

एचएलएल लाइफ़केयर लिमिटेड /HLL LIFECARE LIMITED  
(भारत सरकार का उद्यम) / (A GOVT.OF INDIA ENTERPRISE)  
आक्कुलम फैक्टरी , श्रीकार्यम पी .ओ / AKKULAM FACTORY,SREEKARIYAM P.O.  
तिरुवन्नतपुरम -695 017 / THIRUVANANTHAPURAM-695 017

फोन नं : 0471 2442642 फाक्स नं : 0471 2441383 / PHONE NO:0471 2442642; FAX NO:0471 2441383;  
EMAIL: [materialsft@lifecarehll.com](mailto:materialsft@lifecarehll.com)

Tender No: HLL/AFT/MTLS/AM/2021-2022

Dated: 07/02/2022



**INVITATION OF TENDER**

**FOR**

**SUPPLY & INSTALLATION OF APHERESIS MACHINE AT HLL'S**

**DESIGNATED BLOOD BANKS/ HOSPITALS ACROSS INDIA**

TENDER NO. HLL/AFT/MTLS/AM/2021-22 dtd 07.02.2022

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**INVITATION FOR BIDS (IFB)**

HLL Lifecare Limited invites sealed and super scribed tenders from manufacture(s) / Authorized Agent(s) for the supply and installation of 3 Nos of Apheresis Machine 'NIGALE' make.

Name of work	Tender No	Bid Security	Date & Time of Opening of Technical bids
<u>Supply &amp; Installation of Apheresis Machine at HLL's designated Blood banks/ Hospials Across India ( Make : NIGALE) 3 Nos</u>	HLL/AFT/MTLS/AM/2021-2022	Rs.1,00,000/-	21 <sup>st</sup> February, 2022 at 15.30 IST

The detailed Tender Document can be downloaded from our Website at <http://www.lifecarehll.com/tender>.

Publishing of Tender documents : 07/02/2022 , 2.00 PM  
The Last date of receipt of Tenders : 21/02/2022 , 3.00 PM  
Date of opening of Tenders : 21/02/2022 , 3.30 PM  
Tender Fee : Rs 590/-  
EMD : Rs 1,00,000/-

1. The completed bid documents should be returned with all papers intact without detaching any part of the document and the Bid Security to **Joint General Manager (Materials) HLL LIFECARE LIMITED, AKKULAM FACTORY, THIRUVANANTHAPURAM - 695017** and should reach us on or before the last date and time mentioned in the Tender Notification.
2. Any bid not accompanied by Bid Security will be rejected. Bids received after the last date and time for submission shall not be considered.
3. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HLL's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

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4. The HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Fax/Email will not be accepted. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject / cancel the tender without assigning any reason thereof.
5. HLL reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan HLL website as corrigendum/amendments etc., if any, will be notified on the HLL web site and separate advertisement will not be made for this regard

**Joint General Manager (Materials)**

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**INSTRUCTION TO BIDDERS**

**A. INTRODUCTION**

**1. DEFINITIONS**

- a) **“The Purchaser”** means HLL Lifecare Limited, Akkulam Factory, Sreekariyam P.O, Thiruvananthapuram-695017, Kerala, India.
- b) **“The Bidder”** means the individual or firm who participates in the tender and
- c) Submits its bid.
- d) **“The supplier”** means the individual or firm supplying the goods under the contract.
- e) **“The Goods”** means all equipment, machinery, and/or other materials which the supplier is required to supply to the purchaser under the contract.
- f) **“The Letter of Intent”** means the intention of the Purchaser to place the Purchase order on the bidder.
- g) **“The Purchase Order”** means the order placed by the purchaser on the Supplier signed by the Purchaser including all attachments and appendices there to and all documents incorporated by reference therein. The purchase order shall be deemed as “Contract” appearing in the document.
- h) **“The Contract Price”** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

**2. ELIGIBLE BIDDERS**

The Eligibility criteria for the bidders is as per Qualification criteria

**3. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**4. CONTENTS OF BIDDING DOCUMENTS**

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4.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:

- a) Instruction to Bidders (ITB);
- b) Qualification criteria
- c) Technical Specifications
- d) Scope of Supplies
- e) General Information of the tenderer
- f) Indemnity Clause
- g) Bid Security Declaration form
- h) Declaration
- i) Price Schedule
- j) Bank Guarantee Format

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

## 5. CLARIFICATION OF BIDDING DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Purchaser's response will be communicated through our web site / email to all prospective Bidders who have received the bidding documents.

## 6. AMENDMENT OF BIDDING DOCUMENTS

6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

6.2 Any subsequent amendments in the bid shall be notified only on HLL website.

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6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids

## **B. PREPARATION OF BIDS**

### **7. LANGUAGE OF BID**

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided, they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

### **8. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**

8.1 Pursuant to ITB Clause 8.1, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications, to perform the Contract if its bid is accepted.

8.2 The documentary evidence of the Bidder's qualifications to perform the contract if the bid is accepted, shall establish to the Purchaser's satisfactions.

8.3 The bidder should have proven and demonstrable experience for supply & successful installation of 10 Apheresis Machines during the last 2 years. Two recent empanelment certificate from any government or private agency or documents to prove the supplies made (and successful installation) to Government and reputed hospitals / blood banks must be enclosed along with the technical bid

### **9. BID SECURITY**

9.1 Pursuant to clause 9, the bidder shall furnish, as part of his bid, a bid security for an amount of **Rs. 1,00,000/-**

9.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security.

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9.3 The bid security shall be in the form of a Demand Draft in favour of HLL Lifecare Limited, payable at Thiruvananthapuram / through RTGS/NEFT transfer or a Bank Guarantee (from Scheduled Banks in case of domestic suppliers and from banks outside India (ie. Foreign Banks) with branches in India or should be authenticated and countersigned by any Scheduled Banks of India by way of back-to back counter guarantee in case of overseas suppliers), valid for a period of 180 days from the date of tender opening. HLL Bank A/c details:

**Name of Bank:** State Bank of India  
**A/c number:** 30307559515  
**IFSC Code:** SBIN0004350  
**SWIFT Code:** SBININBB564  
**Branch name:** Commercial Branch, Thycaud, Thiruvananthapuram

9.4 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed pursuant to clause 15.1.

9.5 SSI/MSME units interested in availing exemption from payment of bid security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSME Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

9.6 The successful bidder's Bid Security will be discharged upon the bidder's acceptance of the LOI / PO satisfactorily and submission of Purchase order Security.

9.7 The bid security may be forfeited:

- a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
- b) In the case of successful bidder, if the bidder fails:

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- i. to sign the contract in accordance with clause 16 or
- ii. to furnish performance security in accordance.
- iii. Conditions of Contract(GCC).

#### **10. PERIOD OF VALIDITY OF BIDS**

- 10.1 Bid shall be valid for minimum one year
- 10.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

#### **11. FORMAT AND SIGNING OF BID**

- 11.1 The bidder shall prepare two copies of the bid clearly marking each “Original Bid” and “Copy Bid” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

#### **12. LATE BIDS**

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

#### **C. BID OPENING**

#### **13. OPENING OF BIDS BY PURCHASER**

- 13.1 The Purchaser will open all bids, in the presence of bidder's representatives who choose to attend, at 15.30 IST on 21<sup>st</sup> February, 2022 on the date, time and place indicated in the bid document.



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13.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

#### **14. CLARIFICATION OF BIDS**

During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

#### **15. CONTACTING THE PURCHASER**

15.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.

15.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

#### **D. AWARD OF CONTRACT**

#### **16. AWARD CRITERIA**

The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

#### **17. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of equipment and its parts and accessories, wherever applicable, and services originally specified in the bid document without any change in unit price or other terms and conditions

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**18. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders.

**19. NOTIFICATION OF AWARD**

19.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by fax or email to be confirmed, that its bid had been accepted.

19.2 The notification of award will constitute the formation of the contract

**20. SIGNING OF CONTRACT AGREEMENT**

The successful bidder has to sign the duplicate copy of the Letter of Intent (LOI) / Purchase Order (PO), which will be considered as the confirmation of acceptance of LOI / PO. Within 14 days of receipt of LOI / PO, the successful bidder shall sign the copy of LOI / PO and return it to the Purchaser.

**21. PURCHASE ORDER SECURITY**

The supplier shall furnish Purchase Order Security in the form of Bank Guarantee (*from Scheduled Banks in case of domestic suppliers and from international banks with branches in India ,in case of overseas suppliers*) to the purchaser for an amount equal to 3% of the value of Purchase Order within 14 days from the date of issue of a Letter of Intent / Purchase Order by the Purchaser.

The proceeds of the Purchase Order Security shall be payable to the Purchaser as compensation for failure to complete its obligations under the contract. The Purchase Order Security will be discharged by the Purchaser within 30 days from the date of successful installation and commissioning of the entire system.

The successful bidder's Bid Security will be discharged upon the bidder's acceptance of the LOI / PO satisfactorily and submission of Purchase order Security.

**22. PAYMENT TERMS**

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Payment terms is as follows

**A. SUPPLY**

1. 70% of the payment shall be released against supply and acceptance of equipment at HLL designated blood banks/ hospitals and certified by HLL Officials,
2. 20% of the payment shall be released after Installation, Commissioning and acceptance of the system by HLL Officials
3. Balance 10% will be retained as Retention Money which shall be released only after one year from the date of commissioning or against a Performance Bank Guarantee from a scheduled bank for an amount equivalent to 10% value of supply part, valid for a period of One year (warranty period) from the date of the issue of final machine commissioning and acceptance certificate issued by HLL.

**B. INSTALLATION**

1. 100% of work order against successful SAT
  - 22.1 Test Reports (wherever applicable) are to be forwarded along with the original invoices.
  - 22.2 Payment shall be made in Indian rupee for domestic bidders
  - 22.3 All other Statutory levies, such as Taxes, duties, IT, ST & PF, ESI of the work men etc (are inclusive) will be deducted from bill, as applicable in the case of domestic bidders

**23. COMPLETION PERIOD.**

The successful bidder has to Supply, and Install the Equipment within **45 days** from the date of issue of work order/Letter of Intent.

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**QUALIFICATION CRITERIA**

- a) Only the Manufacturers / Authorized Distributors / Authorized Importers of Apheresis Machines are eligible to participate.
- b) The bidder should have proven and demonstrable experience for supply & successful installation of 10 Apheresis Machines during the last 2 years. Two recent empanelment certificate from any government or private agency or documents to prove the supplies made (and successful installation) to Government and reputed hospitals / blood banks must be enclosed along with the technical bid..
- c) The average annual turnover of the tenderer in the last three years shall not be less than Rs.1 crore. The audited annual report of the last three years should be submitted along with the technical EOI.
- d) The bidder should not have been debarred or blacklisted by any Central / State Government Departments of India.
- e) The tenderer should have service engineers exclusively appointed for attending all the onsite complaints/breakdown calls of this machine. The details of service engineers and list of distributors shall be submitted along with the technical bid.
- f) An EMD of Rs.1,00,000/- (Rupees One Lakh only) Tender fee of Rs 590/- shall be paid through RTGS/NEFT transfer in the following **HLL A/c details:**

**Name of Bank** : State Bank of India  
**A/c number** : 30307559515  
**IFSC Code** : SBIN0004350  
**Branch name** : Commercial Branch, Thycaud, Thiruvananthapuram

SSI/ MSME units interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number/ UDYAM NO issued to it under the MSME Act, 2006. NSIC /SSI/MSME units have to submit a bid Security Declaration Form

- g) Document of the above transactions completed successfully by the bidder, shall be submitted along with the tender. Tender without EMD will be summarily rejected.

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**DOCUMENTS TO BE SUBMITTED ALONG WITH THE “MINIMUM ELIGIBILITY CRITERION” FOR EVALUATION**

a. **Documents:**

- i. Statement of installed manufacturing capacity / satisfactory working performance reports certified by a Chartered Accountant / Internal Auditor for the past 2 years.
- ii. Copy of Installation & satisfactory working performance reports of quoted equipment from any Government and reputed hospitals / blood banks within the last 2 years
- iii. Copy of Contract agreements from any Government and reputed hospitals/blood banks where the said equipment installed within last 2 years.
- iv. Profile of the Organization.
- v. Organization Structure and Profile of Senior personnel.
- vi. Man power details of the company
- ix. Memorandum of Association/Articles of Association.
- x. Authenticated copy of the certificates of incorporation/ registration of the organization
- xi. GST certificate
- xii. Authenticated copy of audited annual accounts (financial statements) for the last three financial years
- xiii. Copy of PAN card
- xiv. Tender fee of INR 590/- & “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee for Rs. 1 Lakh to be furnished by a tenderer along with EOI, failing their Tender will be summarily rejected.

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Annexure- A

TECHNICAL SPECIFICATION

Make: NIGALE

1. Continuous Flow Technology with single and double needle.
2. Following protocols should be available
  - a) Leucodepleted Platelets + Plasma
  - b) Therapeutic Plasma Exchange
  - c) Peripheral Blood stem cell collection
3. Inbuilt process Leucoreduction
4. Extra Corporeal Volume less than 200ml
5. Air Detector
6. Centrifuge leak detector, automatically detected before priming
7. Inlet and return pressure monitor
8. Facility for fluid replacement during procedure with sensor
9. Citrate control and monitoring facility
10. Platelet should be collected with plasma, no manual mixing needed
11. Inbuilt quality control
12. Programmable Hematocrit and Plasma Volume
13. Inbuilt battery back up
14. System should recover from exact point whenever stopped
15. 500ml ACD should be provided with plasma exchange / platelet apheresis kits
16. ACD drip monitoring with minimum ACD use
17. Input voltage 230 VAC +10%
18. Simple kit installation
19. Haemolysis monitoring for plasma line
20. Yield of  $3.3 \times 10^{11}$  even at pre-count of 2.65 lakhs per micro liter
21. Inbuilt automatic cuff and pressure monitoring
22. Onsite training for the departments concerned
23. Free ten plateletpheresis and ten therapeutic plasma exchange kits.
24. The rate for the following consumables should be provided in the price bid and the rates shall be freezed for 3/5 years from the date of price bid opening. The rate offered for consumables will be taken for L1 evaluation.
  - a. Platelet kit
  - b. Plasma Exchange kit

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### SCOPE OF SUPPLIES

- a. Machine shall be supplied in compliance to the specifications mentioned in Annexure-A of the tender.
- b. The specifications of the machine as mentioned in the Annexure-A are the requirements of tender.
- c. After the supply of machine as mentioned in the Annexure A, the bidder has to execute its installation & commissioning at the designated site in the location(s). No extra cost shall be paid for this reason.
- d. After the installation & commissioning of machine, the training to the Purchaser shall be given for minimum five (5) working days wherein the training about the machine's operations, maintenance, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of machine shall be provided to at least two persons designated by purchaser, at site, by the bidder. No extra cost shall be paid to the successful bidder for imparting this training.
- e. The bidder shall offer on-site comprehensive warranty of machine for at least three years from the date of successful commissioning of machine at the designated location. The purchaser is not liable to pay any extra charges on any account during warranty period.
- f. The bidder shall cover the machine(s) under Maintenance Contract for five years after the expiry of warranty period without asking for any additional financial charges from purchaser.
- g. The machine to be attended within 48 hours if any problem occurs.

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**GENERAL INFORMATION OF THE TENDERER**

. Name of Firm/Company :  
1. Postal address :

- (a) Telephone No.  
(b) Fax No.  
(c) E-mail Address

2. Year of commencement of Contract/  
Year of establishment of firm/Company :

B. In the case of Firm

1. Whether proprietary of partnership firm:  
2. Name of Managing partner :  
3. Name of other partners :

Note: Attested copy of partnership deed to be enclosed

C. In the case of Company

1. Whether Private Limited or Public Limited  
Company :  
2. Name of Managing Director :  
3. Name of other Directors :

Note: Attested copy of Company Registration need to be enclosed.

D. Are you a manufacturer, authorized Dealer or any :  
other? If authorized agent, A copy of the original  
letter from the Manufacturer / Principal, duly attested,  
Should be furnished conforming the agency

E. How many years have you been in the business :  
Of Manufacturing of VACUUM SEALING MACHINE  
as per the HLL specification enclosed

F. What would be the minimum period required to :  
deliver from the date of confirmed Purchase order?



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G. Have you been a supplier / manufacturer, :  
No. of major supplies of similar item supplied  
successfully in India, specify.

Enclose two completion certificates from the client certified that the similar item  
supplied  
successfully. The client list shall be enclosed.

H. What is your :- :  
1. GST No :  
2. IEC No :  
3. PAN No :  
4. Company Registration No :

I. Specify whether SSI / MSME unit :  
i) If Yes, pl specify the social status : OBC/Women/SC/ST  
ii) MSME Udyog Aadhar No. :

J. Name & Address of your Banker(s) :  
a) Name & Address of your Banker(s) :  
b) Account No :  
c) IFS Code Any other details :

K. Has the Supplier/Firm/Company ever been black :  
listed by the Govt./or the registering authority.  
i) if so, give the period and details.

L. Average annual financial turnover of the bidder during the last 3 years, ending 31st March  
of the previous financial year.

1. 2018-2019: Rs
2. 2019-2020: Rs
3. 2020-2021: Rs

I/We hereby certify that the details given in the application form is correct to the best of  
my/our knowledge. I /We have no objection in contacting any of our clients for reference.

**Signature:**

**Place:**

**Date:**

**Name and address of the bidder with seal:**

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### INDEMINITY CLAUSE

If the supplier fails to execute the supply within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate with in the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply order

Bid pronounced Non Responsive by HLL shall be summarily rejected

The decision of HLL will be final and no correspondence on this shall be entertained.

We have read and understood the above conditions and agree to abide by the same

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

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## DECLARATION

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

Place:

Date:

Seal (in case of society / Organization/Firm)

SIGNATURE

Name & Address

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**Bid Security Declaration Form (For MSME bidders)**

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of THREE years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed :

Designation :

Name :

(Duly authorized to sign the bid for an on behalf of .....)

Date:

*Corporate Seal*

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**PRICE BID**

Sl. No	Item Description	Qty	Rate	GST		Others if any	Total Amount (D + F + G)
				%	Amt.		
A	B	C	D	E	F	G	H
1	Apheresis Machine ( <u>Make : NIGALE</u> )	3 Nos					

**REMARKS:-**

GST RATE.....(%)

HSN CODE OF THE MACHINE .....

Rate will be valid for ONE Year and the rate will firm and fixed during this period.

Installation of the machine will be at free of cost

**PLACE:**

**NAME & SIGNATURE OF THE APPLICANT**

**DATE:**

**(WITH OFFICE SEAL)**

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**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

1. M/s HLL Life care Ltd (here in after called “HLL”), having its factory at Akkulam, Srekariyam.P.O., Thiruvananthapuram - 695017, Kerala, India having issued a Purchase Order no. .... and dated ..... To ..... (here in after called “the Supplier”) having its registered office at..... (give complete address) for supply, installation of Apheresis Machine and the Supplier has accepted the said Purchase order (here in after called “the said contract”).

Whereas, Clause ..... of the General Conditions of Contract of the said Contract provides that the Supplier shall furnish performance security in the form of bank guarantee in favour of the purchaser for an amount equal to 3% of the contract price as compensation for failure of the Supplier to complete its obligations under the Contract.

2. We (name of the bank) ..... Do here by undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the by reason of breach by the said contractor(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of HLL in the secounts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
3. We undertake to pay to the HLL any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

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We (name of the bank) ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the HLL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till .....  
(office/Department) HLL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO /TWOANDHALF /THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

4. We (name of the bank) ..... further agree with the HLL that the HLL shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the HLL against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any for bearance, act or omission on the part of the HLL or any indulgence by the HLL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of sorelievingus.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / supplier(s).
6. We (name of the bank) ..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HLL in writing.

Dated the.....day of..... For..... (Indicate  
the name of bank)