

e-TENDER ENQUIRY DOCUMENT

FOR APPOINTMENT/EMPANELMENT OF AGENT(S) FOR CUSTOM
CLEARING OF JE VACCINE AND DILUENTS

HLL/PCD/JEV-00/CHA/19-20



BY

HLL Lifecare Limited

(A Government of India enterprise)

Procurement & Consultancy Services Division

B-14A, Sector-62,

Noida-201 307

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NOTICE INVITING TENDERS (NIT)

HLL Lifecare Limited
(A Government of India Enterprise)
Procurement & Consultancy Services Division
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e-Tender Enquiry No.: HLL/PCD/JEV-00/CHA/19-20

06.05.2019

Appointment / Empanelment of Agent (s) for custom clearing and handling of Air consignments of JE Vaccine (Perishable) from custom authorities at Delhi.

1. HLL Lifecare Ltd. (HLL) is a Government of India Enterprises – a Mini Ratna Company, having its Corporate & Head Office at Thiruvananthapuram. Procurement & Consultancy Service Division of HLL has been ordered by Ministry of Health & Family Welfare, Govt. of India for supply of JE Vaccine. On behalf of the client and under their respective programmes HLL imports JE Vaccine which arrives at Delhi international air port in India where international cargos are handled. The weight of consignments may vary from 50 kg to 20,000 kg. Since these are very sensitive and temperature bound (2-8°C) items, these require utmost care during handling. The tenderer must have sufficient experience and infrastructure in handling of such kind of equipments, which will be judged from the documents submitted by the tenderer. The tenderer/agent will be responsible for any loss/damage caused by their any negligence/incompetence/in expertise/mishandling etc. and will be liable to make good the financial loss caused to HLL or its clients.
2. Accordingly, HLL invites e-tender from the Licensed/Recognized Custom House Agents for getting the consignment cleared of the JE Vaccine with Diluents from the Customs, ADC at IGI Airport and Airport Authorities of India and to load to the vehicle (Cold Chain) of consignee within 6 hours from the landing of the Aircraft at IGI Airport, New Delhi. A notarised copy of the Valid Registration Certificate issued by the Custom Department should be enclosed with the e-Tender Document along with PAN number of the tenderer.
3. This Tender is a two-bid system i.e. Technical Bid and Price Bid. The interested parties may send their sealed offers meeting eligibility criteria/ commercial & price quotations in two separate envelopes duly marked, placing the same in a single bigger envelop. Price Tenders/Quotations will be opened only when the firm /company fulfils the eligibility and commercial conditions.
5. Tenderers may download the tender enquiry document from the websites www.lifecarehll.com or www.hllhites.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal> and submit their bids online, along with the required non-refundable fee as mentioned below:

Other useful details in this tender are indicated below:-

Sl. No.	e- Tender Ref. No (Event No.)	Item/Service Name	EMD (Rs.)
1	3000003978	Appointment / Empanelment of Agent (s) for custom clearing and handling of Air consignments of JE Vaccine (Perishable) from custom authorities at Delhi	₹ 25,000/-

Sl.	Description	Schedule
a	Tender Processing Fee	Rs. 3,540/- (Inclusive of GST @18%)
b	Pre-bid meeting date & time	10-05-2019, 11:00 hrs IST,
d	i) Closing date & time for submission of online bids	27-05-2019, 15:00 hrs IST
	ii) Closing date & time for physical submission of original tender fee, EMD instruments in favour of "HLL Lifecare Limited" payable at New Delhi, within the specified date and time	27-05-2019, 15:00 hrs IST
e	Time and date of opening of bids	27-05-2019, 15:30 hrs IST
f	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 	Procurement & Consultancy Division, M/s HLL Lifecare Limited, B-14 A, Sector-62, Noida-201307

6. **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 Pro forma, 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/HITES.

7. All prospective tenderers may attend the Pre-Bid meeting. The venue, date and time are indicated in the **Para 5** above.
8. 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.
9. The quotation (Tender Fee & EMD) should be super scribed "Tender for Appointment of Total Logistic Agent(s)". There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. HLL/HITES reserves the right to accept or reject all/or any of the tenders in full or part without assigning any reason thereof.
10. Amendments, if any, to the tender will be published only in the website www.lifecarehll.com/www.hllhites.com .

11. 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://etender.lifecarehll.com/irj/portal>. 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.

- 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.hllhites.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>.
- viii. The submission of online bids can only be done through <https://etender.lifecarehll.com/irj/portal>.
- ix. All prospective tenderers may attend the Pre-Bid meeting. The venue, date and time indicated above.
- 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.

Head (P & CD)
HLL Lifecare Ltd.
Procurement and Consultancy Services Division
B-14A, Sector-62, Noida -201 307, UP

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

The following terms and conditions will be applicable:-

1. The Clearing Agent shall be required to perform all the duties which they are required to do under the Customs Act 1962 and amended, if any, and take such steps as necessary to ensure that the interest of HLL/it's CLIENT is protected on the clearing of its stores/goods.
2. The Agent shall be fully responsible for the finalization of BoEs from the time they are filed with the Customs Authorities. All the BoEs should be finalised within reasonable time. Any discrepancy for want of documents shall be promptly brought to the notice of the HLL by the Agent regarding the exact amount of Custom Duty considering all best possible waivers and exemption provisions in force in respect of the relevant Bill of Entry.
3. The Consignments shall be cleared from ADC, Customs, AAI and shall be handed over to consignee at the Gate of Import House at Delhi Airport within 6 (six) hours from the time of landing of aircraft at Delhi airport.
4. Whenever any short landing cargo is noticed, the Agent shall be required to file "Not found" or "Not traceable" notice with the airport authorities and obtain Not Traceable Certificate and lodge formal claim on airport authorities/ concerned airlines with necessary documents under intimation to HLL and will do all the necessary acts to protect the interest of HLL or its clients.
5. It is incumbent on the Agent to examine carefully all packages marked for customs examination of each consignment that arrived at the Airport with the respective invoices and measurement/packing list etc. If at the time of physical examination of the consignment any damage or loss of goods is noticed, the same shall be brought to the notice of HLL with required photographs/evidence immediately as well as arranging a surveyor for surveying the consignment for assessment. If at the time of physical examination of the consignment, any wrong marking is noticed, the same shall be brought to the notice of HLL with required photographs/evidence immediately.
6. Handling of the consignment strictly as per the instructions indicated on the packing of the consignment. Loading of the consignment on the vehicle should be commensurate to the nature of cargo.
7. The Agent shall utilize suitable handling equipment, engage sufficient labour & supervisory staff and fully responsible for the safe handling of consignment in the entire clearing, storage and forwarding operations and shall indemnify and absolve HLL/it's client of any consequences thereof by way of damage/loss of consignments, accident, damage to vehicle and handling equipment either own or hired by him, public properties as well as in injuries or otherwise to the personnel under his command or to the public. The Agent shall take all possible precautionary measure towards safety of all consignments.
8. The Agent shall maintain a close liaison with HLL and should provide 24 x 7 service. They shall collect documents from HLL/it's clients whenever called for and shall take steps for finalization of the BoE from time to time and shall see that these are filed with the Customs Authorities. BoEs should be finalized as early as possible and if held up for want of documents etc., for such events, Agent should promptly bring this to the notice of HLL.

9. Agent should Lodge of claims like customs duty refund/custom duty drawback/ appeal etc. well within the prescribed time limits so as to avoid rejection of claims at a later date by the customs, Airlines or other agencies. Effective follow up action till the claims are finally settled and amount received by HLL. The Agent shall also assist HLL in filing appeal and subsequent follow-up towards final settlement. Any delay / negligible shall be at agent cost and risk.
10. Tenderer shall quote for the complete scope of work otherwise their tender shall be liable for rejection.
11. An amount of Rs. 25,000/- (Rupees Twenty five thousand only) as Earnest Money Deposit (EMD) in the form of Banker's Cheque/Bank Draft in favour of HLL Lifecare Ltd, payable at New Delhi 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 Bank Guarantee (PBG).

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 (Performance Bank Guarantee) within the specified period.

12. 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 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 Tender Processing fee of Rs. 3,540/- with applicable government rules, if any.
 - ii) Scanned copy of EMD of Rs 25,000/- as per point no. 1 of Eligibility Criteria, 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/Uploading the tender/bid document.
 - iv) Performance Statement as per Eligibility Criteria & as per the format given therein.
 - v) Financial Statement issued by Chartered accountant for last 5 financial years as per Eligibility Criteria
 - vi) Valid CHA Registration Certificate (New Delhi) of Tenderer as per point no. 14 of the Eligibility Criteria. The CHA registration certificate shall be valid throughout the contract.
 - vii) Copy of Income Tax Certificate/ PAN No.
 - viii) Copy of GSTIN/SAC Registration.

- ix) Non conviction /no pending conviction certification issued for preceding three years.
 - x) Declaration that tenderer does not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.
 - xi) Undertaking to be submitted that the tenderer do not stand blacklisted / banned/ de-registered/ debarred by any of the Government authorities.
 - xii) Undertaking to be submitted that the tenderer shall abide by all the terms & conditions of the Tender.
 - xiii) 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.
- c) **Envelope-B:- Price Quotations/Price Tender** are to be submitted in the recommended format only, failing which the tender will be liable for rejection.
- d) Price Quotations/Price Tenders will be opened only when the tenderer fulfils the eligibility and commercial conditions.
- e) The tender currency should be only in Indian rupees.
13. HLL reserves the right to enter into similar agreements simultaneously or afterwards with any other Contractor(s)/Clearing 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.
14. Online payment of customs duty shall be paid by HLL upon intimation from the CHA. The penalty / interest if any occurred due to the delay in agent account shall be recovered from Agent bill at the time of payment processing.
15. The surveyor's actual and reasonable fees and expenses, if applicable incurred for carrying out the survey of imported consignments, as and when necessary, will be reimbursed to the Agent on submission of valid receipt with the prior approval letter from the HLL.
16. The original bills completed in all aspects should be submitted in triplicates by the Agent and shall be paid/reimbursed by HLL within 30 days of submission of clear bills in all aspects as per terms of Letter of Award (LOA). The bills submitted should include AAI Charges, Airline charges, agency charges, other statutory charges (if any) upto original delivery challan duly sealed /signed with date of delivery.
17. The Agent shall be responsible for any delay on their part where they do not file the BoEs with Customs or do not confirm any discrepancy to HLL. Filing of BoE and clearance of consignment shall be done within demurrage free period as stipulated from time to time by AAI. In case of delay beyond the free period and due to the negligence by agent, the demurrage charges for the delayed period shall be borne by the agent only.
18. Even in case of any dispute, the consignment shall be cleared by the Agent and handed over to HLL or its representatives pending the settlement thereof.

19. The Agent shall have to make good to HLL any loss incurred due to negligence or failure on his part to take prompt action in initialization of BoEs and clearance of consignments.
20. The agent shall ensure correct rate of duties as applicable from time to time after taking into account the best possible duty waiver notification etc. suitable for the imports/exports if any, as per customs tariff and obtain concurrence of HLL before payment of duty for each case. In case of wrong assessment, the responsibility of refund of such customs duty shall lie on the Agent.
21. Statutory charges and other Government levies will be reimbursed on actual against submission of original documents by the agent on prior approval.
22. The tenderer shall furnish as part of its tender 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 below.
23. The Agent shall furnish a Performance Bank Guarantee (PBG) for Rs. 2,00,000/- (Rupees Two Lakh only), which should be initially valid for 15 months from the date of LoA in favour of the HLL Lifecare Ltd, Noida for the due performance of the agreement within 15 days of issue of Letter of Award failing which the EMD will be forfeited.
24. The contract shall be valid for one year from the date of LOA, which may be extendable for further period upto one year on the same terms & conditions depending upon the performance of the Agent.
25. HLL reserves a right to accept or reject all or any number of quotation(s) without assigning any reason therefore.
26. HLL reserves the right to enter into similar agreements simultaneously or afterwards with any other Contractor(s)/ Clearing Agent(s), as it may deem fit at any time during the period the agreement is in force. The Contractor(s)/ Clearing Agent(s) will not be entitled to make any representation/suggestion/complaint on this account.
27. 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 .
28. a) 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.
b) If the parties fail to resolve their disputes of differences by such mutual consultation within 21 days of it's occurrence, the same shall be referred to the sole arbitration of the Chairman & Managing Director of HLL or to a person appointed by him for that purpose. The arbitration shall be conducted in accordance with the provision of the Arbitration and conciliation Law 1996 and the decision/judgment of arbitrator shall be final and binding on both the parties.
29. The Jurisdiction in all dispute suits shall be in courts at New Delhi.
30. Airline (Delivery order) Charges and AAI charges will be reimbursed on actual basis on

submission of original documents as the proof of payment.

31. Any variations in statutory charges during the currency of contract shall be payable based on the approval from HLL.

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**.

ELIGIBILITY CRITERIA

1. The tenderer must enclose a sum of Rs. 25,000/- (Rs. Twenty five thousand only) as Earnest Money Deposit (EMD) by way of Demand Draft in favour of **HLL Lifecare Limited**, Payable at New Delhi 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 within a reasonable period of time without any interest after finalization of the tender.
2. The tenderer as well as their collaborator must possess minimum five completed financial years of experience prior to the date of tender opening in the similar fields 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:

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

3. The tenderer shall attach notarized certificates of satisfactory performance issued by at least 5 clients out of the performance statement justifying their experience as per Sl. No. 2 above.
4. The average annual turnover of the tenderer from similar business must be at least Rs. 12 Lakhs annually in last 5 audited financial years ending with 2017-2018 or with an average of Rs. 60 Lakhs for last 5 audited financial years ending with 2017-2018 in similar business. A certificate from a Chartered Accountant must be attached specifying the turn over only related to customs clearance Agency charges, to verify the same.
5. Notarized copy of valid CHA Registration Certificate is required to be submitted.
6. The tenderer / firm shall not be on loss for the last 5 years.
7. Should not have the record of poor performance such as abandoning work, not properly completing the contract, termination, financial failures/ weaknesses etc. In any case if it is observed, it will be considered as a reason for rejection. HLL/ HITES have the full right to assess the performance of the work by the bidder and the decision shall be binding upon the bidder.
8. Copy of Income Tax Certificate/PAN No. is to be submitted.
9. Copy of GSTIN/SAC registration certificate is to be submitted.
10. Declaration for non-conviction /no pending conviction for preceding three years.
11. Declaration that tenderer does not have any relation with the person authorized to

evaluate commercially or involve in finalizing the tender.

12. 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."
13. Declaration that the tenderer do not stand blacklisted/banned /de-registered/de-barred by any of the Government authorities.
14. Undertaking to be submitted that the tenderer shall abide by all the terms & conditions of the Tender.
15. Tenderer not meeting above eligibility criteria shall be treated as non-responsive and will not be treated further.

COMMERCIAL/PRICE - TENDER

Consignments are being imported on CIP/CIF basis.

The tenderers should give their quotes under the heads as per details given below:-

Agency Fee - to be quoted as % of Bill of Entry Value (BoEV) in each slab as per Bill of Entry. (All the charges for custom clearing, handling, documentation, collection of documents from HLL/ Bank / or anywhere as directed by HLL, safe loading of consignments on GMSD Vehicle as per the guidance / requirement of HLL, GST , any other expenses if not specified, etc. must be included in the Agency charges.).

Sl No:	Net assessable Value Per Bill of Entry (Rs.)	Quoted Rate in % of BoEV (inclusive of GST	Mean BoEV (Rs.) per BoE	Weightage	Value for comparison of bids
		A	B	C	AXBXC
1	1 to 10,00,000		500000	3	
2	10,00,001 to 25,00,000		1750000	4	
3	25,00,001 to 50,00,000		3750000	5	
4	50,00,001 to 1,00,00,000		7500000	8	
5	1,00,00,001 to 2,00,00,000		15000000	30	
6	2,00,00,001 to 3,00,00,000		25000000	30	
7	3,00,00,001 to 4,00,00,000		35000000	10	
8	4,00,00,001 to 5,00,00,000		45000000	5	
9	5,00,00,001 & above		70000000	5	
Total					

Comparison / Ranking will be made and the work will be awarded to the lowest bidder. The procedure for ranking will be as follows:-

- (i) The quoted % rate of custom clearing charges (A) will be multiplied by the Mean **BoEV** (B) and weightage (C) in the respective slab to arrive at total slab offer.
- (ii) Total slab offers (1to9) shall be summed up for comparison and to arrive the lowest bidder.
- (iii) The above calculations are only for evaluation purpose.

Very Important NOTE:

- I. The Estimated Customs Assessable Value of the goods to be custom cleared is approximately Rs. 138 Crores but this is merely an indication and no commitment is being made at this stage. Therefore, no representation will be entertained if the actual BoEV is lower/higher.
- II. No other charges will be admissible unless specifically mentioned in the tender document.
- III. The Price Tender must be submitted strictly in the format prescribed in commercial Tender and if Price Tenders are submitted in any other format, then it will be summarily rejected.
- IV. Tenders send through any other mode other than specified shall be ignored.

Date & Place

Signature, name & address of tenderer

PERFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with U.P stamp Act)

Ref:

Bank Guarantee No.....

Date:

Head P&CD
HLL Lifecare Ltd.
B-14-A, Sector-62,
Gautam Budh Nagar,
Noida-201307.

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 Letter of Award 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.

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 VACCINE
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 and its office at Noida (hereinafter called HLL which expression shall include its successors and assigns):

WHEREAS HLL has awarded to the Agent a contract for custom clearing of Vaccine 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 Custom clearing of various Vaccine and therefore the Agent will be in possession of high value Vaccine from the point of custom clearing till the safe delivery to the various consignees.

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/Custom clearance portion of the contract (hereinafter called the "Vaccine")

NOW THEREFORE, This indemnity Bond witnesseth as follows;

1. That in respect of Vaccine valued as per the invoices received from the respective suppliers, which will come into the possession of the Agent for the purpose of performance of the contract, the Agent hereby undertakes to indemnify and shall keep HLL indemnified, for the full value of the Vaccine. The Agent shall hold such Vaccine in Trust as a Trustee for and on behalf of HLL.
2. That the Agent is obliged and shall remain absolutely responsible for due custom clearance and safe Transit/ protection and custody of the Vaccine against all risks whatsoever till the Vaccine are duly received at consignee end. The Agent undertakes to keep HLL harmless against any loss or damage that may be caused to the Vaccine.
3. 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.
4. That this Indemnity Bond is irrevocable. If it at any time any loss or damage occurs to the Vaccine 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 to the Vaccine shall be final and binding on the Agent. The Agent binds itself and undertakes to replace the lost and/or damaged Vaccine 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.

5. 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.....

WITNESS

- | | | |
|----|-------------------|----------------------------|
| 1. | 1. Signature..... | Signature..... |
| | 2. Name..... | Name..... |
| | 3. Address..... | Designation..... |
| | | Authorized Representative. |
| 2. | 1. Signature..... | |
| | 2. Name..... | (Common Seal) |
| | 3. Address..... | (In Case of Company) |
| | | |

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

** The Stamp Paper for this Indemnity bond should be purchased by the agent at his cost