

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot. No. 71, Sector - 7, IMT,**  
**Manesar, Gurgaon**  
**Haryana -122050**  
**Website: www.lifecarehll.com**  
**Phone: 0124-4030949**  
**Fax: 0124-4030949**

**INVITATION FOR BID**

**FOR**

**SUPPLY, INSTALLATION, CABLING, TESTING &  
COMMISSIONING OF WALK IN COLD ROOM SYSTEM**

**AT**

**MANESAR FACTORY**  
**GURGAON**  
**HARYANA -122050**

**LIMITED TENDER NO: HLL/MFG/PUR/COLD ROOM/01/2014-15**

**HLL Lifecare Limited**  
**Plot. No. 71, Sector - 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122050**

**LIMITED TENDER NO: HLL/MFG/PUR/COLD ROOM/2014-15**

**CONTENT OF TENDER DOCUMENTS**

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**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**Gurgaon - 122050, Haryana**

**INSTRUCTIONS TO BIDDERS**

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1. Date : **12.01.2015**
2. Limited Enquiry No. : **HLL/MFG/PUR/COLD ROOM/01/2014-15**
3. The Bid is intended to supply, installation, cabling, testing and commissioning of Walk in Cold Room System as per specification in Schedule-A.
4. The Bid comprises of two parts:
  - a. **Technical Bid**
  - b. **Price Bid**
5. a. The Technical Bid must be accompanied by EMD/ Bid Security of INR 15,000 in the form of a crossed Account Payee of a Demand Draft drawn in favor of M/s. HLL LIFECARE LIMITED, payable at GURGAON.
  - b. MSE Units are registered with NSIC are exempted from payment of Bid Security (EMD) and other benefits as applicable, but Authenticated copy of the valid NSIC certificate for the tendered item(s) should be submitted along with Technical bid of the tender to qualify for such exemption.
6. **EARNEST MONEY DEPOSIT / BID SECURITY**
  - a. The Bidder shall furnish, as part of its Bid, the Bid Security as indicated in a separate single sealed envelope along with Technical bid and shall be marked as 'EMD / Bid Security to Tender Document for \_\_\_\_\_ (item name).
  - b. The Bid Security shall be kept minimum 165 days from the closing date of bid submission.

7. Bid Submission:

Both the bids - Technical along with the Bid Security/EMD and Price bid shall be submitted in sealed covers separately. Bids shall be super-scribed with **TENDER NO. : HLL/MFG/PUR/COLD ROOM/01/2014-15**, Technical Bid and Price Bid on the respective covers in order to clearly identify between the two bids.

The two separately marked bids shall be placed in a single sealed cover with respective mentioning Tender No. thereon, complete in all respect, addressed to **the Unit Chief, HLL LIFECARE LIMITED, Plot No. 71, Sector - 7, IMT Manesar, Gurgaon, Haryana - 122050**. The completed bid should reach us on the due date and time mentioned in the Tender Notification. HLL shall not be responsible for any delay, if any, in the delivery of the bidding document or non-receipt of the same.

**HLL LIFECARE LIMITED**  
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**Gurgaon - 122050, Haryana**

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**INSTRUCTIONS TO BIDDERS**

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- 8. a. Pre bid meeting (IST) at Manesar, Gurgaon : 21.01.2015; IST 11:00 A.M**  
**b. The last date of receipt of Techno- Commercial Bid : 31.01.2015; IST 3.00 P.M**  
**c. Date of Opening of Technical Bid : 31.01.2015; IST 3.30 P.M**

9. In the event of the date mentioning above being declared subsequently as holiday for the purchase's office, the above due date for submission and opening of bids will be the next working day at the same venue and time.

10. Bids received after the deadline for the submission shall not be considered.

11. The bidder is expected to examine all specifications, instructions, Forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in 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 the bid. Any clarification required will have to be obtained one week prior to the date of opening of the "Technical Bid".

12. Certificate / Declaration as given in the Schedule-I stating that ALL TERMS AND CONDITIONS of this Tender is acceptable should accompany the tender failing which the tender is likely to be summarily rejected.

13. The Price bid of those tenderer who qualify in the Technical Bid only will be opened. The date and time of opening of price bid will be intimated separately. The Price Bids of the tenderer who do not qualify shall be returned unopened.

**Unit Chief,**  
**HLL Lifecare Limited**  
**Plot. No. 71, Sector - 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122050**  
**PHONE: 0124-4030949**  
**FAX: 0124-4030949**

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**LIMITED TENDER NO. : HLL/MFG/PUR/COLD ROOM/01/2014-15**

**Schedule Requirements: (To SUPPLY, INSTALLATION, CABLING, TESTING & COMMISSIONING OF WALK IN COLD ROOM SYSTEM AS UNDER): Qty-01 No.**

**Technical Specifications: Walk in Cold Room System**

COLD ROOM SPECIFICATION	Page 1 of 2
External Room Dimension	116" inches x 116" inches x 94.25" inches
Desired Temp Range	+2 deg C to +8 deg C
Material To be Stored	Pharmaceutical
Product Incoming Temp	+2 deg C to +8 deg C
Temperature Display Panel for Cold Room	At front side of Cold Room from a reputed manufacturer
Thermo Graph to monitor inside temperature of Cold Room	At front side of Cold Room from a reputed manufacturer
No. Of Door Openings per Day	6-8 Openings / day
Any motorized equipment in cold room and its heat consideration	Evaporator Fan Motor
Wall/Floor Ceiling Insulation and Thickness	60 mm thick PP/PP PUF Panels Sheet Thickness 0.5 mm
Panel Puff Density	40 (+/- 2) kg/m <sup>3</sup>
Floor Insulation Thickness	60 mm Al Chequered Floor
Door type & Size	34"x 78" clear opening, Manual , Right / Left Hinged Door, PP/PP 60 mm Thick Type Door
No. Of Doors	1 no.
Product Stacking Details	On Pallets
Ambient Temperature	45 deg C
Details of refrigeration capacity	15000 BTU/hr @ 3 deg C Room Temp & 45 deg Ambient Temp x 2 nos. Split (Separate Indoor & Outdoor) from a reputed manufacturer
Refrigerant	R-22
Power Supply	210V/1Ph/50Hz
PPI Microprocessor Temp. Controller with Interface card	1 no.
PPI Single channel RECORDER with Printer Interface	1 no.

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<b>COLD ROOM SPECIFICATION</b>		<b>Page 2 of 2</b>
<b>Specification of Storage Racks</b>	<b>Cold Storage Racks on 2 Sides of the room (Excluding the Indoor Refrigeration unit) made of SS 304 grade having ground + 3 Loading Levels (20 gauge).</b>  <b>Shelf Height: 175 cm.</b> <b>Shelf Width: 285 cm.</b> <b>Shelf Depth: 40 cm in one side and 50 cm in other.</b> <b>Standard Finish: Stainless Steel 20 gauge plate</b>	

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**Minimum Eligibility Criteria**

**LIMITED TENDER NO. : HLL/MFG/PUR/COLD ROOM/01/2014-15**

1. The tenderer should have minimum 3 years experience in the relevant field.
2. Turn over of the bidder during the last 3 years should be at least INR 25 Lacs per annum. The same should be supported 03 years annual report/balance sheet and profit & loss account certified by the CA.
3. The tenderer should have strong technical back up for executing the work as per tender requirements supported with performance certificate(s) for successful supplying , installing, testing, commissioning and after sale service AMC/ CMC etc. tender items participated.
4. The duly signed acceptance form conforming that all terms & conditions and technical specifications are understood by the bidder and Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on the period of validity (sheet enclosed) should be given.
5. The Tenderer shall have to provide a certificate confirming that the machine/ equipment / product/ process being offered by you is environment friendly, i.e. it is non-hazardous to the environment.
6. The intending tenderer should fulfill the following requirement:-
  - a. The bidder should be able to provide after sales service.
  - b. The performance and output of the unit will be evaluated during technical qualification / evaluation.

HLL does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

PLACE:

Signature

DATE:

Name & Address of the Bidder with Seal

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**Manufacturer /Supplier Details for Minimum Eligibility Criteria**

(The information provided shall be supported with authentic documents.)

1. Name of Organization :
1. (a) Are you a manufacturer : Yes/No  
(b) Are you an authorized agent : Yes/No  
(c) Incase of authorized agent following document from the principal should have to be enclosed  
i Letter conforming the agency from the manufacturer valid for .....  
ii Letter from the manufacturer that they also Agree to abide by all the terms and conditions of this tender
2. What is your annual production /process capacity? :
- 3.Do you have in house testing facility to check HLL,s parameters? : Yes/No

All information provided herein is true and correct

Place  
Date

Name and Signature of the Applicant  
(With official Seal)



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**LIMITED TENDER NO. : HLL/MFG/PUR/COLD ROOM/01/2014-15**  
**QUESTIONNAIRE**

**(General information of the supplier)**

(The information provided shall be supported with authentic documents.)

1. Name & Address of the manufacturer/  
Supplier with
  - (a) Telephone No. / Mob.No.
  - (b) Fax No.
  - (c) E-mail Address
  - (d) Name of contact person
  - (e) Whether proprietary/partnership/  
Limited company.
2. What is your Annual Turn Over during the :  
last 3 years?
3. How many years have you been in the :  
business of manufacturing/selling?
4. What would be the minimum period :  
Required to deliver the ordered quantity  
from the date of confirmed purchase  
order?
5. What is your :-  
CST No.  
VAT No.  
TIN No.  
PAN No.
6. Please indicate:-  
Name & Full address of your Banker
7. Please furnish your performance statement in the  
prescribed form (**Annexure H**)

All information provided herein is true and correct

Place  
Date

Name and Signature of the Applicant  
(With official Seal)

**HLL Lifecare Limited  
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**ACCEPTANCE FORM**

To be submitted in the letter head of the firm indicating full name and address, telephone & fax numbers etc.

**From**

**To  
UNIT CHIEF  
HLL LIFECARE LTD  
Plot No-71, Sector-07,  
IMT Manesar  
Gurgaon-122050, Haryana**

Dear Sir,

I/We, hereby offer to supply/install/test/commission the Walk in Cold Room System as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for one year from the date of bid opening prescribed by the Purchaser.

I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

**Yours faithfully,**

**SIGNATURE OF THE BIDDER WITH SEAL**

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**Terms and conditions**

- 1) The tender should be complete in all respects; incomplete tender are liable to be rejected without any further correspondence.
- 2) Unsealed tenders received are liable to be rejected and this will be at the sole risk of the tenderers.
- 3) Quotation should be sent by Courier or submitted in personal at our office during working hours in a sealed cover super scribed with enquiry Reference/no. and date of opening. The quotations received after due date will not be considered.
- 4) The bidders should submit both Technical bid and Price bid separately.
- 5) The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. The Price bids of Tenderers who do not qualify will be returned unopened.
- 6) The date & time of opening the Price Bid and the address to which the communication is to be sent will be intimated separately.
- 7) PRICE SCHEDULE  
Prices shall be quoted as per the format enclosed as Annexure-I. Offers with price variation clause will not be accepted and the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” or “packing forwarding extra” will render the bid liable for rejection. Price will remain firm and fixed for all supply orders placed during the currency of Rate Contract.
- 8) PRICE VALIDITY:  
The quoted price shall be valid for a period of one year from the date of the price bid opening. The bidders are bound to supply against the supply orders placed during the validity of the rate contract. The price validity may be extended further, if agreed upon by both the purchaser and the supplier.
- 9) Period of validity of tender: The tender will remain open for acceptance for 120 days from the date of opening of tender and rate quoted shall be confirm and valid for a period of one year from the date of the price bid opening.

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**Terms and conditions**

**10) DELIVERY/COMPLETION PERIOD**

Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to. The Supplier should supply, install, test and commission the Walk in Cold Room System as per the Contract within 1 month from the date of award of contract.

Delivery of the equipment shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.

**11) LIQUIDATED DAMAGES**

If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the bills of the supplier, liquidated damages, at the rate of a sum equivalent to 0.5% of the contract price of the delayed goods for each week of delay or part thereof until actual delivery up to a maximum of 7.5% of the contract price. The purchaser may consider termination of the contract without any further notice to the supplier if the liquidated damages have reached the maximum limit of 7.5% as above.

**12) TERMINATION OF CONTRACTS:**

(i) In case, after issue of a confirm order, the successful tender fails to supply the item as per the specified quality and the required quantity according to the delivery Schedule as given in Supply order ,and even fails to complete the supply within the extended period if any given in writing by HLL Lifecare Limited ,Manesar, will be within HLL,s full right to terminate the contract by giving a notice of 21 days in writing sent by registered Courier to the address given in the tender submitted or to any other address which may be recorded in the office at the request of the tenderer. The period of 21 days will be counted from the date of issue of the notice.

(ii) HLL Lifecare Limited, Manesar reserves the right to terminate the contract without assigning any reason by giving a notice of 30 days to the successful tenderer by registered post to the address given in the tender submitted, or to any other address which may be recorded in the office at the request of the tenderer. The period of 30 days will be counted from the date of dispatch of the notice. In such case, the security deposit of the successful tenderer will be refunded soon on getting demand from the tenderer. The HLL Lifecare Limited will not be liable for payment of any compensation for any loss that the contractor may be put to or alleged to have been put to on account of such termination.

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**Terms and conditions**

(iii) In case notice sent by registered post / courier to the address recorded in the office as per clause 12 (i) &(ii) is returned undelivered with the remark addressee not found or addressee refused to accept, the notice shall be deemed to have been served and the termination will automatically take effect from the 31st day of dispatch of the notice.

(iv) HLL Lifecare Limited will have the full right to reject any or all the tenders without assigning any reason whatsoever.

**13. TERMINATION FOR INSOLVENCY**

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

**14 SEALING AND MARKING OF BIDS:**

The Bidders shall seal the bids in a separate envelopes duly marking the envelopes, separately as (i) Techno-commercial/Technical Bid (unpriced) along with the Bid Security/EMD amount (ii) Price Bid (Annexure-I) and these two envelopes enclosed in another sealed outer envelope duly marked.

15. HLL Lifecare Limited shall not be responsible if the bids are delivered elsewhere.

**16. RELEASE OF PURCHASE ORDER**

The purchaser may consider placement of a purchase order for commercial supplies on those bidder(s), whose offers have been found technically, commercially and financially acceptable and whose product(s) have been found proven as per the vendor development protocol.

17. During the period of contract, if so desired by the purchaser, the vendor(s) premises shall be visited by the purchaser for inspection/evaluation.

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**Terms and conditions**

**18. Payment :**

- 90% of the order value shall be released after satisfactory supply, installation, testing and commissioning of the item.
- 10% of order value shall be released against **performance bank guarantee as per Annexure-II or demand draft** from a Nationalized Bank valid for a period of 1 year from the date of successful commissioning.

**19. PERFORMANCE SECURITY**

Suppliers shall have to furnish a performance security of 10% of the value of the supply order which will be indicated therein and payable in Bank Guarantee as per Annexure – II (valid 1 Year from the date of successful commissioning) or demand draft in favour of HLL Lifecare Limited, payable at New Delhi within 15 days of issue of the supply order failing which the supply order will be with drawn and the Rate Contract shall be cancelled at the risk and cost of the supplier.

If the supplier fails to adhere to any of this obligation under the contract, the purchaser reserves the right to forfeit the performance security deposited by the supplier or invoke the Bank Guarantee and forfeit the amount.

**20. INSURANCE**

The goods supplied under the contract, shall be fully insured by the supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

**21. PACKING AND FORWARDING**

The supplier shall provide such packing of the goods as is required to prevent damage or deterioration during transit to site. The packing shall be sufficient to withstand, without limitation, rough handling during transit and open storage.

**22. TRANSPORTATION**

Bidders are required to supply the goods at our factory premises IMT Manesar Gurgaon. The freight, Insurance and packing and forwarding charges are to be included in the rate schedule.

**HLL Lifecare Limited**  
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**Terms and conditions**

**23. RESOLUTION OF DISPUTES:**

23.1 Any disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach there of shall be settled by arbitration in accordance with the rules of arbitration of India Council of Arbitration and the award in pursuance there of shall be binding on the parties” in case the matter is referred for arbitration.

23.2 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

23.3 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

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

**25. Warranty: One year**

The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

- i) This warranty shall remain valid for one year in general, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination at HLL MFG, IMT, Manesar, Gurgaon (Haryana) and accepted by the Purchaser/Consignee in terms of the contract.
  - a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
  - b. Replacement and repair will be under taken for the defective goods by the tenderer.
  - c. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

ii. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of one year from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

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**Terms and conditions**

**26. Training**

Supplier shall provide training to a team of HLL personnel for operation, setting of parameters and maintenance of Machine at HLL or at firm's premises.

**27. Technical Documents**

Supplier shall furnish the following documents to the Purchaser, free of cost, in three numbers of copies.

- a. Instruction/Testing/Operation/Service manual, lubrication charts, load-bearing details etc.
- b. Elaborated list of spare parts
- c. Copies of all final drawings – electrical, mechanical & P I Diagram.
- d. Relevant Test Certificates (DQ,OQ, PQ,IQ), Guarantee Certificate for Walk in Cold Room System.
- e. Catalogue and literature on bought outs
- f. Any other related documents.

**28.** There will not be any post tender negotiation except with the first lowest responsive bidder.

**29. Patent Rights**

29.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

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

Place  
Date

Name and Signature of the Applicant  
(With official Seal)



**HLL Lifecare Limited**  
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**INDEMNITY CLAUSE**

If the supplier fails to execute the order 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 within 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 regards unless otherwise prior approvals 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 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 of this shall be entertained

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

Place  
Date

Name and Signature of the Applicant  
(With official Seal)

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**Performance Statement**

**(Performa for Performance Statement (for a period of last three years))**

Name of item offered \_\_\_\_\_ Date of Opening  
 \_\_\_\_\_ Time \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (full name and address of purchaser)	Order No and date	Description and quantity of ordered stores	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the stores been satisfactorily Supplied?	Attach a certificate from the Purchaser/ Consignee)
				As per Contract	Actual			
1	2	3	4	5		6	7	8

**Signature and seal of the bidder**

\*The certificate must incorporate a cross reference of order No: date and value of the total order confirming supply and acceptance of stores by the purchaser/consignee to their entire satisfaction

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**CERTIFICATE**

I/we hereby certify that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I/we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

**SIGNATURE(S) OF BIDDER WITH SEAL**

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

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**HARYANA -122050**

**LIMITED TENDER NO. : HLL/MFG/PUR/COLD ROOM/01/2014-15**

**PRICE SCHEDULE FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING**  
**OF WALK IN COLD ROOM SYSTEM AS UNDER**

Page 1 of 1

1	3	4	5	6	7	8
Item Description	Accounting Unit	Price for each accounting unit inclusive of freight and all state and central Govt duties except CST /VAT	Price in Words	Sales tax/VAT payable if the contract is awarded	Total Cost to HLL store =(4+6)	Remarks
Supply, installation, cabling, testing and commissioning of Walk in Cold Room System	01 No					

## Note:

- a. In case of discrepancy between the amount in words and figures the amount in words will prevail.
- b. Purchaser shall issue form C for concessional rate of central sales tax wherever applicable.

Place: -

Date: -

Signature of Bidder

Name of Bidder

Business Address

VALIDITY: 1 YEAR

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot. No. 71, Sector - 7, IMT,**  
**MANESAR, GURGAON, HARYANA -122050**  
**LIMITED TENDER NO. : HLL/MFG/PUR/COLD ROOM/01/2014-15**

**Annexure -II**

**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To  
Unit Chief,  
HLL Lifecrae Limited  
Plot. No. 71, Sector - 7, IMT,  
MANESAR, GURGAON  
HARYANA -122050  
PHONE: 0124-4030949  
FAX: 0124-4030949

WHEREEAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no .....dated.....2014 to Supply (description of goods and services) (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish a bank guarantee from a reputed scheduled commercial bank for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to issue such a bank guarantee in favour of M/s. HLL Lifecare Ltd:

NOW THEREFORE we here by affirm that we are guarantors and responsible to you on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or it show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of our demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for up to ( ) from the completion of contractual obligations by the supplier.

Signature and seal of the guarantor

Place:  
Date: