cylinders and manifold.

Top frame comprising of high pressure copper pipe of size 5/8" I.D. x 7/8" OD with high pressure brass fittings made of high tensile brass, NRV and high pressure copper tailpipes made of high pressure copper pipe of size 3/16 inch I.D. x 3/8 inch OD. The manifold will be hydraulically tested to 3500 psig.

The manifold will be so designed that it shall suit easy cylinder changing and positioning. The system will have non-return valves for easy changing of cylinders without closing the bank.

The Cylinder will be placed with the help of cylinder brackets and fixing chains which will be zinc plated.

2.2 **Semi-Automatic Control Panel – Nitrous Oxide**

- Control Panel will have two first stage regulators each capable of delivering 100-200 psig outlet pressure. It should comply international standards HTM 02-01/NFPA-99/ISO 7396-1
- Both the first stage regulators in the oxygen control panel will have non-halogenated polymer in the high pressure side to ensure that there will be no ignition due to adiabatic compression. Furthermore, 40 micron filter should be provided at the inlet of each high pressure regulators of the oxygen control panel.
- The first stage regulators will be connected to a common second stage regulator which will deliver an outlet pressure of 60 psi g.
- The first two regulators meant for first stage will be capable of switchover system incorporated from "RUNNING" to "RESERVE" bank due to differential pressure.

- The control panel will provide for two individual content pressure gauges to indicate the cylinder pressure in the two wings of the manifold and common pressure gauge to indicate the delivery/line pressure.
- The control panel will have built in audio-visual signal lamp indications for bank changeover.
- The control panel will be covered with aesthetically suitable cover for safe operation indicating the respective services.
- Control panel will have built in transformer to ensure safe operation by low voltage.
- N2O Control Panel will have in built heating arrangement to ensure that there will be no freezing in the delivery line during high flow requirement.

2.3 Nitrous Oxide Manifold: Emergency

Single cylinder with outlet point, MOX regulator and High pressure tube

3 MEDICAL COMPRESSED AIR COMBINED AIR PLANT AND SURGICAL AIR PLANT (7BAR) - at least 1000 LPM

Air Plant System

The Medical Air system shall conform to EN ISO 7396-1 and NHS Health Technical Memorandum HTM02-01. Medical quality air to the European Pharmacopoeia monograph shall be delivered at pressures of 700kPa (7 bar) gauge for supply of the hospital medical or surgical air systems. The entire system shall be such that any single functional component failure will not affect the integrity of the medical compressed air supply.

3.1 Sources of Supply - HTM02-01

Control System

The central control system shall provide an intelligent human machine interface incorporating on board flash memory and real-time clock for recording operational parameters in the inbuilt event log. The central control system shall operate at low voltage and include BMS connection for plant fault, plant emergency, reserve fault and pressure fault. Visualization of plant inputs, outputs and status through a web browser, using a simple Ethernet connection shall be available. The central control unit shall incorporate a user friendly 5.7" high-definition colour display with clear pictograms and LED indicators, providing easy access to system operational information.

A mechanical back-up facility shall ensure continued operation in the event of a control system malfunction. The control system shall normally employ automatic rotation of the lead compressor to maximize life and ensure even wear.

Compressors

Compressors shall be oil injected rotary screw compressors suitable for both continuous and frequent start/stop operation at a nominal outlet pressure of 750 kPa (7.5 bar) gauge. Compressors shall be supplied with a block and fin style after cooler with a dedicated quiet running fan to

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maximize cooling and efficiency. A multistage oil separator capable of achieving 2ppm oil carry over shall be fitted to minimise contamination and maintenance. EFF1 (CEMEP) rated TEFC, IP55 class F electric motors shall be used and incorporate maintenance-free greased for life bearings. Motors with lower efficiency ratings are not acceptable.

3.2 Dryer/Filter/Regulator System

The duplexed filter and dryer module shall incorporate high efficiency water separators, oil filters, heatless regenerative desiccant dryer, dust/activated carbon filters, hopcolite filters and bacterial filters with autoclavable element. Electrical contacts shall be installed on the filters to provide warning alarms on the dryer controller in the event of high pressure drop (ie blockage) and shall also include connections for BMS. Contaminants in the delivered air downstream of the bacterial filters shall be maintained at levels below those shown in the following table:

Contaminant	Threshold
H2O	67 ppm v/v
Dry particulates	Free from visible particulates in a 75 litre sample
Oil (droplet or mist)	0.1 mg/m ³
CO	5 ppm v/v
CO2	500 ppm v/v
SO2	1 ppm v/v
NO	2 ppm v/v
NO2	2 ppm v/v

Dryer Purge Control

The dryer control system shall incorporate a Purge Saver Energy Management system that freezes the regeneration of the desiccant once adequate dew point is reached in the inactive tower. Only when the dew point level in the active tower deteriorates to an unacceptable level, will the intelligent controller switch towers. This shall be achieved by including an additional dew point sensor and associated software in the dryer controller to effectively manage the system as well as providing on screen measurements of purge savings.

Dew Point Monitoring

The dryer shall incorporate a ceramic dew point hygrometer with an accuracy of $\pm 10^{\circ}\text{C}$ in the range -20 to -80°C atmospheric dew point and 4-20mA analogue output. Aluminium oxide or palladium wire sensors are not acceptable. An alarm condition shall trigger on the dryer control panel if the dew point exceeds a -46°C atmospheric set point. The plant control unit shall incorporate a multifunctional LCD displaying, amongst other things, the dew point of the delivered air to enable monitoring of the air quality by the hospitals estates department. Volt free contacts shall be included to enable the dew point alarm signal to be connected to a central Manifold gas alarm system and/or building management system (BMS). To enable periodic calibration of the dew point sensor element, the hygrometer shall be remotely connected downstream of the dryer via a micro-bore tube. It is not acceptable to install the sensor directly into the Manifold air supply pipeline.

Receiver Assembly

Air receivers shall comply with BS EN 286-1, supplied with relevant test certificates. Each air receiver shall be hot dip galvanised inside and out and fitted with a zero loss electronic drain valve. Float type drain valves are not acceptable. The receiver assembly shall be fitted with a pressure safety valve capable of passing the maximum flow output of the compressor at 10% receiver overpressure. The receiver shall be further protected by a safety pressure relief valve and include a pressure gauge. The system shall consist of 1 receiver vessel each shall be of 1500 litres.

There shall be the followings available for enhanced operation of the air plant system:-

- Phase sequence relays that prevent unintentional reverse operation of the compressors
- Synthetic oil for increased compressor life
- Tropical thermostatic sensors for countries with high humidity

CE Marking

The standard range of Medical Air plant systems are 'CE' marked under the Medical Devices Directive 93/42/EEC with approval from notified body no. 0088 (Lloyd's Register Quality Assurance). Under this directive, the specified products are classified as Class II Medical Devices. ALTERNATIVELY, compressed medical air plant of equivalent system capacity suitable for medical & surgical air as per NFPA99C standard with UL listed control panel can be offered.

4.0 VACUUM PLANT - System Capacity approximately 1500 litres per minute at 19 INCH Hg - fully compliant to HTM standards

4.1 Medical Vacuum

The Medical Vacuum System shall conform to EN ISO 7396-1 and NHS Health Technical Memorandum No. 2022. The Medical Vacuum System shall ensure the minimum pipeline vacuum level of 450mmHg is maintained at the plant service connection point at the rated volumetric 'free air' flow rate with two pumps in standby. The bacteria filtration system shall be 'duplexed' such that each filter can be isolated for replacement of the filter cartridge.

4.2 Vacuum Pumps

Four Vacuum pumps shall be air-cooled; oil lubricated rotary vane type suitable for both continuous and frequent start/stop operation at nominal inlet vacuum levels of between 578mmHg and 728mmHg. Composite carbon fibre rotor blades shall be fitted to minimize the cost of maintenance. Rotors shall be driven by directly coupled TEFV electric motors. Pump inlets shall include a wire mesh filter and integral non-return valve to prevent oil suck back and pressure increases in the vacuum system. Each vacuum pump shall have an integral separator filter to ensure a virtually oil-free exhaust. Each pump shall be fitted with anti-vibration pads between the pump foot and mounting frame.

Bacteria Filters

The duplex bacteria filter system shall incorporate high efficiency filter elements. A differential vacuum indicator shall be installed across the filter to indicate blockage. Additional pressure sensors shall be installed at the inlet and outlet of the filter to measure the pressure drop across the filters. Each filter shall be designed and sized to carry the full plant design flow capacity with a pressure drop not exceeding 33mbar (25mmHg). Bacteria Filter elements shall have penetration levels not exceeding 0.005% when tested by the sodium flame method in accordance with BS 3928:1969 and utilising particles in the 0.02 to 2 micron size range. Drain flasks shall be connected to each filter. Drain flasks shall be manufactured from transparent Pyrex® with a polymer coating on the inner and outer surfaces in order to maintain a seal in the event of inadvertent breakage of the Pyrex® flask. All drain flasks shall be suitable for sterilisation and be connected via a manual isolating valve.

4.3 Control System

The central control system shall provide an intelligent human machine interface incorporating on board flash memory and real-time clock for recording operational parameters in the in built event log. The central control system shall operate at low voltage and include BMS connection for common fault. Visualisation of plant inputs, outputs and status through a web browser, using a simple Ethernet connection shall be available. The central control unit shall incorporate a user friendly 5.7" high-definition colour display with clear pictograms and LED indicators, providing easy access to system operational information.

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Cascading of vacuum pumps shall be achieved by measuring the vacuum level at the plant inlet with a pressure transducer. A mechanical back-up facility shall ensure continued operation in the event of a control system malfunction. The control system shall normally employ automatic rotation of the lead pump to maximise pump life and ensure even wear.

4.4. Vacuum Receiver(s)

Vacuum receiver(s) shall be supplied with relevant test certificates and have a total volume of at least 100% of the plant output in 1 minute in terms of free air aspirated at normal working pressure. Each vacuum receiver shall be hot dip galvanised inside and out. One receiver tanks of total 1500 litres capacity.

CE Marking

The standard range of Medical Vacuum plant systems are 'CE' marked under the Medical Devices Directive 93/42/EEC with approval from notified body no. 0088 (Lloyd's Register Quality Assurance). Under this directive, the specified products are classified as Class I Ia Medical Devices.

ALTERNATIVELY, compressed medical air plant of equivalent system capacity suitable for medical & surgical air as per NFPA99C standard with UL listed control panel can be offered.

5 **Distribution Piping:**

SCOPE: The scope of work shall cover all distribution piping and terminal units for oxygen, nitrous oxide, vacuum and compressed air.

MATERIALS: Solid drawn, seamless, de-oxidized, non-arsenical, half-hard, tempered and de- greased copper pipe conforming to EN 13348: 2008. All copper pipes will be de- greased & delivered capped at both ends. The pipes will be accompanied with manufacturers test certificate for the physical properties & chemical composition. Copper pipe will also have third party inspection certificate from Lloyd's' Register Services.

The Pipe Sizes to be used are from among as under:

SL. NO.	COPPER PIPE'S OUTER DIAMETER	THICKNESS OF COPPER PIPE
5.1	12 mm	0.9mm
5.2	15 mm	0.9 mm
5.3	22 mm	0.9 mm
5.4	28 mm	1 mm
5.5	42 mm	1.2 mm

Copper fittings shall be made of copper and suitable for a steam working Pressure of 17 bar and especially made for brazed socket type connections. All copper fittings will be conforming to EN 1254-1, should be factory de-greased, certified, and individually packed and identified for medical use. Fittings should be kite marked up to 54 mm size.

Isolation valves

The isolation valves will be Non Lubricated, 90° turn level, Ball type, suitable for oxygen service. All valves shall be pneumatically tested for twice the working pressure and factory de-greased for medical gas service before supply.

6 Service valve box: 2 /3/4 Gas types.

INSTALLATION & TESTING

Installation of piping shall be carried out with utmost cleanliness. Only pipes, fittings and valves which have been de-greased and fittings brought in polythene sealed bags shall be used at site. Pipe fixing clamps shall be of nonferrous or non-deteriorating plastic suitable for the diameter of the pipe.

All copper-to-copper joints shall be made without using. All joints shall be made of copper to copper and brazed by silver brazing filler material without flux. Copper to copper joints shall be brazed using a brazing rod CP 104 (5% silver- copper phosphorous brazing alloy) and copper-to-brass or gunmetal shall only be joints using brazing rod AG 203 (43% Silver-copper-zinc-brazing alloy) manufactured to EN-1044.

Inert gas welding technique should be used by oxygen free Nitrogen gas inside copper pipes while brazing to avoid carbon deposition.

Adequate supports shall be provided while laying pipelines to ensure that the pipes do not sag. Suitable sleeves shall be provided wherever pipes cross through h walls / slabs. All pipe clamps shall be non-reactive to copper.

After erection, the pipes will be flushed and then pressure tested with dry air at a pressure equal to 1.5 times of the working pressure or 150 psig, whichever is higher for a period of not less than 24 hours.

All the piping system shall be tested in the presence of the site-engineer or his authorized representative.

7 PAINTING

All exposed pipes should be painted with two coats of synthetic enamel paint and colour codification should be as per IS : 2379 of 1963.

8 Digital Alarm System

- Four Channel Microprocessor Controlled Alarm for Pneumatic & Vacuum Services has the following features:
- Digital Display of Line Pressure for all the services with factory calibrated pressure sensors.
- Color coded LED Display of Line pressure status (High - Caution - Normal - Caution- Low)
- Audible Alarm for High & Low pressure condition.
- Test and Alarm Acknowledge (Mute) facility. (Alarm acknowledge (Mute) time span is programmable from 1 to 60 min).
- Programming facility of alarm limits from front panel (Password protected, preferably to be done through supplier's engineer).
- Facility to connect to remote alarm box by potential free contacts provided in the alarm box.
- Small and compact design. Light Weight (3 kg)
- Imported highly sensitive gas pressure sensors & CE marked power supply.
- Mounted on a powder coated MS box.
- Nut & Nipples are provided for connection with
- Pneumatic supply line.
- Low voltage internal operation with input power supply of 220V AC.
- Battery Backup (Optional, with extra price).
- Easy wall mounting facility.

9 Double Lock Outlet (Indigenous)

Outlets shall be manufactured with a 165 mm length, Copper inlet pipe stub which is silver brazed to the outlet body. Body shall be of one piece brass construction. For positive pressure gas services, the outlet shall be equipped with a primary and secondary check valve and the secondary check valve shall have break safe mechanism and also comply to EN 737 pressure test standards and rated at minimum 200 psi in the event the primary check valve is removed for maintenance.

The outlet assembly should have separate colour coding for each services and will accept only corresponding gas specific adaptors.

All outlets shall be cleaned and de-greased for medical gas service, factory assembled and tested.

The medical gas outlets should be of quick connecting and wall mounted modular type.

10 Ceiling Pendants:

Rigid Ceiling Pendant (for OT)

The heavy duty pendant will be mounted on ceiling and the column length to be fabricated for the specified ceiling height.

Each pendant will have a Pendant Head which should accommodate the required nos. of gas outlets and electrical sockets with complete separation between gas outlets and electrical sockets.

The pendant head will have following features:

Made of stainless steel with polyurathene coated finish

Sets of duplex 5/15 Amp, 230V electrical sockets Provision of Gas/Vacuum outlets as follows:-

- 2 nos. of Oxygen Outlets
- 1 no. of Compressed air Outlet (4 bar)
- 2 no. of Vacuum Outlets
- 2 no. of Nitrous

11 BPC Flow meter with Humidifier :

11.1 Back Pressure Compensated flow meter will be of accurate gas flow measurement with following features :

- Control within a range of 0 - 15 lpm (calibration within +/- 10%).
- It will meet strict precision and durability standard.
- The flow meter body will be made of brass chrome plated materials.
- The flow tube and shroud components will be made of clear, impact resistant polycarbonate.
- Flow Tube will have large and expanded 0 - 5 lpm range for improved readability at low flows.
- Inlet filter of stainless steel wire mesh to prevent entry of foreign particles.
- The humidifier bottle will be made of unbreakable polycarbonate material and autoclavable at 121 degree Centigrade temperature.

11.2 Ward Vacuum Units :

- Ward Vacuum Unit will be of light weight and compact. The unit will consist of a regulator,
- A 600 ml. reusable collection jar, made of unbreakable poly carbonate material and fully autoclavable at 134 degree centigrade A wall bracket for mounting the jar assembly on the wall.
- The vacuum regulator will be infinitely adjustable and have vacuum gauge which indicates suction supplied by the regulator. Safety trap will be provided inside the jar to safeguard the regulator from overflowing.

11.3 Theater Vacuum Units :

The unit will be consisting of two reusable 2000 ml shatter resistant bottle, each made up of poly carbonate material and fully autoclavable at 134 degree centigrade.

A vacuum regulator with instant ON / OFF switch and a three way selector switch with an option to operate either

- Left, Right or Both.

All the above items will be mounted on a Trolley having free moving castor wheels.

12 Bed Head Panels

12.1 Bed Head Panels horizontal/ vertical

It should have the following features-

- Minimum length 3.5 feet (4 Gases)
- Efficient, safe & Robust design in extruded aluminum section. Smooth curved surfaces, with acceptable colour choice Should have an integrated rail system to mount accessories
- Segregation of services i.e. low voltage supplies, high voltage supplies, and medical gases should be maintained throughout.
- Entire pipe line should run in continuous horizontal panels with no break for each unit & length as per area where it has to be installed.

Facility as per under

- Oxygen -2, Vacuum-1, Medical air -1, Infusion pump mount pole with adopter for mounting at least two pumps.
- Electrical outlets- 4 Combined 15/5 Amp

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Five years Comprehensive Warranty as per Conditions the TE document for complete system (including Batteries for UPS, other vacuumatic parts wherever applicable). Warranty period will be 5 years from the date of installation, commissioning and Site Modification Work from the date of satisfactory installation, commissioning, trial run & handing over of Manifold Gas Pipe Line System to Hospital.
- b) 95% up time Warranty of complete System with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period, if applicable.**

2. After Sales Service:

After sales service centre should be available at the city of Hospital on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the bidder that the spares for the Bio Manifold Gas Pipe Line System shall be available for at least 10 years from the date of supply, installation & commissioning of system.

3. Training:

On Site training to Technicians/ staff is to be provided by successful bidder (if they have the requisite know-how) for operation and maintenance of the Manifold Gas Pipe Line System to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification.

4. Annual Comprehensive Maintenance Contract (CMC) of Manifold Gas Pipe Line Systems 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 5 years on yearly basis for complete system (including Batteries for UPS, other vacuumatic parts wherever applicable) and Site Modification Work (if any). The supplier shall visit each site as recommended in the manufacturer's technical/ service/operational manual, but at least once in three months during the CMC period.
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the Manifold Gas Pipe Line System as per Section XV valid till 2 months after expiry of entire CMC period.
- d) 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.
- e) During CMC period, the supplier is required to visit at each consignee's site at least once in 03months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- f) All software updates should be provided free of cost during CMC.
- g) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- h) The payment of CMC will be made as stipulated in GCC Clause 21.

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.

- 1 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number
- 2 Plant and machinery details
- 3 Manufacturing process details
- 4 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum
- 5 Total annual turn-over (value in Rupees)
- 6 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 7 Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other
- 8 Details of staff
 - a) technical
 - b) skilled
 - c) unskilled

Signature and seal of the Tenderer

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Section – IX Qualification Criteria

1. The Tenderer must be a Manufacturer or its Authorized Agent/Distributor/Dealer/Stockist (hereinafter called only Authorised Agent).
2. The manufacturer should have an average annual turnover of Rs.30 lakh during the last three years (2014-15, 2015-16, 2016-17). The bidder should submit balance sheet and Profit & loss account duly attested by chartered accountant for the preceding three financial years.
3. The tenderer quoting as authorised agents must submit the manufacturer's authorisation as per the format given in Section XII. The agent should have been appointed atleast one year prior to the publication of this tender enquiry. The proof of appointment as authorised agent shall be submitted (if not original then notarized photocopy, however purchaser may call for original to varify)
4. Meeting the criteria as per clause 2 & 3 above, the tenderer quoting as Authorised Agent should have an average annual turnover of not less than Rupees Rs. 30 lakh) in the last preceding 3 financial years. They shall submit balance sheet and profit & loss account of the manufacturer and also their own for preceding three financial year duly attested by chartered accountant.
5. Eligible bidders should have successfully executed in last five years from the date of tender opening, similar project of value, equivalent to or exceeding Rs.60 lakhs. Out of this at least one single order for similar work of minimum Rs.6 lakhs should have been executed in india.
6. Solvency Certificate
The bidder shall submit solvency certificate equal to Rs.30 lakhs issued in the name of the bidder which should not be more than six months old from the date of bid opening.
7. The bidder should have earned a net profit atleast in two financial years out of the preceding three financial years. **(The bidder should not have incurred any loss in any of the financial year during last three years from the date of tender opening).**

Note:

1. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser. The Purchaser reserves the right to ask for a free demonstration of the quoted Goods/Stores at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.
2. The start-ups claiming exemption on the required prior experience, should furnish along with the bid
 - (i) All necessary documents in support of the claim regarding exemption on prior experience as mandated by concerned Ministry/ Board, Govt. of India.

Notwithstanding anything stated above, the Purchaser reserves the right to verify/ consider, whether the firm/ entity is eligible for exemption regarding prior experience requirement.

3. The tenderer shall give an affidavit as under:
“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”
4. In support of 5, the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.
The manufacturer (Tenderer) / Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
5. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Manifold Gas Pipe Line System and Quality Control in the enclosed Section VIII.
6. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

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Section – X TENDER FORM

Date_____

To

Team Leader- Admin & Commercial
HLL Mother & Child Care Hospitals Limited

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver_____ (*Description of goods and services*) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form.

We agree to keep our tender valid for acceptance as required in the clause ____, or for subsequently extended period, if any, agreed to by us.

We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

HLL Mother & Child Care Hospitals Limited

SECTION - XI **PRICE SCHEDULE**

NIB Ref./ RFx No.	
Name of the bidder	

Price Format - A (in case of goods and/or services offered in INR)										
1	2	3	4	5	6	7	8	9	10	11
Sl. No	Description of goods as per specification and/or BOQ	Make/ Model	Country of Origin	Quantity	Unit of Measurement (No./ Set/ mtr./ ltr./ Kg. etc)	Unit Price at Consignee Site (excluding GST)	Applicable GST (%)	Applicable GST value/ unit (7 x 8)	Unit Price at Consignee Site (7+9)	Total Price at Consignee Site (6 x 10)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
									Sum Total of Column 11	

Total value of above offer in INR consideration:

Rs. _____

(Total value in words):

Note: 1. All the information must be entered in the relevant columns

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2. Any Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training at the Consignee site), Turnkey work, etc. are to be shown as separate line item with HSN/ SAC Code and applicable GST based on nature of the work
3. **All the items in the tender must be quoted (separate price for each item) by the bidder as the Comparison/ranking of price bids shall be based on the total tender price (sum total of all the items value) at Consignee Site basis. Offers for items less than 100% of tendered items will be considered unresponsive and liable to be rejected**
4. All the items under this tender must be quoted in Indian Rupees only.

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Price Format - B (price schedule for Comprehensive Annual Maintenance Contract after warranty period)									
1	2	3	4	5	6	7	8	9	10
Sl. No.	Short description of the equipment	Quantity as per List of Requirement	Year wise charges per unit for annual comprehensive maintenance contract in INR					Charges for 5 years per unit (4+5+6+7+8)	Total Charges for 5 years 3 x 9
			6th year	7th year	8th year	9th year	10th year		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									

GST: (included or extra to be shown here)

(Total charges in words):

- Note:**
1. All the information must be entered in the relevant columns
 2. The cost of CMC may be quoted along with GST applicable on the date of Tender Opening.
 - 3 Items wise CMC cost must be quoted

**SECTION – XII
MANUFACTURER’S AUTHORISATION FORM**

HLL Mother & Child Care Hospitals Limited

Team Leader- Admin & Commercial
HLL Mother & Child Care Hospitals Limited

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) 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 TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s): _____

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 tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized 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) *Original letter may be sent.*
- (3) *The purchaser reserves the right to verify this document with its signatory.*

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SECTION - XIII **BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CMC SECURITY**

Team Leader- Admin & Commercial
HLL Mother & Child Care Hospitals Ltd.,

Whereas _____ (Name & Address of the Supplier) (hereinafter called “the Supplier”) has undertaken , in pursuance of Contract No. _____ dated _____ to supply (description of goods & services) (hereinafter called “ the contract”)

AND WHEREAS it has stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized 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 months 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

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**PROFORMA `A`
PROFORMA FOR PERFORMANCE STATEMENT
(For the Last Five Years)**

Tender Reference No : _____
 Date Of Opening : _____
 Time : _____
 Name & Address of the Tenderer : _____
 Name & Address of the Manufacturer : _____

Order Placed By Full address of Purchaser	Order Number & Date	Description and Quantity of Ordered goods and Services	Value of Order (Rs)	Date of Completion of Contract		Remarks indicating reasons for delay, if any	Have the goods been functioning satisfactorily (attach documentary proof)**
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/ end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.

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CONTRACT FORM - B **CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annual CM Contract No. _____ **dated** _____

Between: (Address of Head of Hospital)

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 5 Years
			1 st	2 nd	3 rd	4 th	5 th	
			A	B	C	D	E	

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

2. 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)
3. 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 Manifold Gas Pipe Line System.
4. 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.
5. 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.
6. All software updates should be provided free of cost during CMC.
7. The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the Manifold Gas Pipe Line System as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
8. If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the Manifold Gas Pipe Line System as per contract) shall be payable to the Consignee.

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9. **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.
10. **Paying authority:** _____ (name of the consignee i.e. Hospital authorized official)

(Signature, name and address of Hospital authorized official)

For and on behalf of _____

Received and accepted this contract.

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

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SECTION – XIV **RECEIPT CERTIFICATE**

(To be given by consignee's authorized representative)

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

1	Contract No. & Date	
2	Supplier's Name	
3	Name & Address of Delivery Place with Telephone No & Fax No.	
4	Name of the items supplied	
5	Quantity Supplied	
6	Date of Receipt by the Hospital Authority/ Purchaser	
7	Name and designation of Authorized Representative of Hospital/ Purchaser	
8	Signature of Authorized Representative of Purchaser/Hospital	
9	Seal of the Hospital Authority/Purchaser	

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SECTION- XV

List of Hospitals/Districts	
1	Ambedkar Nagar
2	Aauriya
3	Azamgarh
4	Bagpat
5	SantKabir Nagar
6	Etah
7	Hardoi
8	JyotibaPhule Nagar (Amroha)
9	Kannauj
10	Kaushmabi
11	Kushinagar
12	Maharajganj
13	Siddharth Nagar
14	Mau
15	Pratapgarh
16	Jaunpur
17	Gorakhpur
18	Ghazipur
19	Deoria
20	Ballia

Signature of Authorized Person

Full Name:

Company's Seal:

Date :

Place :

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Section XVI Check List

Sl No.	Criteria	Page no.
1	Whether Earnest Money Deposit applicable as per NIT submitted in form of DD/Banker's Cheque/Bank Guarantee? (Details of EMD submitted to be mentioned in Remarks column)	
2	In case EMD is not applicable, whether copy of valid registration details with DGS&D or NSIC submitted (such registration reference and expiry date to be mentioned in the Remarks column)	
3	Whether Tender Form as per Section X submitted	
4	Whether Power of Attorney in favor of the person who is signing the tender(s) is submitted	
5	Whether Certificate of Incorporation in favour of the bidder or a partnership deed (for partnership firm) or a declaration in case the bidder is a proprietary firm is submitted	
6	Whether self-attested copies of VAT/GST registration certificate and PAN Card submitted. <i>(Please indicate reference numbers in the Remarks column)</i>	
7	Whether submitted a non-conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.	
8	Whether submitted a notarized affidavit that the bidder does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.	
9	Whether submitted a self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India)	
10	Whether the bidder is eligible for price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per MSMED Act 2006	
11	If the answer at sl. no.10 above is 'Yes', whether the bidder firm is owned by SC/ST	
12	Whether Tender Validity is minimum 15 months from the date of tender opening	
13	Whether Manufacturer's Authorization Form submitted, in case of Tenderer/Agent who quotes for goods manufactured by other manufacture as per Section XII strictly as per the prescribed format.	
14	Whether Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate submitted.	
15	Whether Price Schedule(s) filled up as per instruction with all the details including Price, Make, Model, Country of Origin etc. of the goods offered	
16	Whether submitted the Name and full address of Banker(s) along with Account Number in favour of Bidder	
17	Whether Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2016, in pdf format submitted	
18	Whether Warranty, CMC terms as per the TED are acceptable	
19	Whether all terms and conditions of TE document including Payment terms, Delivery terms, Delivery period, Dispute Resolution Clause etc. are acceptable	

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20	Whether Quality Control Requirements submitted	
21	<p>The startups claiming exemption on the required prior experience, and complying the condition of GIT Clause 35.3 (iv), should furnish along with the bid</p> <p>(i) All necessary documents in support of the claim regarding exemption on prior experience as mandated by concerned Ministry/ Board of Govt. of India.</p> <p>Notwithstanding anything stated above, the Purchaser reserves the right to verify/ consider, whether the firm/ entity is eligible for exemption regarding prior experience requirement.</p>	
22	<p>Whether given an affidavit as under:</p> <p>“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”</p>	

