

Tender Enquiry No.:HLL/PCD/IMPCL-14-LTE/15-16**Date: 30/10/2015****SHORT LIMITED TENDER ENQUIRY**

Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Indian Medicines and Pharmaceuticals Corporation Limited(IMPCL), Mohan, Uttarakhand, invites sealed tenders, from eligible and qualified tenderers for supply and installation of Furniture. Eligible bidders are requested to submit their best offer along with complete technical details in line with the commercial Terms & Conditions as detailed below read with Annexure I to VII.

❖ INSTRUCTIONS TO BIDDER (ITB)

- 1.0** All quotation/s and subsequent Correspondence should be sent to the address given below:
SVP(GB),
HLL Lifecare Ltd.
B-14A, Sector-62, Noida-201 307
Phone: 0120-4071500; Fax: 0120-4071513
pcd@ifecarehll.com

Note: Bidders not received any direct enquiry from HLL may also participate in this tender by downloading the Tender Enquiry from the website www.lifecarehll.com or www.eprocure.gov.in with prior intimation to the above address.

- 2.0** **Price quotations** shall be submitted in single bid (envelope) system only. Bidders are required to quote item-wise price for all the items specified in List of Requirements as Annexure-I along with refundable Earnest Money Deposited (EMD) specified therein, as per the Price Schedule at Annexure-III. However, the ranking shall be made on the total price of all required items together.

The envelope shall be superscribed with “**Tender No. & Date of Opening**” and “**Quotations for Supply and Installation of Name of item(s) offered to IMPCL, Mohan**”. The signed copy of **Tender Enquiry Document** and shall contain relevant documents mentioned herein.

Tender/s received in any other mode is liable to be summarily rejected.

- 3.0** **Tender should reach this office on or before 07.11.2015 upto 12.30 PM.** Bids shall be opened on the same day at 12.45PM, in presence of the representative of firm(s) who may choose to be present.
- 4.0** In the event of any of the above mentioned dates being declared as a holiday/closed day for the Tender inviting organization, the tenders will be received/opened on the next working day at the appointed time.
- 5.0** Late tender/telegraphic tenders & tenders over email shall not be considered and no claim, whatsoever will be accepted.
- 6.0** **Tender Validity:**
The Rates should be valid for acceptance of order at least for **45 days** from the date of opening of tender.
- 7.0** **Earnest Money Deposit (EMD)**
The tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements at Annexure-I. The earnest money shall be furnished in one of the following forms:

- i. Account Payee Demand Draft

- ii. Banker's cheque and
- iii. Bank Guarantee

The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified at **Annexure-VI**. in these documents. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. , ie. 90 days beyond the date of opening of tender.

Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

Earnest Money is required to protect the purchaser 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 the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

- 8.0** The tenderer should sign & stamp each page of this tender enquiry document as a token of having read & understood the terms & conditions contained herein.
- 9.0** The tenderer shall submit a declaration as per format given in **Annexure-V**
- 10.0**
- a. The Manufacturer or their Authorised agent can participate in this tender. In case the tender is submitted by an authorised agent of the principal company, an authorisation shall be given by the Manufacturer in favour of the tenderer.
 - b. The Tenderer should have supplied and installed in last three years from the date of Tender Opening, at least three similar items of furniture to WHO-GMP approved Institution/ Hospitals/ factories meeting major specification parameters to the entire satisfaction of the users. Documentary proof in support (duly signed and stamped) should be provided
 - c. The Tenderer must have executed (supplied and commissioned), under their company /firm's own name at least 3 (three) order for similar items to institutions, worth Rs 5lakhs each during last 3 year prior to date of tender opening. Documentary evidence(duly signed and stamped) must be enclosed.
 - d. Average Annual Turnover of the Firm/ company must be at least Rs 50 Lakh during the Last three financial years prior to date of the tender opening. Documentary evidence duly certified by CA must be enclosed
- 11.0** The bidder shall provide documentary evidence w.r.t their past major successful supplies/installations of same or similar supplies/works. The copies of latest/recent Supply orders for supply of Products along with end users certificate for satisfactory performance of the offered product may be attached:

These should be enclosed along with the tender.

12.0 PRICES:

- Prices quoted in INR only and should be 'Firm & Final' for full quantity, inclusive of all taxes / levies prepaid up to consignee end, inclusive of all charges like packing & forwarding, loading, unloading, transit insurance, all duties & taxes, any other incidental expenses, installation and commissioning of the equipment at consignee site.
- In case the quotation does not indicate clearly whether the Prices are firm or not, the quoted Price shall be deemed as firm & final. The overwriting should be avoided in the quotation.
- Excise duty, Sales Tax and other levies, if applicable, should be indicated clearly with their present rates. However, the same should be included in the final quoted price.
- A certificate indicating that the rates quoted are same as charged to other Govt./PSU's for similar supplies made in recent past should accompany the tender.

Prices should be quoted clearly as per Price Schedule in Annexure-III.

13.0 PRODUCT SPECIFICATIONS:

- **Brand/model** name and type of Product being offered by the Firm must be clearly mentioned in the offer.
- Tenderer should confirm that the stores offered conform strictly to relevant specifications asked in this Tender Enquiry Document at **Annexure-II**.
- Deviations, if any, are to be clearly mentioned. Complete product specifications, technical details, illustrations, literature, printed pamphlets/leaflets etc and Manufacturers price list, if any, must accompany the quotation.

14.0 Unless specifically mentioned to the contrary in the offer itself, it will be assumed that all terms and conditions mentioned in this enquiry are acceptable to the tenderer.

15.0 The tender quotation of the Supplier not in conformity with the above conditions is liable to be rejected.

16.0 HLL reserves the right to reject or accept any or all tender(s) without assigning any reason or to place the order for part or full quantity.

17.0 The firms are advised to submit the compliance statement with respect to technical specification asked in the tender enquiry in the following format along with Technical bid failing which their offer will be treated as incomplete and are liable to be ignored.

Format of compliance statement:

Para of Tender Enquiry specification	Compliance to Tender enquiry Specification Yes/ No	In case of non Compliance deviation From T/E Specification to be indicated in Unambiguous terms
(1)	(2)	(3)

- 18.0** Bidders may please note that complete Tender Enquiry Document is available on our website <http://www.lifecarehll.com/tender> or www.eprocure.gov.in and submit its tender by utilizing the downloaded document.

❖ GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.0 INSPECTION:

The purchaser reserves the right for inspection and testing the quality & standards of the stores for assessment of quality before dispatch to the consignees or at the consignee end, wherever required.

2.0 DELIVERY PERIOD FOR SUPPLY, INSTALLATION & COMMISSIONING:

In the event of placement of Supply order, the bidder shall supply the stores **in 21 days. However bidder(s) may quote early delivery date.**

The time and date of delivery stipulated in List of Requirements, **Annexure-I**

The delay on the part of supplier in regard to installation will attract the provisions of liquidity damages clause.

3.0 PERFORMANCE SECURITY:

Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 15 months from the date of Notification of Award.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract. It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Annexure-VII** of this document in favour of the Consignee.

In the event of any failure /default of the supplier with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

- 5.4** In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 Deleted.

- 5.6** Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

4.0 LIQUIDATED DAMAGES:

In the event of placement of an order, if the Supplier fails to deliver, install and commission the stores in full or part thereof within the delivery period as stipulated in Clause 2.0 above, the Purchaser reserves the right to levy Liquidated Damages @ 1% (One percent) per week of the

amount of the undelivered stores for delay in supplies subject to maximum 5% of value of the supply Order. Once the maximum is reached, the purchaser may consider termination of the contract and purchase the same from elsewhere, at the risk and cost of the Supplier.

5.0 PAYMENT FOR SUPPLY PORTION:

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

(A) On delivery:

100% payment of the contract price shall be made on receipt of goods in good condition and upon the submission of the following documents:

- (i) Three copies of supplier's invoice showing supply order number, goods description, quantity, unit price and total amount
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee(s) (Format attached as **Annexure-IV**)
- (iii) Warranty Certificate
- (iv) Inspection Certificate by the designated inspecting authority
- (v) Country of origin in case the item is of foreign origin

6.0 TRANSIT INSURANCE:

Rates quoted being door delivery basis, the Supplier shall be fully responsible till full material is received in good condition up to destination and its commission. As such the Supplier shall dispatch the material duly insured and expenses on this account shall be borne by the Supplier.

7.0 WARRANTY:

- (a) Products to be offered as per '**LIST OF REQUIREMENT**' shall be warranted as per the standard warranty of the manufacturer.
- (b) The Supplier shall be responsible to replace the material free of cost at site in whole or in part if found defective in any respect after receipt at site or during normal & proper usage or storage/maintenance for which the Consignee/Purchaser shall give prompt written notice. Such replacements shall be effected by the Supplier within a reasonable time actually required to do so which in no case shall be more than 15 days.
- (c) If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser, it shall be liable to suitable action as deemed fit during the Operative Warranty period

8.0 FORCE MAJEURE:

If at any time, during the currency of the contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotages, fires, floods, explosions, epidemics, quarantines, restrictions, strikes, lock outs or acts of God (herein after referred to as 'the events') then provided, neither party has any claim for damage against the other in respect of such non-

performance or delays in performance, deliveries under the contract shall be resumed as soon as possible if any of the events have ceased to exist within one month of expiry of contract delivery period. After this, the purchaser may cancel the contract at its discretion without any financial repercussion on either side.

9.0 APPLICABLE LAW & RESOLUTION OF DISPUTES:

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Any dispute arising out of or in connection with this tender, Jurisdiction of the court will be at New Delhi, India.

LIST OF REQUIREMENTS**Part I:**

Sch. No.	Item Name	Qty.(Nos.)	EMD(Rs)
1	STOOL – PLAIN	100	33,700/-
2	STOOL – REVOLVING TYPE	50	
3	STAINLESS STEEL TABLE WITH DRAWER	7	
4	COMPUTER TABLE	4	
5	STAINLESS STEEL CHAIR-Fixed type	10	
6	ALMIRAH FOR LABEL STORAGE	2	
7	OFFICE ALMIRAH 2 DOOR	4	
8	CONFERENCE TABLE WITH SEATTING CAPACITIES CHAIR 22 -30 PERSON ALONG WITH TWO HIGH RISE CHAIR	1	
9	CONFERENCE CHAIRS- SEAT/BACK ASSEMBLY	40	

Part II: Required Delivery Schedule:

Required delivery at consignee site in 21 days..

Installation shall be completed in all respect within 3 days from handing over the site.

The date of delivery will be the date on which the goods are installed and commissioned at the consignee's site (Tenderers may quote earliest delivery period).

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run, Training for operation and trouble shooting to the operators of the Consignee.

Part IV:

On site standard manufacturer's warranty, from the date of supply. The supplier shall keep sufficient stock of spares for repair / replacement against warranty during warranty period and supplies to be made against any order within 15 days after completion of warranty period.

Part V:**Required Terms of Delivery and Destination.**

Delivery required at Consignee Site at:

**Materials Manager,
Indian Medicines and Pharmaceutical Corporation Ltd.
Mohan, Almora District
Via Ramnagar
Uttarakhand**

In Transit Insurance and insurance until installation of the supply at the consignee site is seller's responsibility and shall be borne by the Supplier.

TECHNICAL SPECIFICATIONS**Item No.1****STOOL – PLAIN**

- Plain stool 4 legs complete made up of SS 304 quality,
- Top 18 SWG,
- Legs+Cross-1" square pipe,
- Rubber Shoes bush,
- Mirror finish.
- size: L-15" x W-15" x H-22" inches

Item No. 2**STOOL – REVOLVING TYPE**

- Revolving stool with 4 legs with heavy SS top with all round rings complete made up of stainless steel with thread screw,
- Top 18 SWG,
- 12" dia.
- St. steel 304,
- screw pipe-1.5",
- screw – 20mm 6"long legs pipe, 1" dia,
- Foot rest ring size – ½" dia,
- height 18" - 22"adjustable inches
-

Item No.3**STAINLESS STEEL TABLE WITH DRAWER**

- Made of SS-304 Sheet in 18 swg top fixed on S.S 1"square pipe,
- S.S. tubular legs in 1.5" diameter with nylon height adjusters and cross bracing in 1" dia. SS tubular pipes.
- With 3 drawer 20 SWG. with lock and keys
- Size: L – 4'x W –2.5'x H – 2.5' feet
-

Item No.4**COMPUTER TABLE**

- Computer table having tray for CPU, Tray for keyboard with three sides drawer, having 2" dia width hole on the top for cable.
- The table shall have 3" wide back and side flash.

- Top frame 1" square pipe, stand legs 1.5" dia,
- Top 16SWG, with nylon height adjuster,
- Lock – Godrej/Equivalent, Mirror finish. SS 304
- Size: L-4"x W-2.5"x H-2.5"

Item No.5 STAINLESS STEEL CHAIR-Fixed type

- Fixed type – made of SS 304 quality 18/16 swg thick sheet,
- frame pipe: 1" dia, SS16 SWG, SS 304 quality
- size 16"x16" with back rest.

Item No.6 ALMIRAH FOR LABEL STORAGE

- Almirah made from SS 304 quality 18 SWG with five number Shelves with proper stiffing for storage purpose complete front cover with glass fitted double doors.
- Body: S.S. 304 quality, 20 SWG,
- shelf: 18 SWG, lock: Godrej /equivalent,
- bottom channel: 16 SWG, Pipe 1.5 inches diameter with nylon bush.
- size: L-36 inches x D-22 inches x H-72 inche

Item No.7 OFFICE ALMIRAH 2 DOOR

- Almirah made of SS 304 with front two door having four shelves with lock.
- The shelves and sides are made from 20 SWG and the distance within the shelves are 16 inches with proper stiffing.
- The legs fitted to the almirah are 4 inches in height.
- SS 304 quality lock – godrej/ Equivalent.
- Size: L-3 feet x W18 inches x H-6 feet.

Item No.8**CONFERENCE TABLE WITH SEATING CAPACITIES CHAIR 22 -30 PERSON ALONG WITH TWO HIGH RISE CHAIR**

Size	Dimensions (mms)	
Single Seater	760 W	600 D
Two Seater	1360 W	600 D
Half Round (2 Seater)	R 713	
Quarter Round (1 Seater)	R 713	
Work surface	Top thickness 37.6 (18mm + 18mm + 0.6 mm DL + 0.4mm Membrane) Edge profile Waterfall Edge 10mm radius on top edge and 5mm at bottom.	
Legs	Made from 36mm PPB (18+18) having a straight profile with half round edges and clad with 0.6mm thick Post Forming laminate. Overall thickness of leg is 37.2mm.	
Modesty Panel	Made from PLT (Prelaminated Twin) boards of 18mm thick.	
Wire Manager	Wire Carrier : Made from 0.6mm thick CRCA painted.	
Carrier Cover	Made of 12mm thk. MDF Painted all over.	
Substrate	MDF	
Skin	PVC Membrane foil (0.4mm thk) clad on the substrate MDF using PU glue for better adhesion. This foil is pre-coated with layer of polyurethane for better scratch resistance.	

Note: Please quote the rate module wise Conference Room High Back Rise Chairs (Matching) with following specification



1. **SEAT/BACK ASSEMBLY:** The seat is made up of 1.2 cm. thick hot pressed plywood upholstered with fabric and moulded Polyurethane Foam. The back is made up 1.2 cm. thick hot pressed plywood upholstered with replaceable fabric upholstery covers and moulded polyurethane foam. The back ply and foam is designed with contoured lumber support for comfortable seating posture. HIGH BACK SIZE 48cm.(W) X 76.0cm.(H) Seat Size 51.0cm.(W) X 48.0cm.(D)
2. **POLYURETHANE FOAM:** The polyurethane foam for seat and back is moulded with density = 45 +/-2 kg/m³ and Hardness = 20 +/- 2.
3. **ARMRESTS (FIXED) :**The armrest top is made of moulded polyurethane (P.U) and mounted on to a fixed type M.S. tubular armrest support chrome plated. The arm support has static vertical adjustment of +/-1.5cm
4. **FRONT PIVOT SYNCHRO MECHANISM:** The mechanism is designed with the following features: 360° revolving type. Single point control. Front pivot for tilt with feet resting on ground ensuring more comfort. Tilt tension adjustment. 4- position locking with anti-shock feature. Seat back tilting ratio of 1:2 (11° Seat Tilt /22° back tilt).
5. **FIXED BACKREST:** The backrest consists of a fixed type mechanism i.e no back up/down adjustment.
6. **PNEUMATIC HEIGHT ADJUSTMENT :** The pneumatic height adjustment has an adjustment of 8-10 cm.
7. **PEDESTAL ASSEMBLY :** The pedestal is fabricated from steel, hard chrome plated and assembled with injection moulded black polypropylene hub cap and 5 nos. twin wheel castors (castor wheel dia. 5.0 cm). The pedestal is 66.0cm. Pitch- center dia. (76.0 cm with castors).
8. **TWIN WHEEL CASTORS:** The twin wheel castors are injection moulded in black Nylon

Item No.9 CONFERENCE CHAIRS- SEAT/BACK ASSEMBLY

Conference Room medium back chairs:

SEAT/BACK ASSEMBLY: The seat is made up of 1.2 cm. thick hot pressed plywood upholstered with fabric and moulded Polyurethane Foam. The back is made up 1.2 cm. thick hot pressed plywood upholstered with replaceable fabric upholstery covers and moulded polyurethane foam. The back ply and foam is designed with contoured lumber support for comfortable seating posture. Back Size 48cm.(W) X 64.5cm.(H). Seat Size 51.0cm.(W) X 48.0cm.(D)

POLYURETHANE FOAM: The polyurethane foam for seat and back is moulded with density = 45 +/-2 kg/m³ and Hardness = 20 +/- 2

ARMRESTS (FIXED) : The armrest top is made of moulded polyurethane (P.U) and mounted on to a fixed type M.S. tubular armrest support chrome plated. The arm support has static vertical adjustment of +/-1.5cm.

FRONT PIVOT SYNCHRO MECHANISM: The mechanism is designed with the following features: 360° revolving type. Single point control. Front pivot for tilt with feet resting on ground ensuring more comfort. Tilt tension adjustment. 4-position locking with anti-shock feature. Seat back tilting ratio of 1:2 (11° Seat Tilt /22° back tilt)

FIXED BACKREST: The backrest consists of a fixed type mechanism i.e no back up/down adjustment

PNEUMATIC HEIGHT ADJUSTMENT : The pneumatic height adjustment has an adjustment of 8-10 cm

PEDESTAL ASSEMBLY : The pedestal is fabricated from steel, hard chrome plated and assembled with injection moulded black polypropylene hub cap and 5 nos. twin wheel castors (castor wheel dia. 5.0 cm). The pedestal is 66.0cm. Pitch-center dia. (76.0 cm with castors)

TWIN WHEEL CASTORS: The twin wheel castors are injection moulded in black Nylon.

PRICE SCHEDULE**PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1 Sr. No.	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)					6 Total Price (at Consignee Site) basis (Rs.) 4 x 5(e)
				Ex-factory/ Ex-warehouse/ Ex-showroom/ Off-the shelf (Including discounts, Packing/Forwarding, etc.) (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Any other charges (please specify) (d)	Unit Price (at Consignee Site) basis (e) = a+b+c+d	
1									

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: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store (s) has/have been received in good condition:

- 1) NOA No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address
with telephone No. & Fax No. : _____
- 4) Name of the item supplied/Installed : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized
Representative of Consignee : _____
- 8) Signature of Consignee or Representative
of Consignee with date : _____
- 9) Seal of the Consignee : _____

Annexure- V

DECLARATION REGARDING NON BLACK LISTING OF THE FIRM

I/We, (Name)_____ contractor/partner/sole proprietor (*strike out the word which is not applicable*) of (Firm)_____ do hereby declare and solemnly affirm to that the individual firm/companies are not black-listed by the Union or state Government or any partner or shareholder thereof are not directly or indirectly connected with or has any subsisting interest in business of my/our firm

DEPONMENT
Address _____

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed.

Dated:

DEPONMENT

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 the above date.

(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

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Managing Director
Indian Medicines Pharmaceuticals Corporation Ltd.
MOHAN, District: Almora
(VIA RAMNAGAR - 244 715)
Uttarakhand

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called "the contract").

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid up to 15 (Fifteen) months from the date of Notification of Award i.e up to ----
----- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch