

# **GLOBAL INVITATION FOR BIDS (TECHNICAL BID)**

**FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF HF  
WELDING MACHINE**

**HLL/AFT/PROJECTS/14-15/HF Welding machine/01**

BY



**HLL Lifecare Limited**  
(A GOVERNMENT OF INDIA ENTERPRISE)

Akkulam Factory, Sreekariyam P.O,  
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**SECTION I**  
**INVITATION FOR BIDS (IFB)**  
 (Global Tender)

IFB No.: HLL/AFT/PROJ/14-15/HF WELDING MACHINE/01

Dated 15.12.2014

SL. No	Name of the Item	Tender No:	Last Date & Time of submission of bids	Date & Time of Opening of Technical bids
1	HF Welding machine for Blood Bags	HLL/AFT/PROJ/14-15/HF WELDING MACHINE/01	19.01.2015 at 15.00 hrs	19.01.2015 at 15.30 hrs

1. HLL Lifecare Limited now invites sealed two-part bids from eligible bidders for supply and installation of the following equipments.

**HF Welding machine for Blood Bags**

2. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of the Joint General Manager (Materials), at the address given above.

3. A complete set of bidding documents may be downloaded from our website at [www.lifecarehll.com](http://www.lifecarehll.com) by any interested eligible bidder.

4. The schedule of the bid is given below:

- a.) Last date and time for receipt of bids: 15:00 Hrs on 19.01.2015.
- b.) Time and date of opening of bids: 15.30 Hrs on 19.01.2015.

5. All bids must be accompanied by a bid security as specified in the bid document.

6. A complete set of bid documents can be had from the office of the **JOINT GENERAL MANAGER (MATERIALS), HLL LIFECARE LIMITED, AKKULAM FACTORY, SREEKARIYAM P.O, THIRUVANANTHAPURAM – 695017** during working hours on any working day on submission of

written application and remitting a non-refundable fee of Rs. 6000/- (including taxes) by cash or in the form of DD drawn in favour of HLL Lifecare Limited, Akkulam, Thiruvnanathapuram.

7. In the case of overseas bidders, bid documents may be obtained on payment of US\$150 (US Dollars One Hundred only) in the form of demand draft drawn in favour of HLL Lifecare Limited payable at Thiruvananthapuram, India.

The tender documents can also be down-loaded from our website [www.lifecarehll.com](http://www.lifecarehll.com) and cost of the tender documents as mentioned above should be furnished along with Technical bid, in the form of demand draft.

Re-word-processed formats or tenderer's own formats for the technical bid/price bid will disqualify the tender. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign and seal the form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.

Tender bids received without the cost of Tender Documents shall be summarily rejected.

8. The bid documents will be available up to 15.00 Hrs. on the **previous working day** of the opening of the bids.

9. Bids will be opened in the presence of the Bidders representatives who choose to attend on the specified date and time at the address given above.

10. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the date for submission of bids and opening of bids will be the following working day at the appointed times.

11. The price bid should be valid for one year from the date of opening.

## SECTION – II INSTRUCTIONS 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 submits its bid.
- (c) **“The supplier”** means the individual or firm supplying the goods under the contract.
- (d) **“The Goods”** means all equipment, machinery, and/or other materials which the supplier is required to supply to the purchaser under the contract.
- (e) **“The Letter of Intent”** means the intention of the Purchaser to place the Purchase order on the bidder.
- (f) **“The Purchase order”** means the order placed by the purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as “Contract” appearing in the document.
- (g) **“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 party once qualified in the technical bid thereafter the price bid will be opened.

#### 3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### B. THE BID DOCUMENTS

#### 4. DOCUMENTS REQUIRED

- 4.1 The goods required to be supplied, bidding procedures and contract terms and conditions are prescribed in the Bid documents. The Bid document include:

Documents	Section
(a) Invitation for Bids	I
(b) Instruction to Bidders	II
(c) General (Commercial) Conditions of Contract	III

(d) Special conditions of Contract, if any	IV
(e) Schedule of Requirements	V
(f) Technical Specifications	VI
(g) Bid Form	VII
(h) Price schedules	VIII
(h) Bid Security Form	IX
(i) Performance security Bond Form	X
(j) Letter of Authorization to attend bid opening	XI

- 4.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents. **Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

## **5 CLARIFICATION OF BID DOCUMENTS**

- 5.1 A prospective bidder, requiring any clarification on the bid Documents shall notify the Purchaser in writing, by e-mail or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the bid documents, which it receives **not later than 7 days prior to the date of opening of the bids**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be updated in HLL Website as addendum to the tender notice, **until 7 days prior to the date of the bid opening**.
- 5.2 Any clarification issued by the purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

## **6 AMENDMENT OF BID DOCUMENTS**

- 6.1 At any time, prior to the date of 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 bid documents by amendments.
- 6.2 The amendments shall be notified in HLL website as addendum to the tender notice and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

**C. PREPARATION OF BIDS****7 DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall comprise the following components:

- (a) Documentary evidence established in accordance with the clause 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid security furnished in accordance with clause 11.
- (c) A clause by clause compliance as per clause 10.2 (c).
- (d) A bid form and price schedule completed in accordance with clause 8 & 9.

**8 BID FORM**

The bidder shall complete the bid form and appropriate price schedule furnished in the Bid documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section VII.

**9 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

- 9.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or which ever is required as per terms and conditions of Bid Documents.
- 9.2 (i) The bidder shall furnish Annual Report and or a certificate from its bankers as evidence that he has financial capability to perform the contract.  
  
(ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 9.3 In order to enable the Purchaser to assess the proficiency of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

**10 DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS**

- 10.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid documents of all goods and services which he proposes to supply under the contract.
- 10.2 The documentary evidences of the "goods and services" conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall

furnish:

- (a) a detailed description of goods with essential technical and performance characteristics
  - (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
  - (c) **a clause-by-clause compliance on the purchaser's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications (Section VI), Commercial Conditions (Section III) and Special Conditions (Section IV) shall not be considered.**
- 10.3 For the purpose of compliance to be furnished pursuant to the clause 10.2 (c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

## **11. BID SECURITY**

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid security for an amount of **Rs. 3,00,000/- for Indian Bidders and for overseas bidders US\$5500.**
- 11.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 11.7.
- 11.3 The bid security shall be in the form of a Demand Draft or a Bank Guarantee issued by a scheduled bank in favour of HLL Lifecare Limited, valid for a period of **180 days from the date of tender opening.**
- 11.4 **A bid not secured in accordance with para 11.1 & 11.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.**
- 11.5 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 12.1
- 11.6 The successful bidder's bid will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 26 and furnishing the



performance security

11.7 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:
  - (i) to sign the contract in accordance with clause 13.2 or
  - (ii) to furnish performance security in accordance with clause 4 of General Conditions of Contract (GCC).

## 12. PERIOD OF VALIDITY OF BIDS

12.1 Bid shall remain valid for One year from the date of opening of price bids.

12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

## 13. FORMAT AND SIGNING OF BID

13.1 (i) The bidder shall prepare one complete set of original bid and make 1 copy of the same clearly marking one as 'Original Bid' and remaining as 'Copy No.1'. In the event of any discrepancy between the copies, the original shall govern.

(ii) The copy of Article or Memorandum of Association or equivalent document may be provided in **original copy**.

13.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively 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 original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.**

13.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

**D. SUBMISSION OF BIDS****14. SEALING AND MARKING OF BIDS**

14.1 Bidders shall submit their bids in two parts (**TECHNICAL BID** and **PRICE BID**) as under.

14.2 (a) Both the bids shall be submitted in sealed covers separately. Tender Nos. of the Technical and Price bids shall be super scribed on the respective covers in order to clearly identify between the 2 Bids. The two separately marked Bids enclosed in a single sealed cover with the respective tender mentioned thereon complete in all respect, addressed to the **Joint General Manager (Materials), HLL Lifecare Limited, Akkulam , Sreekairyam P.O, Thiruvananthapuram – 695017**, should reach us on or before the due date and time mentioned in the Tender Notification. The purchaser shall not be responsible for any delay if any, in the delivery of the bidding document or non-receipt of the same.

(b) The envelope shall bear (Item Name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

(c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared ‘late’ or rejected.

(d) Tender may be sent by registered post/speed post/courier or delivered in person at above mentioned address (address is given in Clause 14.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

(e) Bids delivered in person on the day of tender opening shall be delivered upto {at the venue (address is given in clause 14.2 (f) below} of the tender opening. The purchaser shall not be responsible if the bids are delivered elsewhere.

(f) Venue of Tender Opening: Tender will be opened in the Conference Hall, HLL Lifecare Limited, Akkulam, Sreekariyam P.O, Trivandrum – 695017, Kerala, India.

14.3 **If both the envelopes are not sealed and marked as required at para 14.1 and 14.2, the bid shall be rejected.**

**15. SUBMISSION OF BIDS**

15.1 **Bids must be received by the Purchaser at the address specified under para 14.2 not latter than 15:00 hrs. on due date.**

- 15.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 15.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for the equipment as per requirement of the Bid Documents.
- 15.4 The bids are to be submitted in English language only.

#### **16. LATE BIDS**

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 15, **shall be rejected and returned unopened to the bidder.**

#### **17. MODIFICATION AND WITHDRAWAL OF BIDS**

- 17.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 14. A withdrawal notice may also be sent by FAX or e-mail but followed by a signed confirmation copy by post **not later than the deadline for submission of bids.**
- 17.3 Subject to clause 19, no bid shall be modified subsequent to the deadline for submission of bids.

#### **E. BID OPENING AND EVALUATION**

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

- 18.1 The Purchaser will open the Techno-commercial Bids in Public on the date of bid submission and at the time and place indicated in the bid document. Bidder's representatives may attend the opening and shall sign a register as proof of their attendance. The names of all bidders who submitted Techno-commercial bids will be read out, and other such details as the purchaser, at its discretion, may consider appropriate, will be announced at the bid opening.
- 18.2 The purchaser will prepare minutes of the bid opening.

- 18.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 18.4 The bidder's names, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.
- 18.5 The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## 19. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

## 20. PRELIMINARY EXAMINATION OF FIRST STAGE BIDS

- 20.1 The purchaser will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bid found to be non-responsive or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the purchaser and not included for further consideration. The purchaser will also carry out a preliminary examination of any alternative bids submitted by bidders.
- 20.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the supplier does not accept the correction of the errors, his/her bid shall be rejected.**
- 20.3 Prior to the detailed evaluation pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.4 **A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**

- 20.5 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## **21. TECHNICAL EVALUATION OF FIRST STAGE BIDS**

- 21.1 The purchaser will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirement set forth in the bidding documents. In order to reach such a determination, the bidder will examine the information supplied by the bidders and other requirements in the bidding documents, taking into account the following factors.
- a. Overall completeness and compliance with the technical specification and drawings, suitability of the facilities offered; quality function and operation of any process control concept included in the bid.
  - b. Compliance with the time schedule called for
  - c. Type, quantity and long-term availability of spare parts and maintenance services
  - d. Any other relevant technical factors that the bidder deems necessary or product to take into consideration.
  - e. Any deviation to the commercial and contractual provisions stipulated in the bidding documents.

## **22. OPENING AND EVALUATION OF SECOND STAGE (PRICE) BIDS**

- 22.1 The purchaser will open the price bids of only those who are found to be responsive in the Techno commercial Bid evaluation. The venue, date and time of opening of price bids will be intimated to the techno-commercially responsive bidders.
- 22.2 **The bidder's names, the bid price and any such other details as the purchaser considers appropriate, will be announced by the purchaser at the opening.**
- 22.3 **The purchaser shall prepare minutes of the bid opening.**
- 22.4 **Bids not opened and read out at bid opening shall not be considered for further for evaluation, irrespective of the circumstances.**

## **23. EVALUATION OF SECOND STAGE (PRICE) BIDS**

- 23.1 **To facilitate evaluation and completion, the purchaser will convert all bid prices expressed in the amounts in various currencies to Indian Rupees at the selling exchange rate established for similar transaction by the Reserve bank of India or by a commercial bank in India, on the date of opening of price bid.**

- 23.2 **The comparison shall be on the total price in the price schedule. The evaluation of a bid will take into account, the following costs and factors.**
- a) **The projected operating and maintenance costs during the life of the facilities.**
  - b) **The extra cost of work, services, facilities, etc required to be provided by the bidder or third parties.**
  - c) **The price of recommended spare parts quoted.**

## **F AWARD OF CONTACT**

### **24. PLACEMENT OF ORDER**

The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. The Purchaser will award the contract to the successful bidder whose price bid has been determined to be lowest evaluation bid.

### **25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR 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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.**

### **26. ISSUE LETTER OF INTENT**

26.1 The issue of letter of intent shall constitute the intention of the Purchaser to enter into contract with the bidder.

26.2 The bidder shall within 14 days of issue of the advance purchase order, give his acceptance along with performance security in conformity with section IX provided with the bid document.

### **27. SIGNING OF CONTRACT**

27.1 The issue of Purchase order shall constitute the award of contact on the bidder.

27.2 Upon the successful bidder furnishing performance security pursuant to clause 4 of General Conditions of Contract, the Purchaser shall discharge the bid security in pursuant to clause 11.

**28. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 27 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## SECTION III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

#### 2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section VI.

#### 3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof by .

#### 4. PERFORMANCE SECURITY

4.1 The supplier shall furnish performance 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 **5%** of the value of purchase order within **14 days** from the date of issue of a letter of Intent/Purchase order by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for failure to complete its obligations under the contract.

4.3 The performance security will be discharged by the Purchaser within 30 days from the date of successful installation and commissioning of the entire system.

#### 5. INSPECTION AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawings and production data shall be furnished to the purchaser at no charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser.



5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the purchaser shall give the supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the purchaser will forthwith issue a Taking Over Certificate. The purchaser shall not delay the issue of any "Taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months.

5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

## **6. DELIVERY AND DOCUMENTS**

6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents shall be completed within 12 months from the date of issue of Purchase Order including the Factory Acceptance Test (FAT) which shall be conducted at the bidder's premises no later than 10 months from the date of issue of purchase order. The installation and commissioning if applicable shall be completed within 2 months after the delivery at HLL site.

6.3 The documents to be delivered shall also include the protocol documents required by the purchaser for carrying out Design Qualification (DQ), Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ) validation as per cGMP requirements, along with all drawings, technical manuals and other documents included in section V.

## **7. TRAINING**

7.1 The bidder shall provide training for installation, operation and maintenance staff of the purchaser free of cost where required.

7.2 The bidder shall provide all training material and documents

7.3 Conduct of training of the purchaser's personnel shall be on-site in assembly start-up operation, troubleshooting, maintenance and/or repair of the supplied goods.

## 8 INCIDENTAL SERVICES

8.1 The supplier may be required to provide any or all of the following services :

- (a) Performance of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;

## 9. SPARES

9.1 The supplier has to provide minimum spares at no extra cost.

9.2 The supplier shall be required to provide a list of spare parts including cost and quantity required for the first two years of operation.

**9.3 "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account".**

- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.

## 10. WARRANTY

10.1 The supplier shall warrant that the equipment to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the equipment are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, at least for a period of one year from the date of successful installation and commissioning (except in respect of complaints notified prior to such date) twelve months after commissioning have been taken over under clause 5.5 above.

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

## **11. Terms of Payment and Deviation in payment terms**

### **11.1 a) Payment for goods and service offered from overseas/aboard**

#### **(i) Supply:**

On delivery : 70% of the value of supply shall be paid through irrevocable letter of credit established in favour of the foreign supplier through a scheduled bank in the suppliers country, on submission to bank of document specified in clause under delivery/completion period and further following documents.

- a. Foreign suppliers certificate that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with,
- b. Any other documents specified in the notification of award or the contract
- c. Any other relevant document

(ii) **20 %** against successful completion of Site Acceptance Test (SAT) of the entire system at HLL premises as per the criteria for performance qualification mentioned in Section VI.

(iii) The balance 10 % will be paid as per clause 11.2c

(iv) Payment for incidental services including supervision as per Clause 11.2 b

### **11.2 a) Payment for goods and services offered within India.**

i) On delivery: 70% of the value of supply shall be paid on receipt of goods and upon submission of documents specified in clause under delivery (within 30 days) and

ii) **20 %** against successful completion of Site Acceptance Test (SAT) of the entire system at HLL premises as per the criteria for performance qualification mentioned in Section VI.

iii) The balance 10% will be paid as per Clause 11.2.C

iv) Payment for incidental services including supervision as per Clause 11.2.b

**b) Payment for incidental services including supervision:**

The charges for incidental services including supervision, if provided for separately in the contract, shall be paid after the said services have been performed to the satisfaction of the purchaser in accordance with the requirements of the contract and also subject to Clause 13.1.

**c) On final acceptance:**

The balance 10% of the value of supply of goods and 100% of cost of incidental services shall be paid against a performance bank guarantee equal to 10% of total contract price valid for the period of one year from the date of successful installation and commissioning.

The supplier's request for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the goods delivered and the services performed and by shipping documents, submitted and upon fulfillment of other obligations stipulated in the contract

Normally the Purchaser will not entertain any advance payment. However, the bidder can indicate advance payment in the payment terms, if required. Such advance payment will be released against submission of a Bank guarantee from a nationalized/scheduled bank for like amount valid up to the supply of equipment at purchaser's site.

**d). Price Clause:****(i) Goods offered from within India:**

The Price of the Goods quoted shall be inclusive of Cost, insurance, freight - FOR HLL Stores, Akkulam, Thiruvananthapuram.

**(ii) Goods offered from overseas/abroad**

(a) The price of the goods quoted shall be CIF Kochi Port, India. The price of goods quoted on CIF Port of entry in India, in quoting prices the bidders shall make efforts to use ocean transportation through Flag Vessels of India origin or through vessels of shipping conference lines in which India is a member country. The prices quoted shall be in US Dollars.

**12. CHANGES IN PURCHASE ORDERS**

12.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the supplier.

12.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery

schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

### 13. DELAYS IN THE SUPPLIER'S PERFORMANCE

13.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

13.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

13.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

13.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

### 14 LIQUIDATED DAMAGES

14.1 The date of delivery of the goods, completion of the Factory Acceptance Test (FAT) and successful installation and commissioning as stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 14.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the machine and in such cases the provision of clause 14.2 will not apply.

14.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay upto a maximum of 5% of the value of the supply. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, I/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

## 15. FORCE MAJEURE

15.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

15.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

## 16. TERMINATION FOR DEFAULT

16.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a. if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 5;
- b. If the supplier fails to perform any other obligation(s) under the Contract, and
- c. if the supplier fails to perform any other obligation(s) under the Contract; and if the supplier, in either of the above circumstances, does not remedy his failure within a period of **15** days (or such longer period as the purchaser, may authorize in writing) after receipt of the default notice from the purchaser.

16.2 In the event the purchaser terminates the contract in whole or in part pursuant to para **17** the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

16.3 In the event of such termination of contract, the purchaser will be entitled to invoke performance security provided by the supplier in the form of bank guarantee as mentioned in Clause 4 of General Conditions of Contract (GCC).

## 17. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action, or remedy which has accrued or will accrue thereafter to the purchaser.

**18. Settlement Of Disputes**

**The contract shall be deemed to have been concluded at Thiruvananthapuram, Kerala and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in Thiruvananthapuram.**

In the case of dispute between the purchaser and a foreign supplier, then dispute shall be settled by arbitration in accordance with the provisions of the above. But if this be not acceptable to the supplier, then the dispute shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

**The venue of arbitration shall be the place from where the contract is issued.**

**19. Applicable law**

The contract shall be interpreted in accordance with the Indian Law

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.

2. **Spares:**

*[Hint: The clause regarding spares may be included considering the following aspects:*

- (i) *The supplier shall be required to provide a list of spare parts recommended for maintenance for three years along with rates. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/ AMC. provided that such purchase shall not relieve the supplier from any warranty/ AMC obligations under the contract.*
- (ii) *In the event of termination of production of the equipment/ spare parts. the supplier shall notify the purchaser at least two years in advance of the impending termination to enable the purchaser to procure life time spares. The supplier shall also provide at his own cost to the purchaser, the blue print drawings and specifications of spare parts if and when requested.*
- (iii) *Period warranty shall be 12 months from the date of installation and commissioning as certified jointly by the Supplier and the Purchaser.*

3. **Commissioning and Operational Acceptance:**

- i. *Commissioning: Commissioning of the facilities or any part thereof shall be commenced by the supplier immediately after receipt of intimation from the Purchaser. The purchaser shall supply the operating personnel and all raw materials, utilities, lubricants, chemicals services and other matters required for commissioning.*
- ii. *Performance Test: The performance test shall be conducted by the purchaser in the presence of the supplier during the commissioning of the facilities to ascertain whether the facilities can attain the functional guarantees specified in the technical specification.*
- iii. *Operational Acceptance: Operational Acceptance shall occur in the facilities when the performance test has been successfully completed and the functional performance are met.*



**SECTION V****SCHEDULE OF REQUIREMENTS**

SL NO	GOODS	QTY	DATE OF REQUIREMENT
1.	HF WELDING MACHINE FOR BLOOD BAGS	1	<ul style="list-style-type: none"> <li>• Completion of Factory acceptance Test (FAT) at supplier's premises: Within 10 months of receipt of PO.</li> <li>• Delivery of the requirement at HLL premises: Within 12 months of receipt of PO.</li> <li>• Installation and commissioning : Within 2 months of receipt of intimation from HLL</li> </ul>

**Standard Tooling to be supplied with the machine (to be included in the machine price)****A. Dies for Top-top bags**

- A. One set of top welding die for 3 port top-top bags.
- B. One set of top welding die for 4 port top-top bags.
- C. One set of contour welding die for 350ml top-top bags.
- D. One set of contour welding die for 450ml top-top bags.
- E. One set of tooling for hanger hole punching, side slit cutting and periphery cutting for 350ml top-top bags
- F. One set of tooling for hanger hole punching, side slit cutting and periphery cutting for 450ml top-top bags

**B. Dies for Top-bottom bags**

- A. One set of top welding die for top-bottom bags.
- B. One set of bottom welding die for top-bottom bag.
- C. One set of contour welding die for 350ml top-bottom bags.
- D. One set of contour welding die for 450ml top-bottom bags.
- E. One set of tooling for hanger hole punching, side slit cutting and periphery cutting for 350ml bags.
- F. One set of tooling for hanger hole punching, side slit cutting and periphery cutting for 450ml bags.

**G. RF Conductors:**

- a. One set of finger contacts (Moving and stationery) - All types.
- b. One set of contact plates (Moving and stationery) - All types.
- c. Two complete sets of mandrel rods.

**C. Additional Tooling required (OPTIONAL ITEM) (cost to be separately indicated for each item. Costs will NOT be used for bid comparison)**

- 1) Top welding die for 3 port top-top bags -1 sets
- 2) Top welding die for 4 port top-top bags -1 sets
- 3) Top welding die for top-bottom bags -1 sets
- 4) Bottom welding die for top-bottom bags – 1 sets
- 5) RF conductors including finger contacts, contact plates and mandrel rods as mentioned above – 1 sets

- 6) Contour welding dies:
  - i. 350ml top-top bags - 1 sets
  - ii. 450ml top-top bags - 1 sets
  - iii. 350ml top-bottom bags - 1 sets
  - iv. 450ml top-bottom bags -1 sets
- 7) Tooling for hanger hole punching, side slit cutting and periphery cutting :
  - i 350ml top-top bags - 1 sets
  - ii 450ml top-top bags - 1 sets
  - iii 350ml top-bottom bags - 1 sets
  - IV 450ml top-bottom bags -1 sets

**DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID:**

- 1.) Summary of technical specifications and features of the equipment along with product brochures
- 2.) Details including qualification, work experience, address for communication and contact details of Respective authorized personnel employed by the supplier who shall be the contact point for each of the following, after award of purchase order and after supply of equipment by the supplier:
  - a. Technical queries
  - b. Queries on commercial aspects
  - c. Service support and troubleshooting
  - d. Customer grievance redressal
  - e. Legal queries

**DOCUMENTS TO BE SUBMITTED DURING SUPPLY OF EQUIPMENTS BY QUALIFIED BIDDERS:**

- 1.) All regulatory and operational certificates, checklists, list of parts and Test reports related to the entire system.
- 2.) Detailed drawing of welding electrodes and mandrel pins both in soft and hard format along with detailed specifications of materials of construction (MOC)
- 3.) Protocol for DQ, IQ, OQ & PQ validation of supplied equipment, for validation as per cGMP requirements.
- 4.) Operation manual
- 5.) Repair and maintenance manual
- 6.) Troubleshooting manual
- 7.) List of recommended spares and change-parts

**SECTION VI****TECHNICAL SPECIFICATIONS & DRAWINGS****A. Specification for HF Welding Machine for Blood Bags****i) Machine Capacity**

1. Capable of welding 3-port/4-port Top-Top Blood Bags of capacities 350ml, & 450ml and Top-Bottom bags of sizes 350 ml, 450 ml & 500 ml with sheet of width 260 +/- 2 mm and of thickness 0.39 +/- 0.03 mm. The machine shall also be suitable to operate with sheet of width 220 mm of same thickness as mentioned above.
2. Design Output per hour – 1000 to 1150 bags per hour in case of top-top bags and 800 to 900 bags per hour in case of top-bottom bags
3. Machine shall be capable of being accommodated in a room of size 12.0M(length) 7.0M(width) X 3.0M(height)

**ii) Critical features of the system (Prices to be inclusive along with the basic machine cost)**

1. Capable of producing integrated pouch type transfusion port from the same Medical grade Soft PVC film as that of the main bag.
2. Radial welding and flat welding shall be carried out either on separate stations or on same station and shall be of high accuracy to eliminate the possibility of channel leak.
3. Vacuum loading system for easy die change over and die alignment with suitable guide rails.
4. Punching station for hole-punching, hanger slit and side slits cutting should be separate from HF Welding stations.
5. Automatic rejection of bags of doubtful quality based on monitored parameters.
6. Modem provision to given for online (offshore) trouble shooting by the supplier.
7. Machine Running History: Provision to store and display machine running details including machine stops etc.
8. Erection and Commissioning of the machine to be carried out at HLL factory by the supplier.

**iii) Optional Features of the system (Prices for each to be separately indicated and will NOT be used for bid comparison)**

1. Automatic stripping of waste material.
2. Integrated Leak Tester for in-line leakage testing of blood bags based on mass flow techniques with automatic segregation of accepts and reject. Leak Tester shall be capable of being operated as a stand-alone unit.
3. Automatic component feeding system for feeding transfusion ports, break-off valve tubes, connector and bottom outlet bag tube to radial welding station.
4. Provision for online printing of unique identification number of welded bags

**B. Product Design;**

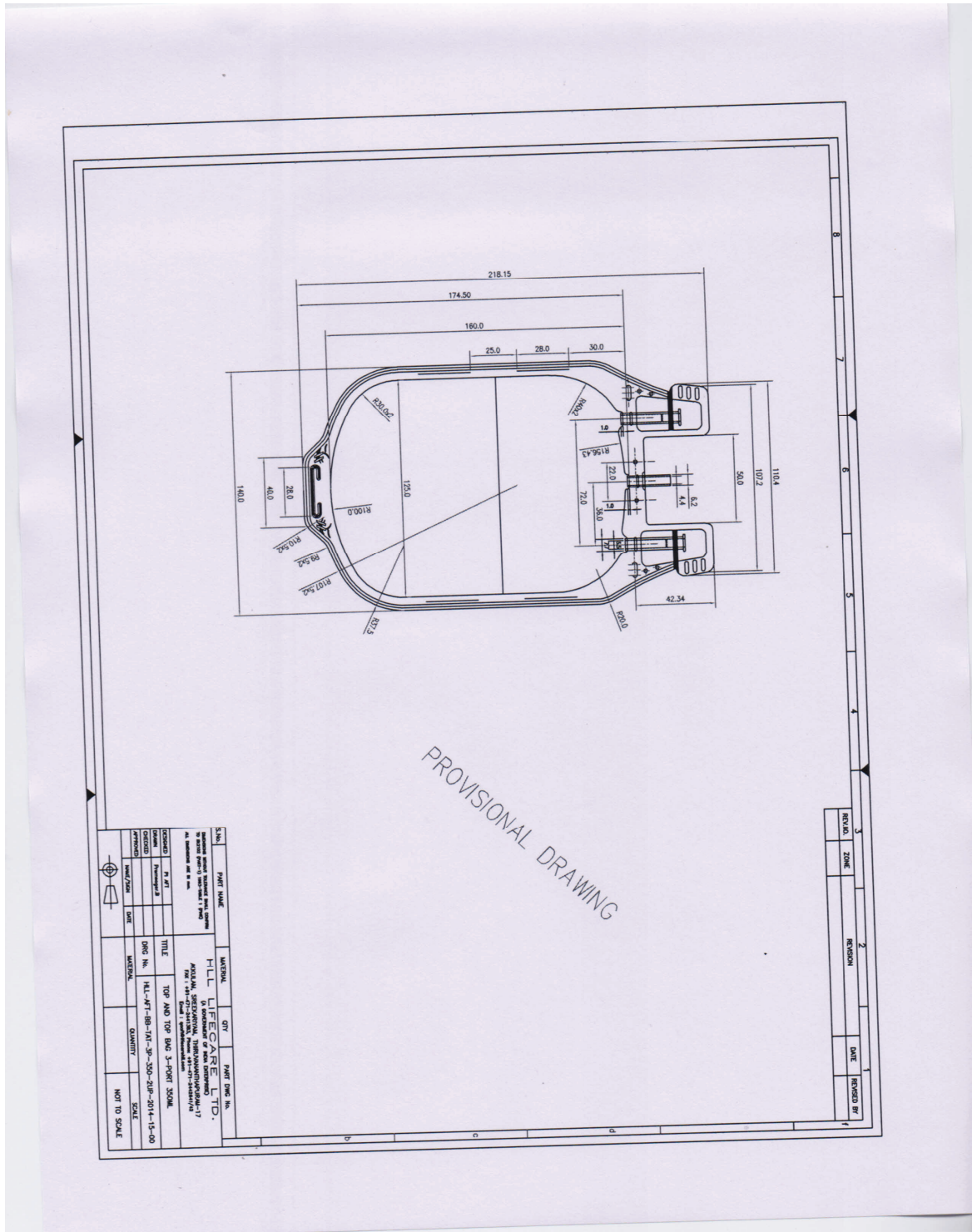
3 Port/4 Port design of top-top as well as top-bottom bags shall be as per drawing (provisional) provided by HLL. Bag drawings along with component drawings are enclosed for reference.

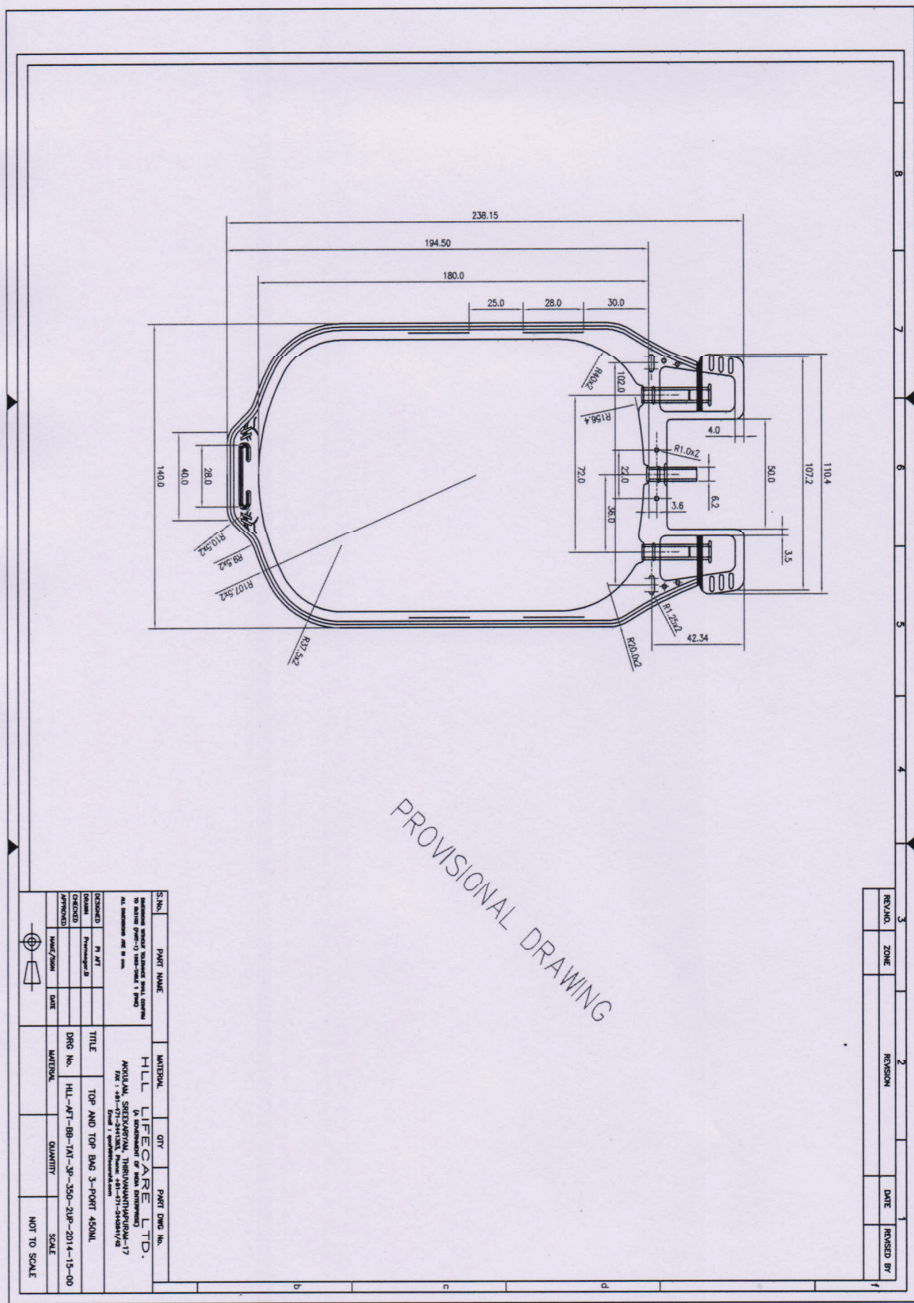
**C. Criteria for Performance Qualification**

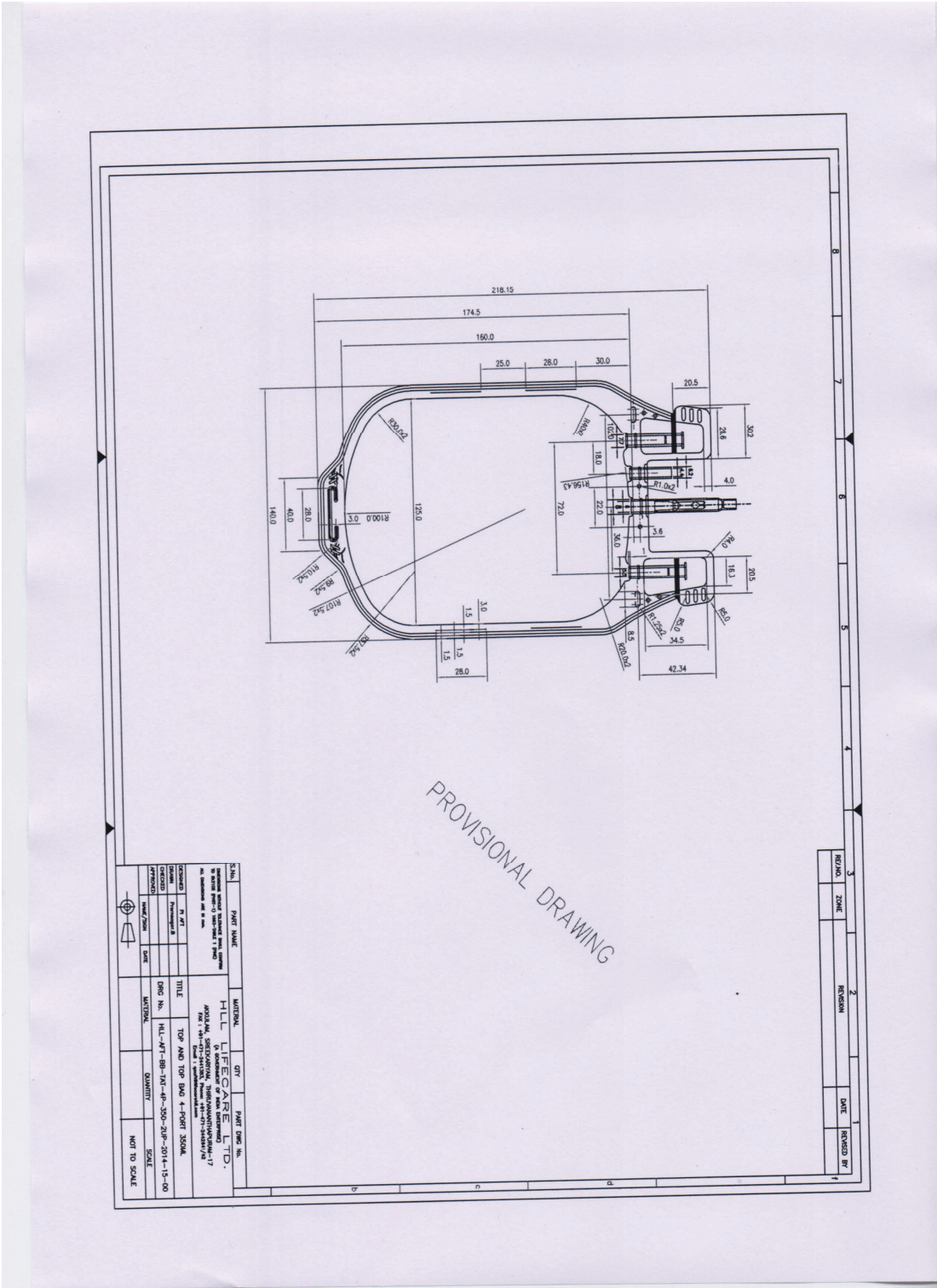
The machine shall be run for 24 hours at supplier's premises and 24 hours at HLL premises for the acceptance run and shall be qualified against the following criteria:

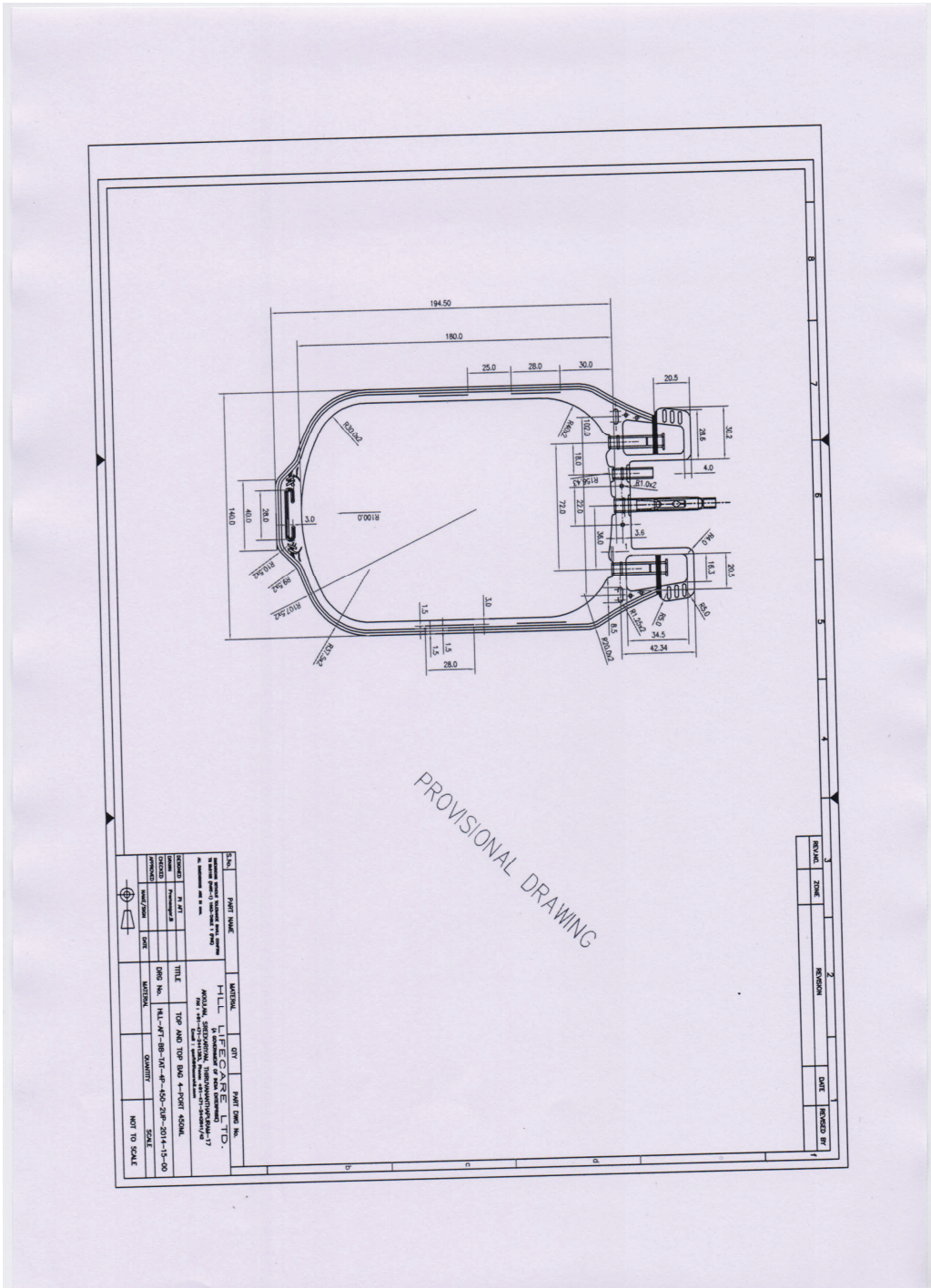
1. Overall Equipment Effectiveness (OEE) of the machine shall NOT be less than 80 %
2. Tensile strength of the weld shall be minimum 9kgf for 20mm wide specimen.
3. Cross section of radial welds shall be perfectly concentric/symmetric.
4. Side slits of the welded bags shall have minimum breaking tensile limit of 1.75 kgf
5. Bottom slits of the welded bags shall have minimum breaking tensile limit of 5.0 kgf.
6. Rest weld thickness of the flat weld area shall be 70% of the double film thickness with a tolerance of +/- 5%.
7. Weld should not show any leak when bag is pressure tested between ' platens at air pressure 1 kg/cm<sup>2</sup> for 15 seconds, distance between platens being 10 - 12 mm.

**PROVISIONAL BAG DRAWINGS:**  
(please turn over)

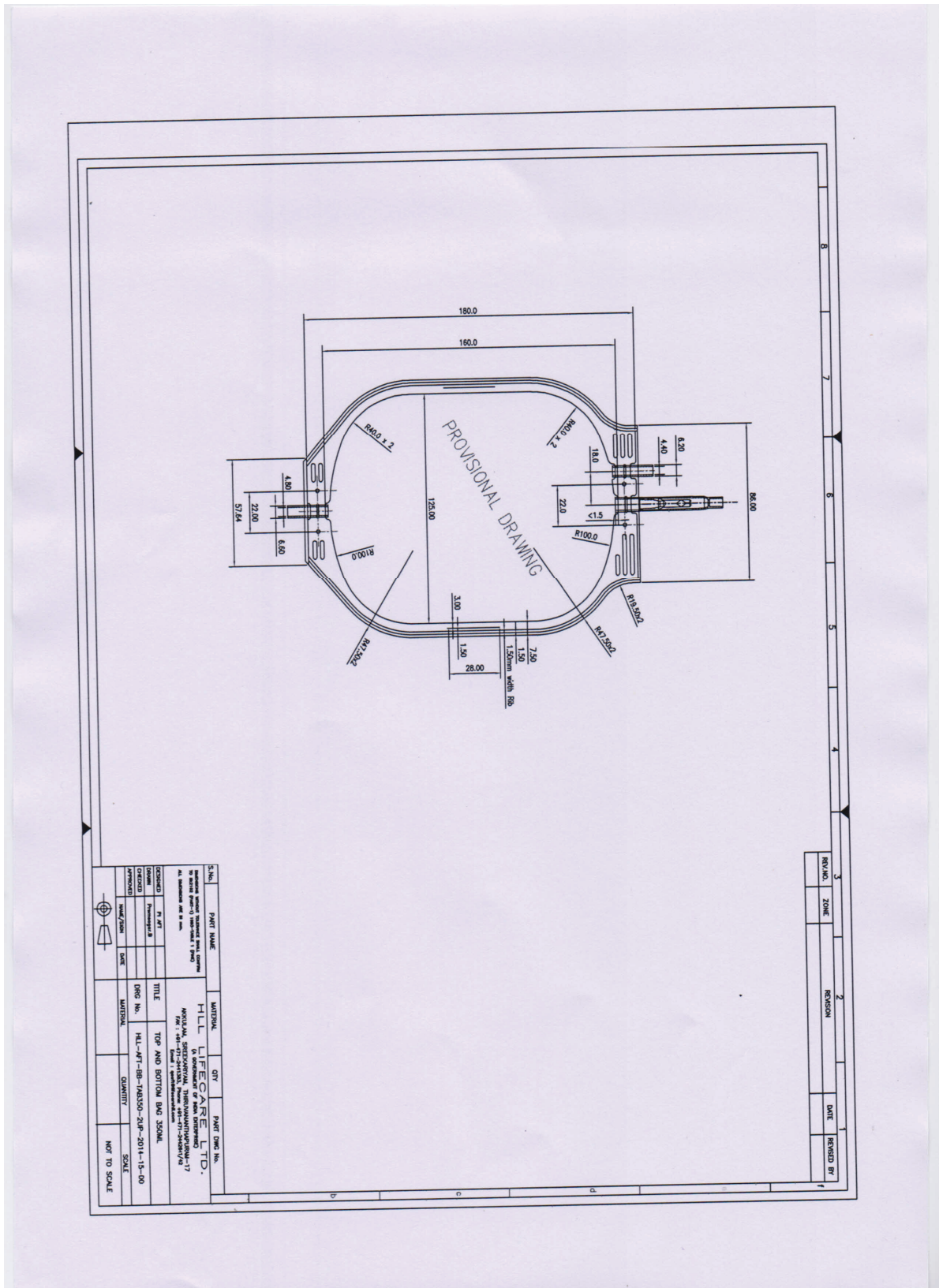


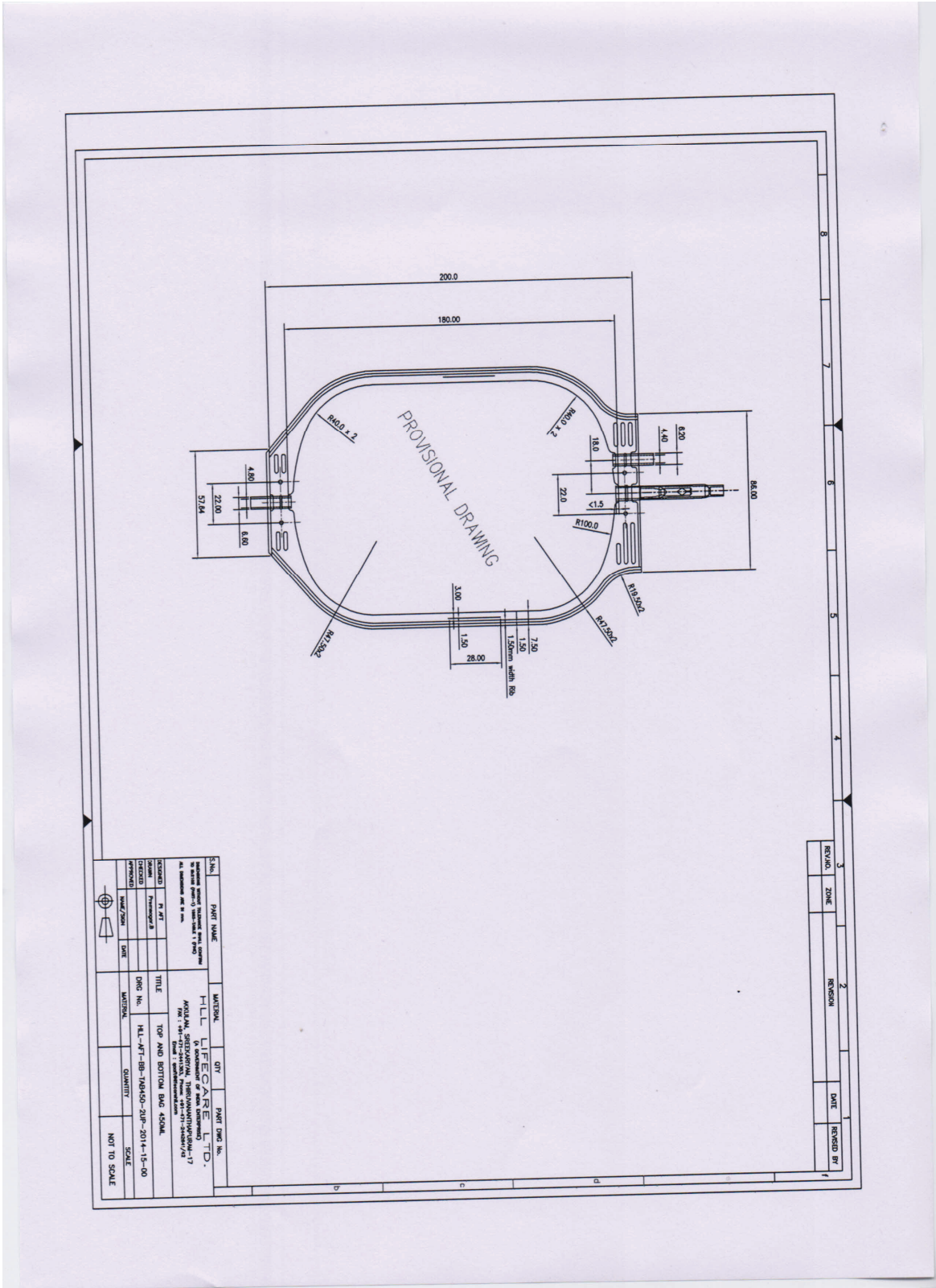






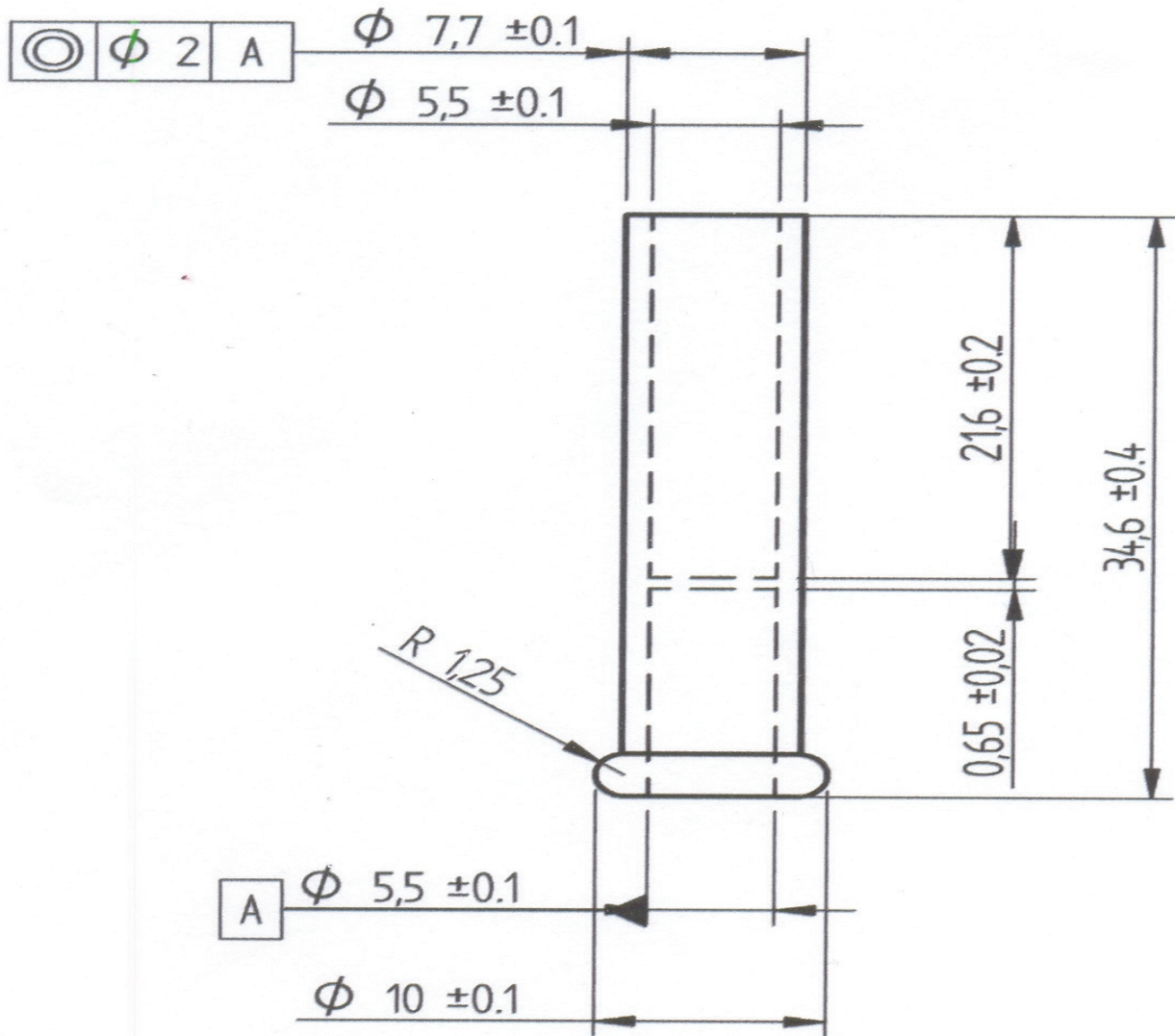




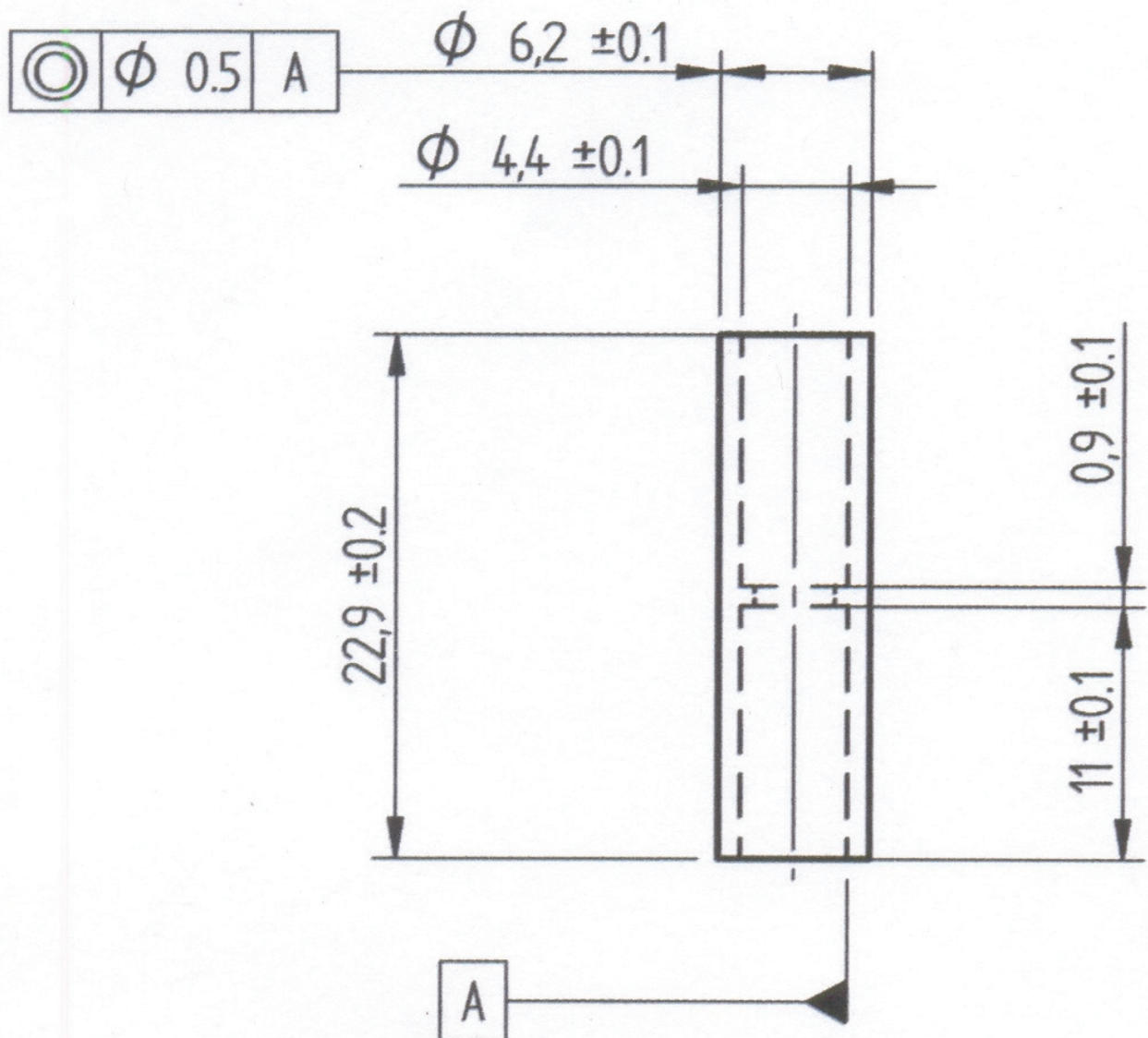


**PROVISIONAL COMPONENT DRAWINGS :**  
**(PLEASE TURN OVER)**

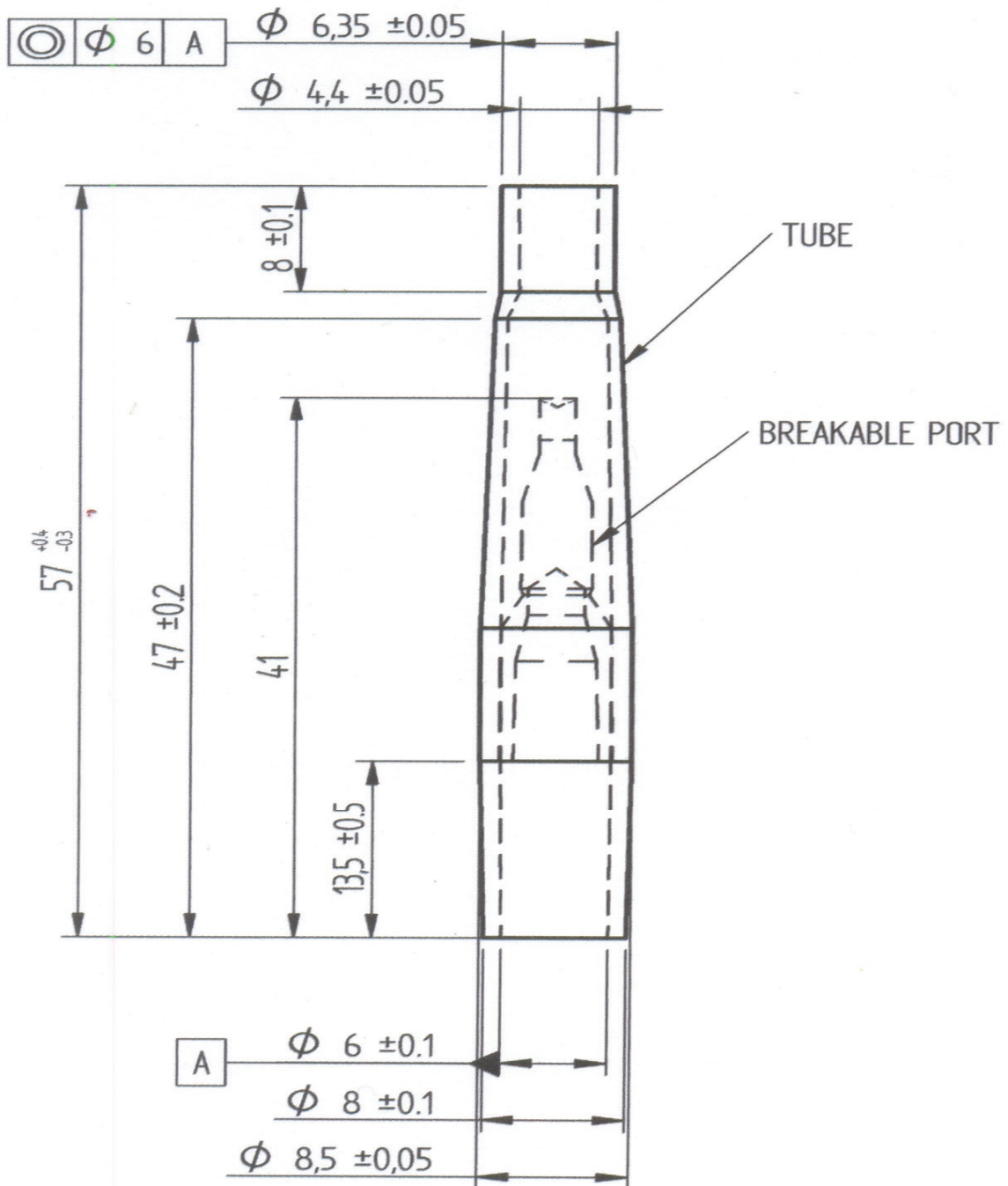
**TRANSFUSION PORT FOR TOP-TOP BAGS:**



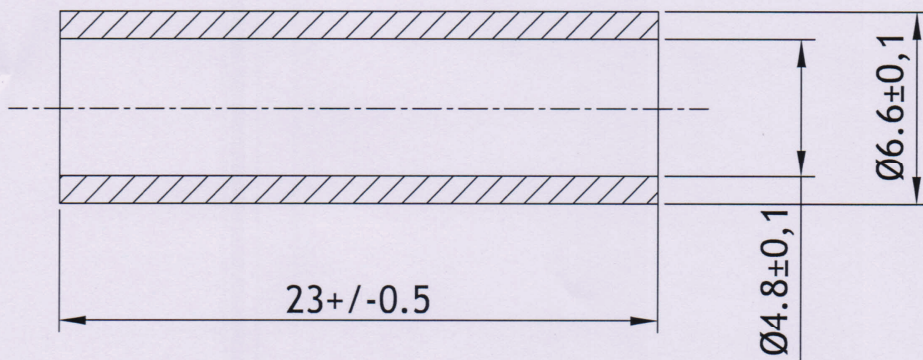
**CONNECTOR FOR TOP-TOP BAGS AND TOP-SIDE CONNECTOR FOR TOP-BOTTOM BAGS:**



**BREAK-OFF VALVE ASSEMBLY FOR TOP-TOP AND TOP-BOTTOM BAGS:**



**BOTTOM-SIDE CONNECTOR FOR TOP - BOTTOM BAGS:**



BOTTOM-SIDE CONNECTOR FOR TOP - BOTTOM BAG  
ALL DIMENSIONS ARE IN "mm"

**PART – I**

**BID FORM**

Tender No .....

Date: .....

To  
JGM (Materials)  
HLL Lifecare Ltd,  
Akkulam Plant.  
Sreekarivam P.O.  
Trivandrum-695017, Kerala, India

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within (.....) months and to complete delivery of all the items specified in the contract within (...) months calculated from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of .....days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....day of .....201

Name and Signature .....

In the capacity of .....

Duly authorised to sign the bid for and on behalf of.....

Witness.... ..

Address ... ..

Signature

**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**AKKULAM PLANT,**  
**SREEKARIYAMP O**  
**THIRUVANANTHAPURAM-695017**  
**PH: +91 471-2442641 / 2442642**  
**Website: [www.lifecarehll.com](http://www.lifecarehll.com)**



**GLOBAL INVITATION FOR BIDS (PRICE BID)**

**FOR**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF HF WELDING  
MACHINE (1 NO. )FOR BLOOD BAGS -2014**





**PART II****B). IMPORTED EQUIPMENT (FOR OVERSEAS BIDDERS ONLY)**

Sl. No	Item description	Country of origin	Quantity	Price per each unit		Import Duty	Other Taxes levies etc	Unit price F.O.R H.I.L. site	Total Price	Shipment weight Volume
				Unit price CIF Kochi	Incidental services (including supervision)					
1	2	3	4	5	6	7	8	5+6+7+8	4 x 10	

Total bid price in foreign currency :  
In Words :

Signature of Bidder  
Name  
Business address

Place  
Date

Note :

In case of discrepancy between unit price and total price, the unit price shall prevail.

The bidder may refer the specifications, Terms & conditions before filling this format. The bidder should indicate the calculations/assumptions/splitups to arrive at the final price in a separate sheet and attach the same to this Schedule.

The additional expenses for bringing the equipment from the Port of destination to H.I.L. premises such as clearing charges, customs duty, transportation & Insurance charges etc shall be added along with the rate quoted by the Overseas bidder for price comparison.

Prices for optional items specified in section – V will NOT be considered for price bid comparison

**SECTION IX**

**BANK GUARANTEE FORMAT FOR BID SECURITY**

Whereas ..... (hereinafter called “the Bidder”) has submitted its bid dated ..... for the supply of ..... vide Tender No ..... dated.....KNOW ALL MEN by these presents that WE ..... OF .....having our registered office at ..... (hereinafter called “the Bank”) are bound unto H.L. Lifecare Limited (hereinafter called “the Purchaser”) in the sum of Rs ..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are :

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity

**(a) fails or refuses to execute the Contract, if required; or**

**(b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

**Signature of the Bank Authority.**

**Name**

**Signed in Capacity of**

**Name & Signature of witness**

**Address of witness**

**Full address of Branch**

**Tel No. of Branch**

**Fax No. of Branch**

**SECTION X****BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

1. M/s H.L.L. Lifecare Ltd (hereinafter called "H.L.L."), having its factory at Akkulam, Srekarivam P.O., Thiruvananthapuram – 695017, Kerala, India having issued a Purchase Order no. .... and dated ..... To ..... (herein after called "the Supplier") having its registered office at ..... (give complete address) for supply, installation, testing and commissioning of HF Welding Machine for Blood Bag and the Supplier has accepted the said Purchase order (hereinafter 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 5% 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 hereby 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 contractor(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 these counts 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 H.L.L. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto 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.
4. 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 H.L.L. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ..... (office/Department) H.L.L. 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/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of the bank)..... further agree with the H.L.L. that the H.L.L. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder 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 H.L.L. against the said Contractor(s) and to forbear 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 forbearance, 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 so relieving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
- 7. 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)

**SECTION XI**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To

**JGM (Materials)  
HLL Lifecare Limited,  
Akkulam Plant.  
Sreekarivam P.O..  
Thiruvananthapuram-17.**

Subject:

Authorization for attending bid opening on .....(date) in the  
Tender of.....

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of .....(Bidder) in order of preference given below.

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signatures</u>
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I. .

II.

Alternate

Representative

Signatures of bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the bidder.

Note :

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.