

(Regd. Office: 21, N.S.Road, Kolkata-700001)

Tender Ref: BL/LC/MAN/CAP/LT/201718/0063

Dated: 17.07.2017

Due date: 31.07.2017

Sub: Inviting “e” bidding for Supply, Erection, Commissioning and Testing of Leather processing Steel Drums as per Specification at our TSC Located in Kanpur – Req...

1. INTRODUCTION

Balmer Lawrie & Co Ltd. [herein after referred as BL] is a multiple product, multi location and multi technology conglomerate and manufacture of Leather Chemicals forms one of the core businesses of the company. The company invites ‘e’-bids for **Supply, Erection, Commissioning and Testing of Leather Processing Steel Drums** for their TSC located at No. 2A/1A, Al Badar Compound, Jajmau, Near **Supreme Petrol Pump, Kanpur- 208010 (U.P.)** from approved and experienced Original Equipment Manufacturers/authorized dealers of OE manufacturers with sound infrastructural, technical and financial capabilities.

Offers from new vendors based on BL website enquiry, if any, will be considered for vendor development only, against this tender.

2. TENDER QUANTITY

Leather Processing Steel Drums- 2 Nos

3. ITEM TECHNICAL SPECIFICATIONS

Refer Annexure – 1

Technical specifications given are only indicative. However, parties need to quote with maximum level of accuracy designed for the given service conditions.

4. EARNEST MONEY DEPOSIT

The bidder shall furnish an **EMD** for a sum of **Rs. 5,000 /-**(Rupees Five Thousand only) along with the bid by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format enclosed as last page of the tender) in favour of Balmer Lawrie & Co Ltd payable at Chennai. DD should be valid for the period of at least 75 days from the due date of tender. The bank guarantee (BG) shall remain in force for at least 90 days from the due date of tender and shall be extendable on request made by BL prior to expiry of the BG.

a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED

b. For the successful bidder, the EMD will be refunded only after successful delivery of the tendered item. EMD will carry no interest.

c. If the successful bidder is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, successful Bidder fails

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to deliver the material as per the terms & condition of the Purchase Order or violates the tender conditions, his Earnest Money Deposit shall be forfeited.

- d. For the unsuccessful bidders, the EMD will be refunded only after the Purchase order has been released on the successful bidder.
- e. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- f. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered product/service.

5. PRICE

5.1 The price to be submitted at our e-portal only, as per the indicative format below:

(Submission of offline price bid will disqualify the bidders' participation for the tender)

A. SUPPLY OF LEATHER PROCESSING STEEL DRUMS AS PER SPECIFICATION – 2 Nos

Item	Particulars	Formula (if any)
1	Basic Price (Inclusive of P&F, Freight & Insurance, Installation, commissioning & testing) per unit	A
2a	CGST in %	B1=A* (Applicable CGST Rate in %)
2b	SGST in %	B2=A* (Applicable SGST Rate in %)
	OR	
3	IGST in %	B3=A* (Applicable IGST Rate in %)
4	Total Cost	C= SUM(A+(B1+B2) or B3)
5	Less: CGST	D= B1
6	Less: SGST	E= B2
7	Less: IGST	F= B3
8	Landed Cost	G= (C- (D+E) or F)
9	Unloading	By Vendor
10	HSN Code of the tendered item	To be provided by Vendor

Note:

Related Civil work, if any, for erection of the equipment/machinery will be carried out by BL. However, erection, commissioning and testing of the steel drums are in Vendor's scope. Charges for erection and commissioning are to be included in the basic price as above. Any other extra charges are not payable by BL

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The basic price should include the Freight, transit insurance, loading charges at supply premises, packing and forwarding and unloading at our TSC Kanpur. Price quoted should be on FOR Kanpur basis in **Rs. per unit. (PLEASE DO NOT QUOTE GROSS PRICE IN THE e-PORTAL)**

Vendor has to provide the applicable GST rate in % in the relevant fields as above during price bidding. If a vendor quotes with CGST & SGST, then they may ENTER "0" (Numerical Zero) in IGST field and similarly, If a vendor quotes with IGST, then they may ENTER "0" (Numerical Zero) in CGST & SGST fields.

Changes in statutory levies like GST and any taxes as applicable on the product shall be reimbursed at actuals based on documentary proof. Taxes and duties as applicable shall be clearly mentioned.

5.2 No Change in the accepted price structure on the basis of landed cost at our Manali works shall be permitted during the period of contract under any circumstances

6. PAYMENT TERMS

6.1 Our Payment Terms would be

-90% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance;

-Balance 10% of basic against PBG valid for one year extended further by 3 months Or after one year of retention period.

Note: In case of payment terms differing from above, suitable adjustments will be made in arriving at the landed cost while price comparison. However, partial advance payment if any prior to dispatch is payable only against Advance Bank Guarantee (taken from a nationalized bank) as per BL format.

Offers seeking payment before supply without Advance Bank Guarantee will be rejected.

Advance Bank Guarantee/Performance Bank Guarantee format shall be given to successful tenderer and if the tenderer is submitting BG it shall be strictly as per our BG format only. In case of advance payment, if any, ABG shall be submitted within 10 days from the date of LOI/PO.

6.2 Supply will be complete only if all relevant documents etc are submitted. Relevant Material test certificate for bought out items to be submitted along with dispatch.

6.3 Payment will be made only to the bidder or principal on whom the Purchase Order is placed. If offer states that payment is to be made to bidder's financier / creditor, the offer will stand rejected.

7. GUARANTEE

7.1 The party shall stand guarantee for material, workmanship and performance for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier.

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- 7.2** The warranty/guarantee shall extend to the equipment and components manufactured by you or your vendor. In case of prolonged breakdown of equipment during warranty, the warranty period shall be extended proportionately.
- 7.3** During the above period, the party shall attend/repair/rectify /replace any defects whatsoever in material, workmanship and performance and make equipment ready for normal performance.

8. DELIVERY

Delivery is expected **within 4-6 weeks or earlier** from the date of LOI/PO. However, earliest possible delivery period shall be mentioned clearly in the offer.

The delivery period mentioned above is inclusive of inspection & testing/transit time. No additional time shall be given separately for inspection/testing/transportation. Hence vendor has to plan and inform BL regarding the readiness of the equipment for inspection/testing with 1 week notice period, and BL shall confirm on inspection & testing within 2 days from the inspection notice given by the vendor.

Corrections/modifications as suggested by BL during inspection & testing to be implemented by the vendor within the mutually agreed period by BL & Vendor, based on the nature of corrections/modifications suggested.

Any delay in submission of Bank Guarantee & delay due to inspection & testing/transportation will be counted into delivery time taken by vendor only

9. LD Clause:

The equipment shall be delivered as per committed delivery schedule without fail. Any delay in delivery as per agreed schedule will be liable for imposition of LD @0.5% of the total order value per week on delayed item subject to a maximum of 5% on total basic value on delayed items

10. CONFLICT OF INTEREST

The bids of any tenderers may be rejected if a conflict of interest between the tenderer and the Company is detected at any stage

11. RISK PURCHASE

Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the stipulated delivery period, BL shall have the right and option to procure the products from alternate sources, at the risk and cost of the vendor, without further intimation. In case of rejection and with no request for re-test from vendor against the rejection or on confirmation of rejection after re-test, if dispatch of replacement material is not made within mutually agreed time period, BL shall have the right to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

12. DELIVERY TO TSC KANPUR

Purchase Order under this tender will be placed for DELIVERED supplies. Transit Risk for the supplied material, Insurance coverage thereof will be borne by the supplier.

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13. INSPECTION & TESTING

Inspection and testing of the equipment shall be conducted at the vendor's premises before delivery, in presence of BL representative. Performance test will be conducted at BL site after commissioning to achieve desired performance as per tender in presence of BL representative.

Refer clause no. 8, Delivery.

Vendor has to provide 2 copies of operating and maintenance manual, with relevant documents, drawing, material test certificates, etc, if any related to the equipments along with soft copies of drawings/manuals.

Release note to be obtained from BL for dispatch clearance. Only after due clearance from BL, the equipment shall be dispatched from the vendor premises.

14. ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefore and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

15. GST TAX FORMALITES & COMPLIANCE WITH REGULATIONS

Vendor shall warrant that all goods covered by this agreement / contract are dispatched and delivered in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

The vendor shall issue the GST invoice so that equivalent amount may be availed as GST / applicable tax credit by BL. Vendor / vendor's nominated transporter shall ensure handing over of the GST paid invoice for availing concerned levy to the Company at the time of delivery of the consignment.

All laws and regulation required to be incorporated in this charter are hereby deemed to be incorporated by these references. BL and / or their authorized representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods covered by this agreement / contract.

The processing of invoice should be as per the GST Act. Any penalties due to the non-adherence will be deducted from your invoice.

16. FORCE MAJEURE

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays /

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failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any Government or Governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The vendor shall keep records of the circumstances referred to above and bring these to notice of the concerned Officer of the buyer in writing within 7 days of such occurrences.

The period of time, if any, lost on any of these counts shall not be counted for the contract period. The decision of buyer arrived at after consultation with vendor, shall be final and binding. Such period of time shall be extended by the buyer to enable the vendor to deliver the items within such extended period of time. As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities. Any such event, whenever it occurs, provided that it prevents, affects or delays the party in performing contractual obligation, shall justify the claim of Force Majeure.

During the pendency of Force Majeure conditions, the Agreement and the obligations there under shall stand suspended provided the notice as required above is given in time. If such event continues beyond 14 days, the parties to this Agreement hereby agree to discuss and decide the course of action to be adopted in this regard including the possibility and manner of terminating the Agreement.

17. CONDITIONS / PROCEDURE FOR BID SUBMISSION

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their price bids online. **No offline price bids shall be entertained by the Tender Inviting Authority.** The bidders shall submit their price bid displayed in e Procurement web site. The bidders shall submit/upload copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids to the Tender Inviting Authority before the due date for tender submission in the e-procurement portal. The bidder shall sign on the statements, documents, certificates, owning responsibility for their correctness/authenticity.

18. Registration with eProcurement platform

For registration and online price bid submission, bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>. **Vendors need to get themselves registered online as above to participate in tender**

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST		
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. Sivakumar (Chennai)	siva.kumar@c1india.com	+91-9042773377
2. Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Tirtha Das	tirtha.das@c1india.com	+91-9163254290
4. Mr. Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-022-66865633
5. Mr. Ujjal Mitra	ujjal.mitra@c1india.com	+91-8986678058

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19. Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate before submitting the price bid electronically on e Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e Procurement platform.

All the bidders who do not have Digital Certificates with encryption need to obtain Digital Certificate with encryption to participate in e-tender. They may contact Help Desk of C1 India Pvt Ltd.

20. Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum / corrigendum's issued by the Tender Inviting Authority on time-to-time basis in our website www.balmerlawrie.com and our e-Procurement platform <https://balmerlawrie.eproc.in>. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

21. Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

22. SUBMISSION OF TENDER DOCUMENT [excluding price bid]

BL expects bidders' compliance of bid document without any deviation. Deviation if felt absolutely necessary in respect of terms & conditions / quality should be mentioned in the deviation sheet as per format of the tender documents and furnished along with the submission of offline tender documents. BL shall not take cognizance of any deviation stipulated elsewhere in the bid. **The deviations, if mentioned, are subject to approval by BL.**

Offline tender document shall comprise the following:

1. Copy of this tender document No. **BL/LC/MAN/CAP/LT/201718/0063** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.
2. **EMD for Rs. 5,000/- as Pay Order / DD / Irrevocable BG or NSIC/SSI/MSME certificate as applicable for exemption.**
3. Duly filled specifications as sought in **Annexure-1**
4. Duly filled commercial terms as sought in **Annexure- 2**
5. Duly filled vendor details as sought in **Annexure-3**

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6. Deviation sheet as per format [nil statement to be attached even if there are no deviations].
7. The sealed envelope containing all the above documents super scribing **“Unpriced offer for – “Steel Drums ”**, Ref: Tender No **BL/LC/MAN/CAP/LT/201718/0063 Due on 31.07.2017** shall be submitted as **hard copy** at the following address:

Senior Manager [SCM]
BALMER LAWRIE & CO. LTD.
SBU-Leather Chemicals
32, Sathangadu Village, Manali,
Chennai – 600068.

Phone : 044 – 25946543/00
Fax : 044 – 25941156
email:a.arun@balmerlawrie.com

23. SUBMISSION OF PRICE BID (ON-LINE ONLY)

23.1 Vendors to submit their price online only, as per the indicative format as per clause 5 as sought in our e-procurement portal.

23.2 SUBMISSION OF OFF- LINE PRICE BID WILL DISQUALIFY THE BIDDERS's PARTICIPATION IN THE TENDER

24. EVALUATIONS OF BIDS

The on-line closed price bids shall be used for grading the bidders. Evaluation of the price bids of **technically qualified bidders** will be done and lowest landed rate (net of GST, as applicable) shall be taken as L1 price and next lowest as L2 price and so on. Order will be awarded to L1 bidder.

Price bids of those tenderers who do not technically qualify for the tender, will not be considered for price evaluation and tender finalization

In case, bids are received from related Companies, only the lowest among such bids shall be considered for evaluation. The other bids of related Companies will stand rejected.

If required, during technical evaluation, the facilities of the manufacturer and their clients will be visited by BL for verification.

25. VALIDITY OF OFFER

Your offer should be valid for our acceptance up to **60 days** from the due date of this tender **(i.e. From 31.07.2017)**.

26. GENERAL

BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

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BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute

It may be noted that if any term is not mentioned in offer, it will be considered as per our tender only.

It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

27. DISCLAIMER CLAUSE

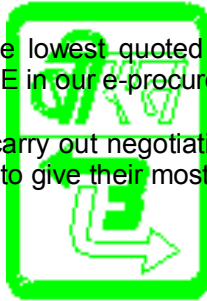
Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

28. AWARD OF CONTRACT

The order will be awarded to the lowest quoted (L1) tenderer (based on the rate provided in the PRICE SCHEDULE in our e-procurement website.

If required, the Company would carry out negotiation with the tenderers and it would be in the interest of the tenderers to give their most competitive rates.

For Balmer Lawrie & Co Ltd



Senior Manager (SCM)

**Encl: Annexure- 1 (1 page) - Technical Requirements
Annexure- 2 (1 page) - Commercial Requirements
Annexure- 3 (1 page) - Vendor Details
Deviation Sheet Format- (1 page)
BG Format for EMD (1- page)**

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Vendor is requested to confirm all the data provided below:

Technical:

STEEL DRUMS- 2 Nos.

SL. NO	DESCRIPTION	REQUIREMENT/SPECIFICATION	VENDOR'S OFFER
1	CAPACITY	APPRX. 16 kgs (Shaved weight)	
2	DRUM SIZE	800 mm Dia X 350 mm width (Approx)	
3	DRUM MOC	SS 316 L	
4	MOTOR POWER	1 HP (Indicative only. Vendor has to specify suitable Motor)	
5	MOTOR	Geared Motor	
		Make: Kirloskar/ Crompton/ Bonfiglioli/Equivalent	
6	FEATURES	Baffles & Pegs: Forwarded, Reverse Switch and Feed Funnel	
		Collection trough, Separate pot for adding chemicals during process	
		Timer for total process time with alarm	
		Toughened Glass (acid & solvent resistant) to observe processing	
7	VARIABLE SPEED	RPM Range: 4-20	
8	ANNUAL MAINTENANCE	Free maintenance service shall be provided for first two years from the date of commissioning. (Vendor shall include the same in their basic price)	

NOTE:

- 1. The Specification given above are indicative only. However, vendors can give their offer for the required specification as given above. Deviations if any from our specifications can be mentioned as per format in the deviation sheet.***
- 2. Any bought out item to be mentioned separately and necessary certificate/drawing of the same to be submitted along with the offer.***
- 3. Kindly contact Mr. Krishnendu Sinha, 09935061087
E-mail: sinha.k@balmerlawrie.com/raju.s@balmerlawrie.com for all technical related queries.***

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Vendor is requested to confirm all the data provided in the table below:
Commercial:

SL No.	ITEM DESCRIPTION	BL REQUIREMENT	VENDORS OFFER
1	Validity	60 days from 31.07.2017	
2	Delivery	Delivery is expected within 4-6 weeks from the date of LOI/PO or earlier.	
4	Guarantee Period	12 months from the date of commissioning or 18 months from the date of supply whichever is earlier for Motor, Gear Box & other electrical parts	
4	Payment Terms	90% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance; Balance 10% of basic against PBG valid for one year extended further by 3 months Or after one year of retention period.	
5	Packing and Forwarding	To be included in the basic price	
6	Taxes & Duties		
a	GST (Chapter ID / HSN of the tendered item to be mentioned)	To be Specified by Vendor	
b	GST rate %	To be Specified by Vendor	
7	Transit Insurance	To be included in the basic price	
8	Transportation	To be included in the basic price	
9	Unloading at TSC Kanpur	By vendor	
10	Civil work for erection, if any	By BL	
11	Erection, Commissioning and Testing	Vendor's Scope; Charges to be included in the basic price. NO ADDITIONAL CHARGES ARE PAYABLE FOR THE SAME	
12	AMC for First 2 years from Commissioning	Vendor's scope, free of cost	

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Annexure - 3
(Page 1 of 1)**Vendor is requested to provide all the data in the table below, as applicable:**

1.	Supplier Name	
2.	House No with address 1	
3.	Address 2	
4.	City	
5.	Postal code	
6.	State	
7.	Tel No	
8.	Mob No	
9.	Fax	
10.	Email	
11.	Industry Type*	Domestic / service vendor / MSME* / SSI* / trader / others (specify it)
12.	If MSME registered, under category SC/ST?	
13.	Contact Person	
14.	Inco terms	
15.	Taxes applicable	
16.	PAN no*	
17.	State code (as per GST)	
18.	GSTIN Registration number*	
19.	Proof of GSTIN Registration number per state (From GSTN website)*	
20.	Vendor's GSP name (GST Suvidha Provider's)	

*** - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted.**

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DEVIATION SHEET

Clause No. of the Tender	Tender Requirements	Deviation
		

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Proforma of the Guarantee
(Bid Bond / Earnest Money Deposit)

Lawrie & Co. Ltd.

Whereas (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the (purpose) (hereinafter called "the Bid") against Tender reference No: dated of M/S BALMER LAWRIE & CO. LTD. (Address- Local).

The conditions of Tender provide that the Bidder shall pay a sum of Rs. (Rupees only) (hereinafter called "the said amount") as full Earnest Money Deposit in the forms (herein mentioned). The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in considerations of the premises we, (Name of the Bank) having our office at (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents We, (name of the bank) of (address of the bank) having our office, inter alia, at (hereinafter called "the Bank") are bound unto BALMER LAWRIE & CO. LTD. (address) (hereinafter called "the Purchaser") in the sum of Rs (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ... day of, 1999.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only.)
- ii) This Bank Guarantee shall be valid upto
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (last date of validity)

We, (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of , 1999 granted to him by the Bank.

Yours faithfully,

..... (Signature of Bank)