

**HLL Biotech Limited
(A Government of India Enterprise)
(A Subsidiary of HLL Lifecare Limited)
Corporate identity number of HBL: U24290KL2012GOI030732 dtd 12.3.12**

BID REF No: HBL/IVC/LTE/HYB-UVC/17-18 dated 28.12.2017

**LIMITED TENDER FOR SUPPLY AND INSTALLATION OF HYBRIDIZATION
OVEN & UV CROSS LINKER AT INTEGRATED VACCINE COMPLEX (IVC),
CHENGALPATTU**

INTRODUCTION OF THE COMPANY

HLL Biotech Limited (HBL) was incorporated as a subsidiary of HLL Lifecare Ltd, a Government of India Enterprise under the Ministry of Health and Family Welfare, Government of India. HBL is conceived to take the lead role in providing products, services and assistance in achieving our country's goals in immunization and eradication of deadly diseases.

HBL is setting up an Integrated Vaccine Complex (IVC) at Chengalpattu, an emerging industrial hub in the southern tip of Tamilnadu state. Project outlay for IVC is Rs 6.00 Billion and 75% of the products & services will be designed to meet the targets of the Universal Immunization Policy (UIP) of the country.

This project has been declared as a “**Project of National Importance**” by the Government of India.

SCOPE OF WORK

The scope of the tender is **the Supply & Installation of Hybridization Oven and UV Cross Linker at IVC Chengalpattu as per the Schedule of Requirements in the Tender Document.**

The supply has to be done at **Integrated Vaccines Complex, SF No 192 & 195, Thirumani Village, Chengalpattu– 603 003, Tamilnadu, India**

DETAILS REGARDING IMPORTANT DATES ARE AS FOLLOWS:

S No	Description	Schedule
i.	Pre Bid Meeting Date & Time	05-01-2017 at 11:00 HRS
ii.	Pre Bid Meeting Venue	HLL BIOTECH LIMITED, INTEGRATED VACCINES COMPLEX, SF NO 192 & 195, THIRUMANI VILLAGE,CHENGALPATTU- 603003, TAMILNADU
iii.	Closing date & time for receipt of Tender	18-01-2018, 15:00 Hrs
iv.	Time and date of opening of Technical Bids	18-01-2018, 15.30 Hrs
v.	Venue of Opening of Techno Commercial Bids	HLL BIOTECH LIMITED, INTEGRATED VACCINES COMPLEX, SF NO 192 & 195, THIRUMANI VILLAGE,CHENGALPATTU- 603003, TAMILNADU

Note: This tender is evaluated schedule wise. The bidder has to quote for 1 schedule or any of the schedule. The bidders has to quote for all the items in the schedule for which the bidder is participating. If the bidder does not submit the bid for all items in a schedule the bid is liable for rejection. The EMD amount has to be submitted as per schedule wise.

1. Instruction to Bidders

1.1 The bid is invited for the **Supply and Installation of of Hybridization Oven and UV Cross Linker at IVC Chengalpattu of Hybridization Oven and UV Cross Linker at IVC Chengalpattu as per the Schedule of Requirements in the Tender Document**. All bidders who qualify the eligibility conditions as detailed in the bid document are eligible to participate except in the case of firms who are blacklisted / barred by competent agencies or HBL in participation and award of such contracts.

1.2 The Tender seeks quotation following Two Tender System, in two parts. First part will be known as '**Technical Bid**', and the second part known as '**Price Bid**'. Tenderer shall seal 'Technical Bid' and 'Price Bid' separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed.

1.3 **Non-Refundable Tender Fee of Rs. 1050/- (inclusive of GST) and EMD amount as per schedule wise shall be submitted along with the technical bid.**

1.4 Due date of submission of the bid will be on **18.01.2018 upto 15:00 Hrs.** The technical bid will be opened on the same day at **15:30 hrs.** The financial bid of only those bidders who are qualifying the minimum eligibility criteria & technical specification will be opened. The date & time of financial bid opening shall be intimated separately to the technically qualified parties.

1.5 Bids shall be valid for 120 days from the date of technical bid opening.

1.6 The bids should contain complete technical specification of the

2. Mode of submission of Bids

2.1 EMD Amount shall be submitted as per schedule wise and the details are given below:

- **Schedule I (Hybridization Oven) – Rs. 10,000/-**
- **Schedule II (UV Cross Linker) –Rs. 7,000/-**

a) The earnest money deposit (EMD) shall be furnished in one of the following forms:

Account Payee Demand Draft or Bank Guarantee

- b) The demand draft shall be drawn on any commercial bank in India in favour of the **“HLL Biotech Limited” payable at Chennai.** If the EMD is in the form of bank guarantee, the same is to be provided from any scheduled commercial bank in India or in the case of foreign tenderer, the same should be routed through a Nationalized Indian Bank as per the format specified under **Annexure-VII** of this tender.
- c) The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.

DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID
& DULY SEAL AND SIGNED

- a. **Annexure : I** (Schedule of Requirements)
- b. **Annexure : II** (Bid Data sheet)
- c. **Annexure: III** (Past experience, including Performance Certificate from clients).
All other supporting documents (mentioned in clause 3) and certificates substantiating the bidder's eligibility shall be attached.
- d. **Annexure: IV** (Bid form)
- e. **Annexure : V** (Manufacturer Authorization Form)
- f. **Annexure : VII** (Bank Guarantee Form for EMD)

DOCUMENTS TO BE SUBMITTED ALONG WITH THE PRICE BID
& DULY SEAL AND SIGNED

- a. **Annexure : VIII** (PRICE BID)
- b. Copy of the Bid Form

3. Minimum Eligibility Criteria

1. Bidders shall be a manufacturer or an authorized dealer/agent of items mentioned in Schedule I & Schedule II. Manufacturer's Authorization Certificate to be attached if the bidder is a dealer/agent.
2. The bidder must have proven and demonstrable experience in supply of same or similar of the tendered items in the last five financial years.
3. The bidder should have successfully supplied similar items during the last five years to similar industries like pharma / biotechnology or any Institutions (Copy of Purchase orders (PO) to be uploaded as detailed below).
4. Net worth of the company shall be positive during the last three financial years. The balance sheet , profit and loss account for last three financial years (**FY 2014-15, FY 2015-16, 2016-17**) certified by a Chartered Accountant shall be submitted.
5. Average Annual Turnover of the Company must be minimum of **Rs. 2.5 Lakhs (for schedule-1) & Rs. 1,75,000/- (for schedule-2)** for the last three financial years (**FY 2014-15, FY 2015-16 & FY 2016-17**) certified by a Chartered Accountant shall be submitted.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are manufactured, produced or processed or from where the services are arranged.

5. Bid Evaluation

Bid determined to be substantially responsive will be checked by HBL for any arithmetic errors and the same will be corrected as follows:

- a. Where there is a discrepancy between the rates in figures and in words, the rates in words will prevail.
- b. Where there is a discrepancy between the unit price and the total price resulting from the multiplying the unit price by the quantity, the unit price as quoted shall prevail.
- c. The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

6. Tender Price & Documents

For domestic goods or goods of foreign origin located within India, the price of the goods should be quoted on **FOR IVC Chengalpattu basis** with the detailed breakup of the price along with applicable tax of GST

- b) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.

FOR IVC Chengalpattu price will be considered for comparison and evaluation.

Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee, to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

The usual documents involved and the drill to be followed in general for this purpose are as follows.

Within 24 hours of despatch, the supplier shall notify the purchaser/consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to be submitted as per the instruction of purchaser:

- I. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.

- II. Two copies of packing list identifying contents of each package.
- III. Inspection certificate issued by the nominated Inspection agency, if any.
- IV. Certificate of origin.
- V. Insurance Certificate
- VI. Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

7. Exemptions/Forms

HBL will not be giving any duty exemption.

8. Rejection of bids

Notwithstanding the above conditions, HBL reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for HBL's action.

9. Notification of Award

- 9.1 Prior to the expiry of the period of offer validity prescribed by HBL, HBL will notify the successful Bidder by Tele-fax or e-mail, to be confirmed in writing by registered post/ by courier, that his offer has been accepted. The purchase order will be issued to the successful bidder. No correspondence will be entertained by HBL from the unsuccessful Bidders.
- 9.2 Upon selection of the successful bidder (technically qualified L1 party) HBL will promptly notify the same to successful Bidder through a Purchase Order.
- 9.3 EMD's of unsuccessful bidders will be returned only after finalizing the L1 Party and EMD's of technically non-responsive bidders will be returned after financial bid opening.

TERMS AND CONDITIONS

1. DEFINITION:

1.1 For the purpose of this contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

- i. "HBL" means HLL Biotech Limited, which expression shall unless excluded by or repugnant to the context include HBL's representative.
- ii. "Contractor/ Bidder" Means successful lowest bidder.
- iii. "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- iv. "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- v. "Consignee" means the organization/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

2. PAYMENT SCHEDULE:

Payment shall be made within 15 days from the date of submission of invoice as specified in the contract in the following manner:

SI	Stage	%
1	On successful Supply of material at site	80% of the order value
2	On successful Installation of material at Site and Final Acceptance by HBL's Representative	20% of the order value

The quoted price should be also inclusive of Customs Charges, Taxes, Freight, Packaging Charges, Insurance, documents & FOR delivery at consignee site and is firm and fixed till completion of the work.

3. TAXES AND OTHER LEVIES

The quoted price shall be inclusive of applicable GST.

4. PERFORMANCE SECURITY

- 4.1 The successful bidder has to furnish performance guarantee from nationalized / scheduled bank in the form of a bank guarantee (**as per Annexure-VI**) in the name of HLL Biotech Limited on receipt of the purchase order. The performance bank guarantee should be valid for a period of minimum 15 months for **5%** of total contract value has to be submitted within 10 days from the date of Purchase Order. The EMD Paid shall be returned after receipt of Performance Bank Guarantee.
- 4.2 Failure of the successful Bidder to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and shall forfeit the EMD.
- 4.3 Forfeiture of Performance Security
In case, the Contractor/ Bidder fails to complete the work, HBL, without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Guarantee.
- 4.4 In case, the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall be borne by the Contractor/ Bidder. The Contractor/ Bidder forthwith, on demand from HBL, shall make good the deficit.

5. ADDITIONS/DELETIONS

- 5.1 HBL shall have the right to direct in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the Contractor/ Bidder shall comply with such directions.
- 5.2 The Contractor/ Bidder shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the Contractor/

Bidder except through and with proper approval of HBL.

6. TIME SCHEDULE

- 6.1. The day of commencement of project will be reckoned from the date of issue of Purchase order.
- 6.2 **The material shall be delivered and installed at site within 1 month from the date of issue of Purchase Order**
- 6.3 The Final Acceptance Certificate shall be issued on completion of the entire scope of work by the vendor.
- 6.3 The supply and installation shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay/default, of the Contractor/ Bidder to adhere to the agreed time schedule, HBL shall recover the liquidated damages from the Contractor/ Bidder at the rate of 0.5% (Zero point Five percent) of the total amount of fee per week of delay of any activity subject to a maximum of 5% (Five percent) of the total order value. However if there is a purposeful delay by the Contractor/ Bidder, HBL reserves all rights to terminate the contract and get the full work executed at his risk and cost.

7. EXTENSION OF TIME

- 7.1 To adhere to the above mentioned time schedule the Contractor/ Bidder shall provide on demand necessary documents, information and certificates/undertakings to HBL. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Contractor/ Bidder shall be considered for grant of extension of time. If the Contractor/ Bidder require extension of time, they shall intimate in writing to HBL within 3 days of the occurrence of such hindrance/delay, along with proper documents.
- 7.2 HBL after satisfying itself about the reasonableness of grounds may grant extension of time, if it is justified and communicated the same in writing. Whenever such extension of time is granted, it would be without prejudice to the rights of HBL for any penal action to the extent of the delay attributable to the Contractor/ Bidder. Any extension of time granted as stated above shall neither entitle the Contractor/ Bidder to any claim for increase in their fees nor shall it

release him from any of the obligations under the said agreement.

8. ABANDONMENT OF WORK

8.1 If the Contractor/ Bidder/ supplier abandons the work for any reason whatsoever or becomes incapacitated as aforesaid, HBL shall forfeit/en-cash the Performance Guarantee. HBL shall be at liberty to make full use of all or any of material supplied by the Contractor/ Bidder/ supplier. The Contractor/ Bidder/ supplier shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by HBL including the recovery of liquidated damages.

8.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor/ Bidder shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the work executed by him till the date of termination of agreement.

9. Warranty

9.1 The successful bidder should provide warranty for a period of **1 year** from the date of acceptance / handing over of the equipment.

10. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

10.1. When the Contractor/ Bidder have made himself liable for action under any of the clauses aforesaid, HBL shall have powers:

- a) To rescind the agreement.
- b) To engage another Contractor/ Bidder to carry out the balance work debiting the Contractor/ Bidder the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages.

11. GENERAL

11.1 The Contractor/ Bidder shall be fully responsible for the technical soundness of the material and also ensure that the material is supplied as per the

specifications.

- 11.2 The Contractor/ Bidder hereby agrees that the charges to be paid as provided herein (clause 3) will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HBL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- 11.3 The Contractor/ Bidder shall indemnify and keep indemnified HLL Biotech Ltd against any such claims and all costs and expenses paid by HBL in defending such claims to be borne by the Contractor/ Bidder.
- 11.4 The Contractor/ Bidder hereby agrees that HBL shall have the right to take out any of the activities, which in the opinion of HBL is not being performed by the Contractor/ Bidder with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the Contractor/ Bidder.

12. ARBITRATION

12.1 If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the parties shall seek to resolve such a dispute or difference by mutual consultation within a period of 30 days from the date on which the party raising the dispute, first communicated the same in writing to the other party. The existing directions, classifications, measurements, drawings and certificates of the Employer shall be final and binding upon the contractor during the progress of the works and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason.

In case the dispute is not settled by mutual consultation, then either party may refer the same to Arbitration by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint an arbitrator and the arbitrators so appointed shall appoint a third arbitrator who will act as presiding arbitrator.

The reference to arbitrator shall specify the matters which are in question, dispute or difference and only such dispute or differences of which the demand has been made be referred to arbitration. Notwithstanding the reference to arbitration, the contractor shall continue to duly perform his obligations under the contract.

The Award of the Arbitral Tribunal shall be final, conclusive and binding on the parties. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Chennai. The fees of the arbitrators shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties

12.2 The place of arbitration shall be at **Chennai**.

13. FALL CLAUSE

The prices charged for this particular service/supply under the Contract by the supplier/service provider shall in no event exceed the lowest price at which the supplier/service provider sells the service/supply of identical description to any person(s)/organization (s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed.

14. STATUTORY VARIATIONS

Any variation in statutory levies/taxes within the contractual delivery period shall be to HBL's account subject to production of documentary evidence and Govt. notifications by the Supplier & beyond contractual delivery period, upward variation shall be to Supplier's account. Unit Prices quoted by the bidder shall be firm and valid, irrespective of any statutory variations in Taxes/levies. In case any taxes, duties are not clearly specified in price bid then it will be presumed that no such tax/levy is applicable or payable. Blank field in Price Bid shall be treated as 'Inclusive' in the quoted price.

ANNEXURE- I

SCHEDULE OF REQUIREMENTS

Schedule No	Item Description	Qty (in Nos)	Technical Specification
1	Hybridization Oven	1	Chamber Temp: Ambient +5 to 80 degree Celsius ACCURACY/ UNIFORMITY: +/- 0.1 DEGREE CELSIUS TO +/- 0.5 DEGREE CELSIUS ROTTISSERIE SPEED : 3-30 RPM ROCKER SPEED : 5-50 ROCKS/MIN SHAKER SPEED : 10-300 RPM MAX LOAD : 4 KG SHAKER TIME : CONTINUOUS RUN 0 TO 120 MINS POWER : 220v 50/60 Hz ACCESSORY : HYBRIDISATION BOTTLES
2	UV Cross Linker	1	CHAMBER WIDTH (inch): 8-12 (approx.) HEIGHT(INCH) : 4-12 (APPROX.) DEPTH (INCH) : 12 (APPROX.) WAVELENGTH RANGE : 254 NM – 365 NM POWER : 230 VAC

Note: This tender is evaluated schedule wise. The bidder has to quote for 1 schedule or any of the schedule. The bidders has to quote for all the items in the schedule for which the bidder is participating. If the bidder does not submit the bid for all items in a schedule the bid is liable for rejection. The EMD amount has to be submitted as per schedule wise.

ANNEXURE-II
BID DATA SHEET

S.no	Description	Details
1	Bid reference number	HBL/IVC/LTE/HYB-UVC/17-18 dated 28.12.2017
2	Due date for submission	18-JAN-2018 @ 15:00 HRS
3	Name & Address of bidder	
5	Year of establishment	
6	Type of the firm	Public Ltd/Pvt Ltd./Partnership/Regd firm
8	Name & Address of Directors/Partners	1. 2.
7	PAN Number	
8	Contact Phone-Office	
9	Cell	
10	Email	
11	Copy of MOA/partnership deed/Registration	Attached/Not Attached
12	Copy of PAN of Directors/Partners	Attached/Not Attached
13	Latest IT return statement	Attached/Not Attached
14	Past three years P&L, Balance Sheet	Attached/Not Attached
15	All pages of bid document duly sealed and signed by the authorized person	Attached/Not Attached
16	Power of Attorney/Authorization to sign the bid	Attached/not Attached
17	Manufacturer's authorization letter	Attached/not Attached
18	EMD (as per TED)	Attached/Not Attached

ANNEXURE- III

Details of Projects for which the equipment was supplied in the last five years

Sl. No.	Name and location of the Project	Name and address of the Client	Project Details		Completion Date
			Details of the items supplied	Project Value Rs Lakhs	
1					
2					
3					
4					
5					
6					

Note: Satisfactory completion certificates/Final Acceptance certificate from the clients to be attached.

ANNEXURE- IV

BID REF No: HBL/IVC/LTE/HYB-UVC/17-18 dated 28.12.2017

BID FORM

Item: Supply of _____.

Having examined the bidding documents, including amendments of which is hereby acknowledged, we, the undersigned, offer to execute the contract including the supply and delivery of the goods (**FOR IVC Chengalpattu**) in full conformity with the said bidding documents for the sum of:

In Fig:

IN WORDS

(Hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to execute the contract in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated:

Signed by:
In the capacity of

**ANNEXURE- V
MANUFACTURER'S AUTHORISATION FORM**

To

HLL Biotech Limited
Integrated Vaccine Complex,
Survey No: 192-195,
Thirumani Village,
Thirukalukundram Taluk,
Kanchipuram District - 603003

Dear Sirs,

Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note:

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

ANNEXURE- VI

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

HLL Biotech Ltd.,
Integrated Vaccine Complex,
Survey No: 192-195,
Thirumani Village,
Thirukalukundram Taluk,
Kanchipuram District - 603003

1. In consideration of HLL Biotech Limited (hereinafter called "HBL") having agreed under the terms and conditions of Order No..... dated..... made between (here in after called "the said contractor(s)") for the work (herein after called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We (indicate the name of the Bank) (herein after referred to as "as Bank) hereby undertake to pay to the HBL and amount not exceeding Rs..... (Rupees..... only) on demand by HBL.

2. We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from HBL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).

3. We undertake to pay to HBL any money so demanded notwithstanding any dispute or disputes raised by the contractor (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 made by us under this guarantee shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

4. We (Indicate the name of 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 HBL under or by virtue of the said agreement have been fully paid and its claims satisfied or

discharged or till Engineer-in-charge on behalf of HBL Certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We..... (Indicate the name of Bank) further agree with HBL that HBL shall have the fullest liberty without our consent and without affecting 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 of the powers exercisable by HBL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that part of the HBL or any indulgence by HBL to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of HBL in writing.

8. This guarantee shall be valid up to unless extended on demand by HBL. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the day of 2018

For
(Indicate the name of Bank)

ANNEXURE - VII
BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Tenderer") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "tender") against the purchaser's tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
or
 - b) fails or refuses to accept/execute the contract.
or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay 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 the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than _____ day of _____ 20____.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

SEAL, NAME & ADDRESS OF THE BANK AND ADDRESS OF THE BRANCH

ANNEXURE-VIII - PRICE SCHEDULE

1	2	3	4	5					6
				PRICE PER UNIT (Rs.)					
SCHEDULE	BRIEF DESCRIPTION OF GOODS	COUNTRY OF ORIGIN	QUANTITY (Nos.)	EX - FACTORY/ EX -WAREHOUSE /EX-SHOWROOM /OFF - THE SHELF (A)	APPLICABLE TAX (GST) (B)	PACKING AND FORWARDING CHARGES (C)	INCIDENTAL SERVICES (INCLUDING INSTALLATION & COMMISSIONING, SUPERVISION, DEMONSTRATION ,TRAINING, DOCUMENTATION AND QUALIFICATION) AT THE CONSIGNEE SITE (D)	UNIT PRICE (AT CONSIGNEE SITE) BASIS (E) =A+B+C+D	TOTAL PRICE (AT CONSIGNEE SITE) BASIS (Rs.) 4 X 5(E)
1									
2									

NB: Unit price shall be written in figures and words

Total Tender price in Rupees:

IN WORDS:

NOTE: -IF THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND TOTAL PRICE THE UNIT PRICE SHALL PREVAIL

NAME _____

BUSINESS ADDRESS _____

PLACE: _____

DATE: _____

SIGNATURE OF TENDERER _____

SEAL OF THE TENDERER _____