

HITES/PCD/PMSSY-IV/24/PATH/2023-24/4589
 (By Reg. Post/Courier/Email)

Date: 20-Jan-2024

NOTIFICATION OF AWARD

M/s. SPSS Mediline (GeM SELLER ID: BB33180000097746)
 88, Flyover Market,
 Defence Colony,
 New Delhi - 110 024
 Ph: 9999969798
 E-mail:- admн.spssmediline@gmail.com; spssmediline@gmail.com

Sub: Procurement of **Automated Urine Analyser (Sch. No. 3)** for Dept. of **Pathology Lab.**
Ref: Tender Enquiry No. **HITES/PCD/PMSSY-IV/24/PATH/2022-23 dated 05-Aug-2022** (Tender ID - **2022_HLL_124639_3**) and your bid submitted for the same.

Sir,

We are directed by the Ministry of Health and Family Welfare (MOHFW) to inform you that your bid for the procurement of **Automated Urine Analyser** against **Tender ID 2022_HLL_124639_3 (Tender Enquiry No. HITES/PCD/PMSSY-IV/24/PATH/2022-23 dated 05-Aug-2022)** has been accepted and we are hereby placing the order on behalf of Ministry of Health and Family Welfare for the following equipment to be supplied as per the Terms and Conditions as indicated below in continuation to the General Conditions of the Contract and Special Conditions of Contract and all the other sections as detailed and forming part of the Bid Document. The equipment should be brand new, unused and as per the Technical Specification of our bid document along with amendments if any and your offer along with technical clarification and negotiations, if any, which is attached as Annexure. I. The bid document along with amendment if any forms an integral and inseparable part of this NOA.

1) Prices –

Sl. No.	Brief Description of item/goods	Qty.	Unit Price excl. GST	GST %	GST Amount	Total Unit Price incl. GST	Total Price
			(₹)		(₹)		
1	Automated Urine Analyser , as per technical specification Make/Model: Sysmex/ UN 3000-111 (UC-3500 + UF-5000 + UD-10)	01 No.	27,00,000	18%	4,86,000	31,86,000	31,86,000
Total Value in words: Rupees Thirty One Lakh Eighty Six Thousand Only.							

Note: Purchaser reserves the right to place the balance quantity under tolerance clause at the same price and terms and conditions till the validity of this contract



एचएलएल इन्फ्रा टेक सर्विसिज लिमिटेड
 (एचएलएल लाइफकेयर लिमिटेड की समनुषगी,
 भारत सरकार का उद्यम)

निगमित कार्यालय: बी-14ए, सेक्टर-62,
 नोएडा-201 307, उत्तर प्रदेश, भारत
 ई मेल: enquiry@hllhites.com

वेबसाइट: www.hllhites.com
 दूरभाष: +91 120 4071500
 फैक्स: +91 120 4071513

सीआईएन: यू45200केएल2014जीओआई036617

HLL Infra Tech Services Ltd.
 (Subsidiary of HLL Lifecare Ltd.,
 A Government of India Enterprise)

Corporate office: B-14 A, Sector - 62,
 Noida - 201 307, Uttar Pradesh, India
 Email: enquiry@hllhites.com

Website: www.hllhites.com
 Tel: +91 120 4071500
 Fax: +91 120 4071513

CIN: U45200KL2014G0I036617

2. Terms and Conditions:

The prices accepted are firm and fixed during the currency of the contract. The scope of supply shall be as per terms & conditions given below and as detailed in the bid document: -

Sl. No.	Item	Description
i)	Name & Address of the Purchaser	Ministry of Health and Family Welfare, Government of India through M/s. HLL Infra Tech Services Limited, Procurement & Consultancy Division, B-14 A, Sector-62, Noida-201307
ii)	Name & Address of the Consignee(s)	The Dean Govt. Medical College, Bhavnagar Nr. ST Bus Stand, Jail Road, Bhavnagar 364001 (Gujarat), Phone No.:0278-2430808, 2510236 Email:- dean.health.bhavnagar@gmail.com GST – 24AHMD03735E1DZ
iii)	Name & Address of Manufacturer	Sysmex Corporation
iv)	Country of Origin	Japan
v)	Delivery Period	<p>75 days from date of Notification of Award to delivery at consignee site or within 30 days from the date of site readiness, whichever is later. The date of delivery will be the date of delivery at consignee site.</p> <p>Installation and commissioning to be completed within 45 days of receipt of the goods at site/stores or within 45 days of handing over the site for installation whichever is later.</p> <p>(The supplier has to ensure the site readiness from the Head of the institute or Head of the Department or Nodal officer of respective consignee before dispatching the equipment.)</p> <p>The date of delivery of the goods stipulated in the schedule shall be deemed to be the essence of the contract and the delivery must be completed not later than the time period as specified above. For delayed delivery and or installation and commissioning liquidated damages will get applied as per 2(xv) below.</p>
vi)	Terms of Delivery	Delivery at consignee site.
vii)	Despatch Instructions	To be dispatched to Consignees (mentioned above) on freight paid basis. Freight charges & insurance charges including transportation to consignee's site will be borne by the supplier. The insurance for 110% of the delivered cost of equipment should be taken from supplier's warehouse to consignee's warehouse [Extended Insurance (for 3 months extra from the date of delivery to the consignee site) for inland freight and storage basis.]. The equipment should be addressed and delivered to the respective Consignees.
viii)	Packing & Marking	The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at

Sl. No.	Item	Description
		<p>all points during transit up to final destination as per the contract. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. 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.</p> <p><u>Packing instructions:</u></p> <p>Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:</p> <ol style="list-style-type: none"> contract number and date brief description of goods including quantity packing list reference number country of origin of goods consignee's name and full address and supplier's name and address
ix)	Inspection Authority	CEO, HLL Infra Tech Services Limited, B-14 A, Sec.62, Noida-201307 (UP) or his designated representative.
x)	Inspecting Officer	Authorize Representative (s) of the Inspection Authority mentioned above.
xi)	Pre-dispatch inspection of goods	Pre Dispatch Inspection will be carried out by HITES/its designated representative or reputed third party agencies like SGS/Lloyds/ TUV/ BV/ UL at manufacturers/supplier's premises, and dispatch clearance shall be issued by the respective Inspection Authority.
xii)	Performance Security	<p>Within twenty one (21) days from date of the issue of Notification of Award by the purchaser, the supplier shall furnish performance security to the purchaser. The performance security must be for an amount equal to three percent (3%) of the total value of the contract, (i.e. an amount of ₹ 95,580/- in favour of the CEO, HLL Infra Tech Services Limited) valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially for a period of minimum 66 months from the date of Notification of Award as per Copy of Performa enclosed in the tender document. Consignee wise PBG will be accepted.</p> <p>The following bank details shall be used for SFMS enable PBG preparation.</p> <p>Bank & Branch: ICICI BANK , SECTOR 62 BRANCH Account number: 158005003923 IFSC Code: ICIC0001580</p>
xiii)	Warranty Terms	60 months from the date of Final Acceptance Certificate of the equipment, as per terms & conditions mentioned in the tender document.
xiv)	Comprehensive Annual Maintenance Contract	This will be in line with the terms & conditions mentioned in bid document and shall be applicable after the expiry of warranty period.

Sl. No.	Item	Description														
		<p>The user will separately enter into maintenance contract for a period of 1 to 5 years after the expiry of warranty period. 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 the equipment as per contract in the prescribed format given in Section XV of bid document valid till 2 months after expiry of entire CMC period.</p> <p>The amount of CMC will be as under:</p> <table border="1"> <thead> <tr> <th colspan="2">Comprehensive Annual Maintenance Contract (CMC) to be entered in between the Consignee & Vendor</th> </tr> <tr> <th>Year wise CMC Price</th> <th>CMC/ Machine (₹)</th> </tr> </thead> <tbody> <tr> <td>6th Year</td> <td>63,000</td> </tr> <tr> <td>7th Year</td> <td>63,000</td> </tr> <tr> <td>8th Year</td> <td>63,000</td> </tr> <tr> <td>9th Year</td> <td>63,000</td> </tr> <tr> <td>10th Year</td> <td>63,000</td> </tr> </tbody> </table> <p>CMC cost is exclusive of 18% GST.</p>	Comprehensive Annual Maintenance Contract (CMC) to be entered in between the Consignee & Vendor		Year wise CMC Price	CMC/ Machine (₹)	6 th Year	63,000	7 th Year	63,000	8 th Year	63,000	9 th Year	63,000	10 th Year	63,000
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xv)	Liquidated damages	<p>If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, 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 may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST also which in turn shall be deducted from the bidder.</p>														
xvi)	Paying Authority	<p>For Equipment: HLL Infra Tech Services Limited, Procurement & Consultancy Division, B-14 A, Sec.62, Noida-201 307 for and on behalf of Ministry of Health and Family Welfare. (From the available fund as provided by the consignee/client)</p> <p>For CMC: By respective consignee(s).</p>														
xvii)	Payment Terms	<p>Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.</p> <p>A) Payment for Domestic Goods Or Foreign Origin Located Within India.</p> <p>Payment shall be made in Indian Rupees as specified in the contract in the following manner:</p> <p>a) On delivery:</p> <p>Seventy Five (75%) payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:</p> <p>(i) One Original and Three copies of supplier's invoice showing</p>														

Sl. No.	Item	Description
		<p>contract number, goods description, quantity, unit price and total amount, HSN/SAC code, Taxable value, Rate and amount of Taxes i.e., CGST/SGST/IGST, QR code; Invoice should indicate Bill to Consignee through M/s HLL Infra Tech Services Limited and Ship to as: Place of Supply. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.</p> <p>(ii) Consignee Receipt Certificate as per TED Section XVIII in original issued by the authorized representative of the consignee;</p> <p>(iii) Two copies of packing list identifying contents of each package;</p> <p>(iv) Inspection certificate issued by the nominated Inspection agency, if any.</p> <p>(v) Insurance Certificate</p> <p>a) Transit Insurance Certificate as per GCC Clause 11- i.e., from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favour of Supplier / HLL Infra Tech Services Ltd.</p> <p>b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favour of HLL Infra Tech Services Ltd.</p> <p>(vi) Certificate of origin for imported goods only</p> <p>(vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.</p> <p>(viii) Manufacturer's warranty certificate.</p> <p>b) On Acceptance: Balance 25% payment would be made against 'Final Acceptance Certificate' as per TED Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the Head of the institute or his designee after successful installation, commissioning, testing and acceptance of the equipment and No Claim Certificate as per the format to be submitted by the supplier.</p>
xviii)	Resolution of disputes	<p>In the event of any dispute arising out of this NOA between HLL Infra Tech Services Limited and the supplier, the matter shall be referred to the Chief Executive Officer of HLL Infra Tech Services Limited who may appoint a sole Arbitrator. The decision of the Arbitrator shall be final and binding. The provisions of Arbitration and Conciliation Act 1996 and any amendment thereof shall apply to such Arbitration. Both HLL Infra Tech Services Limited and the supplier agree that the Arbitration proceedings shall be held at NCT of Delhi and the Court at Delhi shall have the exclusive jurisdiction.</p>
xix)	Other Instructions	<p>a) HLL Infra Tech Services Limited is only a Procurement Support agent of Ministry of Health and Family Welfare, Govt. of India, for procurement of the equipment ordered against this NOA and are authorized to sign the NOA / Agreement on behalf of Consignee(s).</p> <p>b) Invoice to be raised strictly in the name of the Consignee, and bill to be submitted for payment with a cover note to HITES as stated</p>

