

e-TENDER ENQUIRY DOCUMENT(TED)

FOR
APPOINTMENT FOR SERVICES OF ASSET
IDENTIFICATION AGENTS / DETECTIVE AGENTS

HLL/CS/CHO/Legal/AIA/20-21



BY

HLL Lifecare Limited

(A Government of India enterprise)

HLL Bhavan - Corporate Head Office,
Poojappura - PO | Thiruvananthapuram - 695012,
Kerala, India

URL: www.lifecarehll.com

Email: legal@lifecarehll.com

Phone: 0471-2354949

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**HLL Lifecare Limited
(A Government of India enterprise)
HLL Bhavan - Corporate Head Office,
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Thiruvananthapuram - 695012,
Kerala, India
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CIN: U25193KL1966GOI002621.

Tender Enquiry No.: HLL/CS/CHO/Legal/AIA/20-21

12/05/2020

Appointment of Asset Identification Agent(s) / Detective Agents (AIA) for identifying the assets of the default suppliers , agents etc. for the payment due to HLL Lifecare Limited (HLL) from various places in India.

1. M/s HLL Lifecare Limited (HLL) is a Government of India Enterprise –a Mini Ratna Company, having its Corporate & Head Office at Thiruvananthapuram. HLL has outstanding receivables from various judgement - Debtors based on court decrees. However, for filing Execution petition and completing other legal formalities in various courts HLL required support of agents.
2. Accordingly, HLL invites online tenders/bids(e-Tender) from Licensed/Recognized Asset Identification Agents for getting details of the assets acceptable to court for filing in support of Recovery petition against various court orders in favor of HLL. The agent shall be fully responsible for the submitted documents to HLL /Court and the documents should submit with notary attestation and an affidavit confirming the documents submitted are true and correct.
3. This Tender is a two-bid system i.e. Commercial Bid and Financial / Price Bid. The interested parties meeting eligibility criteria may upload their offers / commercial & price quotations online. Financial / Price bids will be considered only when the firm/company fulfils the eligibility criteria and commercial conditions mentioned in this tender enquiry document.
4. Any conditional bids shall be summarily rejected.
5. The bidder should quote their rate schedule wise for each cases.

6. Tenderers may download the tender enquiry document from the websites URL address: <http://www.lifecarehll.com/tender> & <https://etenders.gov.in/e procure/app> and submit their bids online, along with the required non-refundable fee as mentioned below.

Other useful details in this tender are indicated below:-

Schedule No.	e-Tender Ref. No (Event No.)	Item/Service Name	Amount to be recovered without applicable interest, if any) in Rs.	EMD (Rs.)
1	2020_HLL_48043_1	Asset Identification Agent(s) - Bangalore-Case -01	Rs. 4,90,00,000/-	Rs.10,000/-
2	2020_HLL_48043_2	Asset Identification Agent(s) - Bangalore-Case -02	Rs. 2,00,00,000/-	Rs.4,000/-
3	2020_HLL_48043_3	Asset Identification Agent(s) - Andrapradesh-Case -01	Rs. 14,70,000/-	Rs.1500/-
4	2020_HLL_48043_4	Asset Identification Agent(s) - Orissa-Case -01	Rs. 9,94,000/-	Rs.1000/-.

Sl.	Description	Schedule
a	Tender Processing Fee	Rs. 1,180/- (Inclusive of GST @18%)
b(i)	Pre-bid meeting	25-05-2020, 11:30hrs IST,
b(ii)	Last date for submission of queries: e-mail id for submission of queries: legal@lifecarehll.com The subject in the email should be 'Appointment of Asset Identification Agent(s) / Detective Agents (AIA)' <u>Note:</u> Any query received after the scheduled time may not consider.	25-05-2020, 12:00hrs IST,
c	i) Closing date & time for submission of online bids	08-06-2020, 15:00 hrs IST

Sl.	Description	Schedule
	ii) Closing date & time for physical submission of original tender fee, EMD instruments in favour of “HLL Lifecare Limited” payable at Thiruvananthapuram, within the specified date and time	08-06-2020, 15:00hrs IST
d	Time and date of opening of bids	09-06-2020, 15:30hrs IST
e	Venue for :- <ul style="list-style-type: none"> • Pre-bid meeting • Submission of tender fee, EMD in physical form. • E-Tender Opening of Commercial Bid 	HLL Bhavan - Corporate Head Office, Poojappura - PO Thiruvananthapuram - 695012, Kerala, India

7. **The Bids shall be submitted online only, EXCEPT TENDER FEE & EMD** (acceptable in physical form) as mentioned below:

- (i) Commercial Bid (Consisting of documents fulfilling eligibility criteria & Commercial Conditions). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.
- (ii) Financial Bid (To be filled up the as per attached Proforma, Signed, Stamped, and Scanned to pdf mode & attach under PRICE BID).

DO NOT'S

Bidders are requested **NOT** to submit the hard copy of the Financial/Price bid. In case the Financial/Price bid is submitted in physical form (hard copy), the tender shall be straightaway rejected. Also, uploading of the financial/price bid in commercial bid will **RESULT IN REJECTION** of the tender.

A) Commercial Bid (Un priced Tender)

All Commercial details {e.g. Eligibility Criteria (as mentioned in SECTION-2), Detailed Scope of Work and Terms & Conditions} should be attached in C-Folder of e-tendering module in pdf form, failing which the tender stands invalid & REJECTED.

B) Financial Bid:

1. Prices are to be quoted in the attached Price Bid format online on e-tender portal in pdf format & apply digital signature certificate. **While uploading the price, the tenderer has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.**

2. The prices should be quoted for the accounting unit indicated in the e-tender document.

The bidder shall not submit hard copy of financial/price bid otherwise his/her tender shall be straightaway rejected. Also, uploading the financial/price bid in prequalification bid or commercial bid will result in rejection of the tender.

Note:

It is the responsibility of tenderer to go through the Tender Enquiry Document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by HLL.

8. In case of any queries, all prospective tenderers may either attend the pre-bid meeting or send their queries, if any on the email id: legal@lifecarehll.com, within the scheduled time and date mentioned above clause no. 6 (b) above. Any query received after the scheduled time may not consider. The reply to the query will be posted in the website - www.lifecarehll.com only.
9. In the event of any of the above mentioned dates being declared as a holiday in the organisation, the next working day will be considered as per prescribed venue & time.
10. The quotation (Tender Fee & EMD) should be super scribed "Tender for Appointment of Asset Identification Agent(s) / Detective Agents (AIA)". There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. HLL reserves the right to accept or reject all/or any of the tenders in full or part without assigning any reason thereof.
11. Amendments, if any, to the tender will be published only in the website www.lifecarehll.com.
12. **SPECIFIC Instructions for e-Tender Participation:-**
 - i. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
 - ii. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.

- iii. The prospective bidders have to register with the E-procurement system of HLL at <https://etenders.gov.in/e procure/app>. On completion of the registration process, the bidders will be provided user ID and password within 7 working days. In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
- iv. Bidders are requested to register for issuance of User ID and Password well in advance in order to avoid last minute rush. The process normally takes 03 days' time.
- v. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
- vi. **The tenderers shall submit tender fee and EMD in physical form at the scheduled time and venue.**
- vii. Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or [www.etenders.gov.in/e procure/app](https://etenders.gov.in/e procure/app).
- viii. The submission of online bids can only be done through <https://etenders.gov.in/e procure/app>.
- ix. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/e procure/app>
- x. Tenderers shall ensure that their tenders, complete in all respects, are to be submitted **online through e-procurement portal of HLL ONLY (as described above). No DEVIATION is acceptable.**
- xi. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

Company Secretary
HLL Lifecare Ltd.
(A Government of India Enterprise.)
HLL Bhavan - Corporate Head Office,
Poojappura - PO | Thiruvananthapuram - 695012,
Kerala, India

SECTION-1

**DETAILED SCOPE OF WORK
AND
TERMS & CONDITIONS**

The following terms and conditions will be applicable:-

1. That the Agent shall act as Asset Identification Agent (AIA) for the assignments handed over by HLL.
2. The Agent shall identify the Asset of the person / institution/ company / Nominees or legal heir of the Deceased person, as the case demands and submit a detail report with notarized attested copies collected in support.
3. The Agent shall be fully responsible for jobs assigned to them at their own risk and cost only. HLL will be liable for any HLL shall not be liable for any incident, loss or expenses occurred during the enquiry by the agent.
4. The tenderer should have statutory compliance to act for the above work and should have a valid license to work as Debt recovery agent.
5. The agent should not communicate on behalf of HLL by writing / electronic mode / any type of communication to any third party. In case any legal or other issues arise due to the act of agent even after the contract period, the agent shall be solely responsible and the expenses occurred shall be paid by the agent itself.
6. The Agent shall maintain proper records and submit a weekly status to HLL.
7. The quotation/offer should be valid for a period of 90 days from the date of opening of tender. Non-compliance shall be liable for rejection of tender/offer.
8. Schedule wise Earnest Money Deposit (EMD) in the form of Demand Draft in favor of HLL Lifecare Ltd, payable at Thiruvananthapuram is required to be submitted along with quotation. Tenders without EMD will be summarily rejected. EMD of unsuccessful tenderer will be returned, without any interest, immediately after finalization of the Tender. Successful bidder's EMD will be retained until receipt of Performance Guarantee (PG).

Earnest Money is required to protect HLL against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of HLL. Successful tenderer's earnest money will be forfeited without prejudice to other rights of HLL if it fails to furnish the required performance security / Guarantee within the specified period.

9. This Tender is a two-bid system i.e. Commercial Bid and Financial/PriceBid. The interested parties meeting Eligibility criteria may upload their offers /commercial & price quotations online as explained under **Instructions for submission of e-tenders** below.

a) Commercial Bid(Unpriced tender): -It should have all the documents for meeting Eligibility Criteria and other commercial conditions without price quotations.

Documents to be enclosed in the Commercial Bid are mentioned below-

- i) Scanned copy of DD towards Tender Processing fee of Rs.1,180/- with applicable government rules, if any.
 - ii) Scanned copy of DD towards EMD, with applicable government rules/exemptions, if any. A valid document in this regard should be attached for supporting the claim.
 - iii) Power of Attorney issued by the competent authority in favour of person who is Digitally Signing/Uploadingthe tender/bid document.
 - iv) Performance Statement as per point no. 2 & 3 of Eligibility Criteria & as per the format given therein.
 - v) Valid Registration Certificate and other statutory permits / documents to act as Asset Identification Agent of Tenderer as per point no. 4 & 6 of the Eligibility Criteria. The applicable registration certificate shall be valid throughout the contract.
 - vi) Copy of Income Tax Certificate and PAN No.
 - vii) Copy of GSTIN Registration.
 - viii) Non conviction /no pending conviction certification issued for preceding three years from the date of issue of this tender.
 - ix) Declaration that tenderer does not have any relation with the personauthorized to evaluate commercially or involve in finalizing the tender.
 - x) Undertaking to be submitted that the tenderer do not stand blacklisted / banned/de-registered/debarred by any of the Government authorities.
 - xi) Undertaking to be submitted that the tenderer shall abide by all the terms & conditions of the Tender.
 - xii) The tenderer shall give a declaration as under:
“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”
- b) The validity of the offer/tender should be 90 days from the date of the opening of the tender. Any tender having lesser validity shall be liable for rejection. A declaration in this regard should be submitted along with eligibility tender.
- c) Financial Bid:- Price Quotations/Price Bid** shall be submitted for schedule wise without any additional condition and are to be submitted in the recommended format only, failing which the tender will be liable for rejection.
- d) Price Quotations/Price Bids will be opened only when the tenderer fulfils the eligibility and commercial conditions.

- e) The tender currency should be only in Indian rupees.
10. HLL reserves the right to enter into similar agreements simultaneously or afterwards with any other Agent(s), as it may deem fit at any time during the period the agreement is in force. The Agent on panel will not be entitled to make any representation/suggestion/complaint on this account.
 11. The Agent shall be responsible for any delay on their part and in case of delay due to the negligence by agent, any loss occurred shall be borne by the agent only.
 12. As part of its tender, the tenderer shall furnish relevant details and documents establishing its eligibility to quote & its qualification to perform the contract if its tender is accepted, as per the eligibility criteria given in this tender.
 13. The Agent shall furnish a Performance Guarantee (PG) (in the form of DD or Bank Guarantee) of 10% of their quoted price in favor of the HLL Lifecare Ltd, Thiruvananthapuram for the due performance of the agreement within 15 days of issue of Letter of Award failing which the EMD will be forfeited. The PBG shall initially be valid for 12 months from the date of Letter of Award. An agreement will be executed with the successful tenderer after obtaining the PBG. The PBG will be forfeited for failure of the successful bidder to perform the contract, failed to submit the report with supporting documents as mentioned in order within 6 months of appointment or if it found that the agent had submitted the forged documents. The Performance Guarantee will be released upon acceptance of document by the court.
 14. On receipt and acceptance of Letter of Award (LOA), the Agent shall prepare and sign Agreement and other necessary documents between agent and the HLL within 7 days from the date of issue of LOA.
 15. The contract shall be valid for 6 months from the date of LoA, which may be extendable for further period upto three months on the same terms & conditions at the sole discretion of HLL.
 16. If at any point of time it is detected that the over payment has been made to the Agent the same will be recovered from the subsequent bill/ performance security deposited by the Agent.
 17. HLL reserves a right to accept or reject all or any number of quotation(s) without assigning any reason therefore.
 18. The contract can be terminated any time during the currency of the contract by HLL if the work is not found satisfactory. The decision of HLL in this regard will be final & binding.
 19. The Agent shall submit an indemnity bond in favour of HLL within 15 days of issue of Letter of Award. Indemnifying that HLL held responsible for any act / work done by the agent.
 20. The evaluation shall be done schedule wise and the award shall also be done for the lowest bidder in schedule wise only.
 21. The States mentioned in schedule is the office address located where the decree passed by

- the court. However, enquiry shall be conducted on all India basis by the agent.
22. If dispute or difference what so ever arising under the contract or in connection therewith including any question relating to existence, meaning and interpretation of the contract or alleged breach thereof if any arise between the Agent & HLL, the parties shall make every effort to resolve the same amicably by mutual consultations.
23. Subject to clause 22 above, the Jurisdiction in all dispute suits shall be in courts at Thiruvananthapuram
24. Checklist duly filled up with reference page no. at respective columns.

Instructions for submission of e-tenders

- (i) All the necessary documents as prescribed in the TED shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of tender/bid.
- (ii) Except Tender Fee and EMD, all document(s)/ information(s) including the Financial/Price Bid (i.e. FORMAT FOR SUBMISSION OF FINANCIAL/PRICE BID) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster. The bidder should however ensure the clarity and legibility of the text.
- (iv) The Individual file size of uploading is restricted to 3 MB. Bidders may upload multiple files (Not exceeding 3 MB individually) & relevant file name indicating the contents.
- (v) The file name of financial/price bid should match the file name of the financial/price bid format uploaded by the purchaser in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the event is in **Display Mode**.

SECTION-2**ELIGIBILITY CRITERIA**
FOR ASSET IDENTIFICATION AGENTS

1. The tenderer must enclose schedule wise Earnest Money Deposit (EMD) by way Demand Draft in favour of **HLL Lifecare Limited**, Payable at Thiruvananthapuram failing which the tender will not be considered. No interest shall be allowed on EMD deposited by the tenderer. The EMD of the unsuccessful tenderer will be refunded without any interest after finalization of the tender but not later than 30 days from the finalization of the tender.
2. The tenderer must possess minimum three completed financial years of experience prior to the date of tender opening as Debt recovery Agent / Asset Identification Agent / Private Detective Agencies in any Govt. Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings/ State Govt./Central Govt. or Local Bodies/Municipalities / Public Sector banks and in support of the same a performance statement in the following format must be submitted along with the ***certified copies of the agreement / work orders*** executed :

Sl. No.	Work Order No.	Work Order date	Name & Address of the Client	value of the work order	Status – whether work completed satisfactorily	Remarks, if any

3. The tenderer shall attach certificates of ***satisfactory performance issued by at least 3 clients*** out of those mentioned in the performance statement justifying their experience as per Point No. 2 in eligibility criteria. Contract during period (April 2015 – March 2020) issued by any of the above mentioned Govt. Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings/ State Govt./Central Govt. or Local Bodies/Municipalities / Public Sector banks in their letter head indicating ***satisfactory performance remarks / work completed*** and ***period of services*** must be enclosed with the commercial bid.
4. The bidder should be registered as debt recovery agent or detective agency and should have valid license in their own name.

5. The bidder shall furnish following certificate/document as applicable, otherwise bid shall be summarily rejected:
 - a) A declaration by the proprietor of the firm, in case, the firm is proprietary firms.
 - b) A copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm.
 - c) A copy of Certificate of Incorporation, Memorandum of Association and Articles of Association in case of Private Ltd. / Ltd. firm.
6. The tenderer shall submit the copy of permits issued by statutory authorities in their favor. If not submitted, tender/bid is liable to be rejected.
7. Copy of Income Tax Certificate/ and PAN No. is to be submitted.
8. Copy of GSTIN registration certificate is to be submitted.
9. Declaration for non-conviction /no pending conviction for preceding three years.
10. Declaration that tenderer does not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.
11. The tenderer shall give a declaration as under:

“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”
12. Declaration that the tenderer do not stand blacklisted/banned /de-registered/de-barred by any of the Government authorities.
13. Undertaking to be submitted that the tenderer shall abide by all the terms & conditions of the Tender.
14. All the pages of the tender should be duly numbered (e.g.: as 1 of 30 similar format) & signed by the tenderer on every page.
15. Tenderer, who are not meeting above eligibility criteria/who have not submitted the above mentioned documents shall be treated as non-responsive and their bid will be rejected.
16. The bidder has to submit the Financial Statement for last 3 financial years duly certified by a CA for similar business.

SECTION-3**PRICE - BID**

ASSET IDENTIFICATION AGENTS.

Scope of work:

Should act as Asset Identification Agent (AIA) for the cases handed over by HLL.

Should identify the Asset of the person / institution/ company / Nominees or legal heir of the Deceased person, as the case demands and submit a detail report with notarized attested copies collected in support.

The tenderers may give their quotes only in the format given below:-

Schedule No.	e-Tender Ref. No (Event No.)	Item/Service Name	Charges/ Fees in Rs. value inclusive of all activities/expenses till report submission (in words & Numerals)
1	2020_HLL_48043_1	Asset Identification Agent(s) - Bangalore-Case -01	
2	2020_HLL_48043_2	Asset Identification Agent(s) - Bangalore-Case -02	
3	2020_HLL_48043_3	Asset Identification Agent(s) - Andrapradesh-Case -01	
4	2020_HLL_48043_4	Asset Identification Agent(s) - Orissa-Case -01	

The above quote should include all the expenses whatsoever nature including statutory charges other than GST.

GST will be paid separately.

No other conditions or charges shall be mentioned in the price bid. Any conditional price bid will be summarily rejected.

Important:

- I. The Agent shall be fully responsible for jobs assigned to them at their own risk and cost only. HLL shall not be liable for any incident, loss or expenses occurred due to any action by the agent.
- II. No other charges will be admissible unless specifically mentioned in the tender document.

- III. The fees as per the Order shall be released upon submission of detailed report mentioning the asset details & its market value with notarized attested copies of documents in support and a self declaration that the documents submitted are collected by the agent and it is not a forged document. (i) In case the value declared in the report after identification is 100% or more then 100% payment shall be released. (ii) In case the value is lesser than the amount to be recovered but more than 50% of the value, then 75% of the agreed amount will be paid. (iii) In case the value is 50% lesser than the amount to be recovered but more than 25% of the value, then 50% of the agreed amount will be paid. (iv) In case the value is 25% lesser than the amount to be recovered, then 25% of the agreement amount will be paid. However, detail documents required for release of payment will be mentioned in the Letter of Award.
- IV. The Price bid must be submitted strictly in the format prescribed in commercial Tender & duly filled up in all columns in the given format. If Price bids are submitted in any other format, then it will be summarily rejected.
- V. Tenders submitted physically or send through fax, cable or email will not be considered.

Date

Place

Signature, name & address of tenderer.

SECTION-4**CHECK LIST**

Name of the tenderer:

Sl. No.	Activity	Compliance (Yes/No)	Reference Page No.	Remarks, if any
1	Have you enclosed Tender Processing Fee of required amount of Rs. 1,,180/-?			
2	How many schedules are quoted? Specify			
3	Have you enclosed EMD of required amount against each schedules?			
4	Have you kept validity of your offer 90days from the Tender Opening date as per the Tender enquiry document?			
5	Declaration to be submitted that the tenderer do not stand blacklisted/ banned/de-registered/de-barred by any of the Government authorities			
6	Have you enclosed Power of Attorney/ Authorization in favour of person who is digitally signing/ uploading the tender/bid?			
7	Have you submitted an undertaking that the tenderer shall abide by all the terms & conditions of the tender?			
8	Have you furnished Copy of Income Tax Certificate and PAN No.?			
9	Have you furnished a copy of GSTIN Registration			
10	Whether all the pages of your tender submitted duly page numbered and signed by the tenderer?			
11	Have you enclosed the Performance Statement as per Eligibility Criteria & as per the format?			
12	Have you attached certificates of satisfactory performance issued by at least 5 clients out of those mentioned in the performance statement justifying their experience?			
13	Have you submitted Financial Statement for last 3 financial years duly certified by a CA for similar business as mentioned in the Eligibility criteria?			
14	Have you submitted a copy of documentary evidence of Statutory Permits of Tenderer as per the Eligibility Criteria			
15	Whether Price bid is submitted as per format			

	given?			
16	Declaration for non-conviction /no pending conviction for preceding three years.			
17	Declaration that tenderer does not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.			
18	list of clients to whom required services have been performed by the bidder during last five years			

Date:

Seal & signature of the Tenderer

PERFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Kerala stamp Act)

Ref:

Bank Guarantee

No.....

Date:

Company Secretary

HLL Lifecare Ltd.

(A Government of India Enterprise.)

HLL Bhavan - Corporate Head Office,

Poojappura - PO | Thiruvananthapuram - 695012,

Kerala, India

Dear Sirs,

In consideration of the HLL Lifecare Ltd., (herein after referred as 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/S..... with its Registered/ Head Office at (herein after referred to as the seller which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a contract by issue of Purchaser's consignee's Purchase Order No..... dated..... And the same having been unequivocally accepted by the seller result in a 'contract' valued at for..... (scope of work/contract) and the seller having agreed to provide a contract Performance Bank Guarantee of the faithful performance of the entire contract.

We, (Name and address of the Bank) having our Head Office at (herein after referred to as the 'Bank' which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay the purchaser, on demand any and all monies payable by the seller to the extent of as aforesaid at any time up to without any demur, reservation contest, recourse or protest and/or without any reference to the seller. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the seller or any dispute pending before any court tribunal, Arbitrator or any other authority. The Bank Under takes not to revoke this guarantee during its currency without previous consent of the purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of contract by the seller. The purchaser have the fullest liberty, without affecting this

guarantee to postpone from time to time the exercise of any powers vested in the them or of any right which they might have against the seller, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the purchaser and the seller or any other course of remedy or security available to the purchaser. The bank shall not be released of its obligations under these presents by any exercise by the purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force up to and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... on whose behalf this guarantee has been given.

The last date for lodgment of BG will be (1 year from the BG validity date) .

Dated this day of 20..... at

WITNESS

1.)

Signature.....	Signature.....
Name.....	Name.....
Official Address.....	Designation.....
	Bank's Common seal.....

2.) Signature.....	Attorney as per power of Attorney No...
Name.....	Date.....
Official Address.....	

NOTE:

The Stamp Paper for this contract Performance Guarantee should be purchased in the Name of the Issuing Bank.

PERFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE AGENT FOR THE EQUIPMENT HANDED OVER BY HLL LIFECARE LTD. FOR PERFORMANCE OF ITS CONTRACT.

(On non-judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of 20..... by a company Act 1956/Partnership firm/proprietary concern having its Registered office at

(hereinafter called as 'Agent' which expression shall include its successors and permitted assigns) in favour of HLL Lifecare Ltd., a company incorporated under the Companies Act, 1956, having its registered office at Thiruvananthapuram (hereinafter called HLL which expression shall include its successors and assigns):

WHEREAS HLL has awarded to the Agent a contract for Asset Identification Agent vide its Letter of Award No:..... dated and Amendment if any issued, (hereinafter called the "contract"), in terms of which the Agent will be responsible for Identifying the assets.

And WHEREAS by the virtue of clause in the Letter of Award of the said contract, the Agent is required to execute an Indemnity Bond in favour of HLL for the purpose of performance of the contract (hereinafter called the "Asset Identification Agent")

NOW THEREFORE, This indemnity Bond witnesseth as follows;

1. That the Agent is obliged and shall remain absolutely responsible for the work assigned with all risks whatsoever till acceptance of submitted document by court. The Agent undertakes to keep HLL harmless against any loss or damage that may be caused due any event during / subsequent to the activities of the agent .
2. It is clearly understood by the Agent that non- observance of the obligations under this Indemnity Bond by the Agent shall inter-alia constitute a criminal breach of trust on the part of the Agent for all intents and purpose including legal/penal consequences.
3. That this Indemnity Bond is irrevocable. If it at anytime any loss or damage occurs or any part thereof is misutilised in any manner whatsoever, then the Agent hereby agrees that the decision of the HLL as to assessment of loss or

damage shall be final and binding on the Agent. The Agent binds itself and undertakes to replace the lost and/or damaged at his own cost and/or shall pay the amount of loss to HLL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to HLL against the Agent under the contract and under this Indemnity Bond.

4. NOW THE CONDITION of this Bond is that if the Agent shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of HLL, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Agent has hereunto set its hand through its authorized representative under the common seal of the company, the day, month and year first above mentioned.

For and on behalf of
M/s.....
Signature.....
Name.....
Designation.....
Authorized Representative.
(Common Seal)
(In Case of Company)

WITNESS

1. 1. Signature.....
2. Name.....
3.Address.....

2. 1. Signature.....
2. Name.....
3.Address.....

.....

* Indemnity Bonds are to be executed by the authorized person.