

TA Fort ddfdsdf Kerala Victoria - 121sds12121`

Date: 16-05-2023

(By Reg. Post/Courier/Fax)

## NOTIFICATION OF AWARD

M/s. Akhil A

-

e-mail : [akhil123@mailinator.com](mailto:akhil123@mailinator.com)

Sub : Procurement of Purchase Order

Sub : Procurement of Purchase Order

Ref : Tender Enquiry No. TN01 Dated 01-01-1970 & Your bid submitted for the same.

Dear Sir,

This is to inform you that your bid for the procurement of Purchase Order :\_ against Tender Enquiry **No. 123123 Dated 05-08-2022** has been accepted and we are hereby placing the order on behalf of MoH&FW 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 as per our bid document along with the amendments if any and your offer along with technical clarification if any submitted by you which is attached as **Annexure I**. The bid document along with amendment if any forms an integral and inseparable part of this NOA

### Product Details

Sl.No	Brief Description of item/goods	Qty.	Sl No.	Price Desc.	Unit Price(Rs.)	Total Price(Rs.)
1.	Nebulizer Unit Machine   Terling Model : N02	3 Nos	i.	Price at Consignee Site (excluding GST)	4,500.00	13,500.00
			ii.	Goods & Service Tax (@ 12 %)	540.00	1,620.00
			iii.	Total Price at consignee site inclusive of taxes	5,040.00	15,120.00
Total Value:	Rs : 15,120.00 /-  ( Fifteen Thousands One Hundred and Twenty Rupees )					

Purchaser reserves the right to place the balance tendered quantity including tolerance at the same price and terms and conditions till the validity of this contract.

## 2. Terms & 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	<ul style="list-style-type: none"><li>• TA Fort</li><li>• dfdfsdf</li><li>• Kerala</li><li>• Victoria - 121sds12121`</li></ul>		
ii)	Name & Address of Manufacturer	<table border="1"><tr><td><b>Nebulizer Unit Machine   Terling</b></td></tr><tr><td><ul style="list-style-type: none"><li>• Geetha Manufacturer</li><li>• Goa</li><li>•</li><li>• - 23421</li></ul></td></tr></table>	<b>Nebulizer Unit Machine   Terling</b>	<ul style="list-style-type: none"><li>• Geetha Manufacturer</li><li>• Goa</li><li>•</li><li>• - 23421</li></ul>
<b>Nebulizer Unit Machine   Terling</b>				
<ul style="list-style-type: none"><li>• Geetha Manufacturer</li><li>• Goa</li><li>•</li><li>• - 23421</li></ul>				
iii)	Country of Origin	India		
iv)	Delivery Period	<p><b>45 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.</b></p> <p><b>Installation and commissioning shall be done within 15 days of receipt of the stores/ goods at site or within 15 days of handing over the site for installation, whichever is later.</b></p> <p><b>The supplier has to ensure the site readiness from the Head of the Institute/Nodal officer of respective consignee before dispatching the equipment.)</b></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.</p> <p>For delayed delivery and or installation and commissioning liquidated damages will get applied as per 2(xv) below.</p>		
v)	Terms of Delivery	delivery at consignee site.		
vi)	Despatch Instructions	To be dispatched to Consignees		

		<p>(mentioned above) on freight paid basis. Freight charges &amp; 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.</p>
vii)	Packing & Marking	<p>The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. The quality of packing, the manner of marking within &amp; 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><b>Packing instructions:</b></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> <ul style="list-style-type: none"> <li>a. contract number and date</li> <li>b. brief description of goods including quantity</li> <li>c. packing list reference number</li> </ul>

		<p>d. country of origin of goods</p> <p>e. consignee's name and full address and</p> <p>f. supplier's name and address</p>
viii)	Inspecting Officer	Authorize Representative (s) of the Inspection Authority mentioned above.
ix)	Inspection Authority	EO, HLL Infra Tech Services Limited, B-14 A, Sec.62, Noida-201307 (UP) or his designated representative.
x)	Pre despatch Inspection of goods Located in India	<p>pre-despatch inspection will be carried out by the purchaser or his designated representative at manufacturer premises &amp; despatch clearance will be issued consignee wise on getting satisfactory inspection report from the inspector.</p>
xi)	Performance Security	<p>Within Thirty (30) days from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount equal to ten percent (10%) of the total value of the contract, <b>(i.e. an amount of Rs. 46,144/- in favor of the CEO, HLL Infra Tech Services Limited)</b> 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 30 months from the date of Notification of Award as per Copy of Performa enclosed in the tender document</p>
xii)	Warranty Terms	<p>24 months from the date of acceptance of the equipment, as per terms &amp; conditions mentioned in the tender document.</p>
xiii)	Comprehensive Annual Maintenance Contract	

		<p>This will be in line with the terms &amp; conditions mentioned in bid document and shall be applicable after the expiry of warranty period. 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. The amount of CMC will be as under:</p> <table border="1"> <thead> <tr> <th colspan="3">Comprehensive Annual Maintenance Contract (CMC) to be entered in between the Consignee &amp; Vendor</th> </tr> <tr> <th>Year wise CMC Price</th><th>Quantity</th><th>CMC/Machine (INR)</th></tr> </thead> <tbody> <tr> <td>3rd Year</td><td>1</td><td>3,000/-</td></tr> <tr> <td>4thYear</td><td>1</td><td>3,000/-</td></tr> <tr> <td>5thYear</td><td>1</td><td>3,000/-</td></tr> <tr> <td>6thYear</td><td>1</td><td>3,000/-</td></tr> <tr> <td>7thYear</td><td>1</td><td>3,000/-</td></tr> </tbody> </table> <p><b>MC cost is inclusive of 18% GST</b></p>	Comprehensive Annual Maintenance Contract (CMC) to be entered in between the Consignee & Vendor			Year wise CMC Price	Quantity	CMC/Machine (INR)	3rd Year	1	3,000/-	4thYear	1	3,000/-	5thYear	1	3,000/-	6thYear	1	3,000/-	7thYear	1	3,000/-
Comprehensive Annual Maintenance Contract (CMC) to be entered in between the Consignee & Vendor																							
Year wise CMC Price	Quantity	CMC/Machine (INR)																					
3rd Year	1	3,000/-																					
4thYear	1	3,000/-																					
5thYear	1	3,000/-																					
6thYear	1	3,000/-																					
7thYear	1	3,000/-																					
xiv)	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>																					
xv)	Paying Authority																						

		<p><b>For Equipment:</b></p> <p>HLL Infra Tech Services Limited., Procurement &amp; Consultancy Division, B-14 A, Sec.62, Noida-201 307.</p>
xvi)	Payment Terms	<p>Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms &amp; conditions of contract in the following manner.</p> <p><b>A) Payment for Domestic Goods Or Foreign Origin Located Within India.</b></p> <p>Payment shall be made in Indian Rupees as specified in the contract in the following manner:</p> <p><b>a) On delivery:</b></p> <p>Ninety (90%) 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) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</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 as per GCC Clause 11; i.e. 110% of the value to be insured in favour of M/s HLL infra Tech Services</p> <p>Limited, covering all risks basis for the goods from supplier/manufacturer warehouse to consignee warehouse. Similarly the insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.</p> <p>If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing,</p>

		<p>commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.</p> <p>vi) Certificate of origin for imported goods</p> <p><b>b) On Acceptance:</b></p> <p>Balance 10% 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 designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.</p>
xvii)	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>
xviii)	Other Instructions	<p>a) HLL Infra Tech Services Limited are only a Procurement Support Agency engaged by MoHFW for procurement of the equipment ordered against this NOA and are authorized to sign the NOA / Agreement on behalf of MoHFW.</p> <p>b) Supplier shall inform the purchaser/consignee about the local agent's name &amp; office address, to whom they will contact during warranty &amp; CMC period for availing various services under the contract</p> <p>c) In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to</p>

		<p>GCC sub-clause 24.1 of TED, the Purchaser/Consignee 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/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement. Extra expenditure will be recovered from available EMD/PBG/Payments pending/ or likely to be paid from any of other orders/contract with HITES or any of the group companies of HLL</p> <p>d) In case of absence of insurance at any stage up to successful installation, all risk and cost are in supplier account</p>
--	--	---

Please acknowledge receipt of this NOA by sending a copy of the same duly signed as a token of acceptance to the undersigned, immediately on receipt of which contract agreement (as given in the tender document) will be signed between the purchaser and the supplier.

**Thanking You**

**For TA Fort.**

**HEAD (PCD)**

**Encl:**

- Technical Specifications Detailed in Annexure-I .....Pages
- Integrity Pact attached at Annexure-II

**Copy to:**

**I) For Records:-**

**CFO, TA Fort., Kerala**

**DGM (CMC), TA Fort., Kerala**

**Office Copy**

**II) For Information and Needful action**

**The Director, All India Institute of Medical Sciences, AIIMS Temporary Campus, First Floor, Government Siddhartha Medical College, NH 16 service road, Gunadala, Vijayawada (AP) - 520008 Email: director@aiimsmangalagiri.edu.in**



