



THE MYSORE PAPER MILLS LIMITED

MATERIALS DIVISION,

PAPER TOWN P.O., BHADRAVATI – 577 302, KARNATAKA, INDIA

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TENDER

TENDER NOTIFICATION No. FMT/9527/DSI/18 Dated 23.05.2018
[e-portal No. **MPML/2018-19/IND590**]

TENDER DOCUMENT FOR SALE DISPOSAL OF **PULP WOOD**

DUE ON 25.06.2018 @ 15:00 Hrs.

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**THE MYSORE PAPER MILLS LIMITED,
MATERIALS DIVISION, BHADRAVATI.**

Tender for

Disposal of 19,000 MT Pulp Wood on 'As is where is basis'.

TENDER NOTIFICATION No. FMT/9527/DSI/18 dated 23.05.2018
[e-portal No. **MPML/2018-19/IND590**]

Company's Name	The Mysore Paper Mills Limited, Paper Town, Bhadravati.
Tender reference	FMT/9527/DSI/18 dated 23.05.2018 [e-portal No. MPML/2018-19/IND590]
Date & time of commencement of sale / downloading of tender document	25.05.2018 from 11.00 AM
Last date and time for uploading of filled tenders (Both Part-I & Part-II)	25.06.2018 Upto 15.00 Hrs.
Time & date of opening of Tender (Part-I)	27.06.2018 at 11.00 Hrs onwards
Date and time for e-forward auction, if conducted by MPM	Will be informed subsequently
Time & date of opening of Price bid (Part-II)	Will be informed subsequently.
Place of opening of Part- I of tender	The Mysore Paper Mills Limited, Paper Town, Bhadravati-577 302.
Address for communication	Asst. Gen. Manager(Materials)i/c The Mysore Paper Mills Limited, Paper Town PO., Bhadravati-577 302 (Shivamogga Dist., Karnataka)

TENDER FOR
DISPOSAL OF 19,000 MT OF PULP WOOD ON AS IS WHERE IS BASIS

SECTION I - INVITATION FOR TENDERS (IFT)

**IFT No. FMT/9527/DSI/18 DATED 23.05.2018
[e-portal No. MPML/2018-19/IND590]**

1. The Mysore Paper Mills Limited, Bhadravati-577302, Karnataka State, (Purchaser) invites tenders through e-Procurement Portal of Government of Karnataka, in two parts (Part-I Technical bid and Part-II Price bid) from eligible tenderers for Sale Disposal of the goods listed below:

Sale Disposal of 19,000 MT OF PULP WOOD on As is where is basis.

2. Tender documents (and additional copies) may be downloaded from e-procurement portal <https://eproc.karnataka.gov.in> or from MPM Website mpm.co.in from 25.05.2018 11.00 am to 26.06.2018 up to 15.00 Hrs, for a non-refundable tender processing fee as per e-portal. Interested tenderers may obtain further information at the same address. The Mysore Paper Mills Ltd., Bhadravati-577302, Karnataka State, will not be held responsible for delay, if any, in submitting the offer within the scheduled time. **The tenderers are also requested to keep watching the above websites to note any amendment/ corrigendum issued to the tender. No separate notification will be issued.**
3. Prospective tenderers are advised to visit the Mills premises and carefully study the working conditions/inspect the materials before submitting their quotation. The tenderers are advised to visit the mills and verify the quality before giving the quotation. The tenderer should ensure the quality aspects before giving the quotation and MPM will not entertain any disputes on quality.
4. In case the tender is to be given in the name of the Company/Firm/Association, then the person signing the tender should obtain a Power of Attorney issued by the Competent Authority and attached to the tender.
5. Tenders must be accompanied by interest-free Bid security / Earnest Money Deposit, of **Rs.12,75,000/-** which will have to be in any one of the options specified in the e-portal such as Credit/Debit card, direct debit, NEFT and OTC challan **OR** Rs.5,000/- in e-portal by way of Credit/Debit card, direct debit, NEFT and OTC challan and balance amount of Rs.12,70,000/- by way of Bank Guarantee as per the format enclosed. The Bank Guarantee shall have to be **valid for 45 days** beyond the validity of the tender. Tenderer should upload the scanned copy of Bank Guarantee along with the offer and ensure that the **original Bank Guarantee reaches MPM on or before the due date** fixed for submission of Tender. MPM is not responsible for any delay in transit etc.
6. Tenders must be uploaded on or before 15.00 Hrs on **25.06.2018** and Part-I will be opened on 27.06.2018 at 11.00 Hrs onwards. The price part (Part-II) of qualified tenders whose Part-I is accepted will be informed to the tenderers and opened at a later date.
7. MPM reserves the right to call for **e-forward auction** for the tenderers who participate in e-tender. If MPM desires e-forward auction, MPM shall furnish the date and time of e-forward auction to the tenderers participated in e-tender and such tenderers are requested to participate in the e-forward auction. E-forward auction is not compulsory.

8. The Price bid of tenderers will be opened on a scheduled date and time which will be informed to the tenderers subsequently. In case e-forward auction is adopted, the price bid of e-tender will be opened subsequent to e-forward auction.
9. **SELECTION CRITERIA:**

“Highest offer” in e-tender will be considered for award of contract. If e-forward auction is conducted, **MPM will select the Purchaser from among the highest of Tenderers out of e-forward auction and / or price bid in e-tender.**

If Highest offer has not quoted for full quantity, then MPM reserves the right to consider the Next Higher offer, with or without negotiations.
10. The Mills reserve the right to accept or reject all or any of the tenders and also to waive, modify any or all condition stipulated in the Tender Notification without assigning any reasons whatsoever and also award the sale disposal order to more than one Purchaser. Tenderer should keep watching the Seller’s website: **<http://mpm.co.in>** where any amendments will be posted.
11. Your tenders/Quotations should be valid for acceptance for a period of Forty five (45) days from the date of opening.
12. Others details can be seen in the tender documents.

Sd/-
Asst. Gen. Manager (Matls) i/c

SECTION II
TERMS AND CONDITIONS

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1. Definitions

1.1 In this document, the following terms shall be interpreted as indicated:

- a) "The Disposal Order" means the agreement entered into between the Seller and the Buyer, signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein;
- b) "the Order Price" means the price payable to the Seller under the Order for the full and proper performance of its Contractual obligations;
- c) "The Goods" means Pulp wood kept for disposal, which the Seller is required to supply to the Buyer under this order.
- d) "Services" means ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services.
- e) The "Seller" is THE MYSORE PAPER MILLS LIMITED., Bhadravati-577302, Karnataka.
- f) "The Buyer" means the firm buying the goods and Services.
- g) "The Government" means the Government of Karnataka State.
- h) "Day" means calendar day.

2.0 MATERIALS FOR DISPOSAL

2.1 SCOPE OF DISPOSAL :

The scope of Sale Disposal shall include the following activities.

2.2 The Mysore Paper Mills Limited, a premier Government of Karnataka Undertaking is having its own plantation. The wood grown will be consumed for paper production. It is presently holding a surplus quantity of around 19,000 MT of Pulp Wood which is kept for disposal on "As is where is" basis.

2.3 The Pulp wood available is as below:

SI. No.	Pulp Wood details	Unit	Estimated Quantity
1	Acacia	MT	12,000
2	Eucalyptus	MT	5,000
3	Pine	MT	2,000
4	Total	MT	19,000

2.4 The Buyer will have to arrange, at his cost, loading, transportation and insurance of the material.

2.5 Expedient lifting of the Pulp wood without affecting any of our Mills activities and maintenance of cleanliness of the Mills is the essence of this Disposal. The entire quantity of pulp wood will have to be lifted as per instruction of Reporting authority. Therefore the Buyer is required to deploy sufficient manpower and trucks for transportation of pulp wood.

3.0 **Estimated Quantity:** - 19,000 MT of Pulp wood. The quantity indicated above is only approximate. Any variation in the quantity will not be subject matter of dispute or litigation. MPM will have right to increase or decrease the order quantity by 25%.

4.0 **Inspection of material:** Pulp wood is kept for disposal on "As is where is basis." The tenderers are advised to visit the mills and examine the material available before giving their offers. The tenderers, if required, may take sample for their verification.

5.0 **Rate and Price basis :**

The **Quoted rates** shall be on Ex-MPM basis exclusive of all Taxes, Forest Development Fee (FDF), duties or any other Statutory levies which **shall** be extra at the prevailing rate to the account of Buyer. Loading, transportation, unloading, transit insurance shall be arranged by Buyer and will be to the account of Buyer. The price quoted (Other than statutory levies) shall remain firm till completion of the order. **The ex-MPM price, excluding GST, FDF etc., to be uploaded directly to the e-portal, hard copy not to be furnished.**

6.0 **PAYMENT TERMS :**

The Buyer is required to deposit **100% payments in advance** towards the cost of material along with applicable taxes, duties, levies etc., by way of DD drawn in favour of Mysore Paper Mills Ltd., payable at Bhadravati or RTGS. The payment should be made by Buyer within 15 days from the date of order. All payments shall be made before transportation of material out of the factory premises. No material will be given to buyer without the advance amount being available at MPM. In case the quantity available exceeds the order quantity, Buyer has to pay for the balance quantity and lift the material. After the completion of the quantity, any left over amount will be returned to the Buyer

Delay in remittance of advance payment will lead to termination of the order/ termination of the order with blacklisting of the firm/ levy of 18% interest per annum at the sole discretion of MPM.

7.0 **SECURITY DEPOSIT / EMD :**

7.1 **The EMD amount of Rs.12,75,000/-** paid along with the tender will be converted as Security Deposit . In case of EMD paid by way of Bid Guarantee, the same would be returned after receipt of the Security deposit in the form of RTGS / DD / Security Deposit Bank Guarantee as per format attached.

7.2 The Security Deposit shall not bear any interest so long held by the company as the Security Deposit.

7.3 Any unpaid claims, dues, debts penalties etc., payable by the Buyer to the company will be recovered from the Security Deposit returnable to the Buyer.

7.4 Also, in case of violation of any terms and conditions or trade practice or for unsatisfactory work the Security Deposit is liable for forfeiture.

7.5 The Security Deposit retained by the company will be returned only satisfactory execution of the Sale Disposal Order.

7.6 Security Deposit shall not be adjusted towards advance payment of the cost of the materials to be collected.

8.0 LIFTING PERIOD:

The Sale Disposal Order will be VALID up to **90 days** from the date of order. The entire quantity will have to be lifted within the validity period. Further extension, if any, shall be permitted at the same rate, terms and conditions at the discretion of the MPM Management.

9.0 REPORTING AUTHORITY:

For day-to-day Sale/Collection of material, the Buyer will take necessary instructions from AGM (Pulp, CU, R&D/QC) i/c or their authorised representatives.

The Seller shall organise issue of permits, if applicable, for the successful tenderers as per the prevailing norms and tenderer should keep the Seller informed at least 2 days before the transportation of the materials to facilitate timely issue of permits. Fee for issue of permits, if any, levied by the Karnataka Forest Dept., shall be to the account of the buyer.

10.0 WEIGHMENT: The Weighment recorded at MPM weighbridge is final and binding on both the parties.

11.0 PENALTY:

11.1 In case the Buyer violates any terms and conditions of this sale disposal order or violate instructions of the Reporting Authority, MPM reserves the right at its discretion to levy suitable penalty and/or to get the work done or to dispose off the material to any other agency at the prevailing rates and loss or damages suffered in such event will be debited to Buyers account.

11.2 The non-satisfactory work on the part of the Buyer may also lead to BLACKLISTING of the Buyer and also forfeiture of EMD/Security Deposit.

11.3 In case of failure on the part of the Buyer, MPM also reserve the right to cancel the order in part or full and or to get the disposal done to an alternative agency at the entire risk and cost of the Buyer.

11.4 Buyer failing to remove the material as per the instructions of Reporting Authorities would also lead to forfeiture of EMD / Security Deposit.

12.0 Order Amendments

No variation modifications of the terms of the Order shall be made except by written amendment signed by the parties.

13.0 Assignment

The Buyer shall not assign, in whole or in part, its obligations to perform under the Order, except with the Seller's prior written consent.

14.0 Delays in the Buyers taking delivery of the Pulp wood:

- 14.1 Lifting of the Goods and performance of the Services shall be made by the Buyer in accordance with the time schedule specified in the Order.
- 14.2 If at any time during performance of the Order, the Buyer or its sub-contractor(s) should encounter conditions impeding timely lifting of the Goods and performance of Services, the Buyer shall promptly notify the Seller in writing of the fact of the delay, its likely duration and its cause(s). As soon as receipt of the Buyers notice, the Seller shall evaluate the situation and may, at its discretion, extend the Buyers's time for performance with or without liquidated damages, in which case the extension shall ratified by the parties by amendment of the Order.
- 14.3 Except as provided under Clause Force Majeure, a delay by the Buyer in the performance of its lifting obligations shall render the Buyer liable to the imposition of liquidated damages pursuant to Liquidated Damages Clause, unless an extension of time is agreed upon pursuant to Delay in Buyers performance Clause without the application of liquidated damages.

15.0 Liquidated Damages:

Subject to "Clause Force Majeure", if the Buyer fails to lift the scheduled material or to perform the Services within the period(s) specified in the Order, the Seller shall, without prejudice to its other remedies under the Order,

- a. deduct from the Order Price, as liquidated damages, a sum equivalent to 0.5% of the unlifted material price for each week or part thereof of delay until actual delivery or performance,.

and / or

- b. Seller may sell the material to alternative parties and debit the difference in cost from buyers account.

16.0 Termination for Default

- 16.1 The Buyer may, without prejudice to any other remedy for breach of Order, by written notice of default sent to the Seller, terminate the Order in whole or part:
- a) If the Buyer fails to lift the material within the period(s) specified in the Order or within any extension thereof granted by the Buyer pursuant to Clause "Delay in suppliers performance"; or
- b) If the Buyer fails to perform any other obligation(s) under the Order.
- c) If the Buyer, in the judgment of the Seller has engaged in corrupt or fraudulent practices in competing for or in executing the Order.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selling process or in Order execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selling process or the execution of a Order to the detriment of the Buyer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Buyer of the benefits of free and open competition.”

- 16.2 In the event the Seller terminates the Order in whole or in part, pursuant to this clause, the Seller may sell the material , upon such terms and in such manner as it deems appropriate, Pulp wood similar to those not lifted, and the Buyer shall be liable to the Seller for any excess costs. However, the Buyer shall continue the performance of the Order to the extent not terminated.

17.0 Force Majeure

- 17.1 Notwithstanding the provisions of Clauses “Delay in this Buyers performance”, “Liquidated Damages” & “Termination for Default”, the Buyer shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if to the extent that, its delay in performance or other failure to perform its obligations under the Order is the result of an event of Force Majeure.
- 17.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Buyer and not involving the Buyer’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Seller either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Buyer shall promptly notify the Seller in writing of such conditions and the cause thereof. Unless otherwise directed by the Seller in writing, the Buyer shall continue to perform its obligations under the Order as far as is reasonably practical, and shall all reasonable alternative means for performance not prevented by the Force Majeure event.

18.0 Termination for Convenience

- 18.1 The Seller, by written notice sent to the Buyer, may terminate the Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Seller’s convenience, the extent to which performance of the Buyer under the Order is terminated, and the date upon which such termination becomes effective.

19.0 Settlement of Disputes

- 19.1 The Buyer and the Seller shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising them under or in connection with the Order.
- 19.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Buyer or the Seller may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 19.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by

arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Order.

- 19.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in this clause.
- 19.5 Notwithstanding any reference to arbitration herein,
- a) the parties shall continue to perform their respective obligations under the Order unless they otherwise agree; and
 - b) the Buyer shall pay the Seller any money due the Seller.
- 19.6 The dispute settlement mechanism to be applied pursuant to this Clause shall be as follows:
- a) Any dispute or difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rule.
 - b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expense of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

20.0 Limitation of Liability

Except in case of criminal negligence or willful misconduct, ”.

- a) the Buyer shall not be liable to the Seller, whether in Order, tort or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this execution shall not apply to any obligation of the Seller to pay liquidated damages to the Buyer; and
- b) The aggregate liability of the Buyer to the Seller, whether under the Order, in tort or otherwise, shall not exceed the total Order Price.

21.0 Governing Language

All correspondence and other documents pertaining to the Order, which the parties exchange, shall be written in the same language(English)

22.0 Applicable Law

The Order shall be interpreted in accordance with the laws of the Union of India.

23.0 Notices

Any notice given by one party to the other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified below:

For the purpose of all notices, the following shall be address of the Seller and Buyer:

Seller: The AGM (Materials) i/c
The Mysore Paper Mills Ltd.,
Paper Town, P.O.
Bhadravati-577302, Karnataka State.
Phone: 08282-271897 / Fax : 08282 – 270937
E-mail: mpmpurchase@gmail.com

Buyer: M/s xxxxxxxx

24.0 Taxes and Duties

Buyers shall bear and be entirely responsible for all taxes, Forest Development Fee, duties, license fees, Permits/ Road Permits etc., incurred until delivery of the sold Goods to the Buyer. Any new taxes if levied by Government during contract period shall be passed on to the buyer at the rates applicable. The buyer shall produce copies of any exemptions granted to them. No exemptions shall be allowed unless the relevant documents are produced at the time of billing. The service tax for transportation shall be borne by the buyer.

25.0 Progress of Supply :

Buyer shall regularly intimate progress of lifting the material, in writing to the Seller as under :

- Quantity lifted / transported to consignees and date
- Date of completion of entire order
- Date of payment of entire payment under the order

26.0 Buyer's Obligations:

- 26.1 The Buyer is obliged to work closely with the Seller's Staff, Act within its own authority and abide by directives issued by the Seller.
- 27.2 The Buyer will abide by the job safety measures prevalent in India and will free the Seller from all demands or responsibilities' arising from accidents or loss off life the cause of which is the Buyer's negligence. The Buyer will pay all indemnities arising from such incidents and will not hold the Seller responsible or obligated.
- 27.3 The Buyer is responsible for managing the activities of its personnel or sub-Ordered personnel and will hold itself responsible for any misdemeanors.
- 27.4 The responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Seller.

27.0 Jurisdiction :

For any disputes the courts at Bengaluru shall have the jurisdiction.

28.0 Statutory & Safety requirements:

- 28.1 Buyer shall arrange to take necessary precautions in arranging loading and transportation of the above materials as per the rules and regulations of Indian Explosive Act.
- 28.2 Buyer shall arrange to see that the materials are properly loaded and covered as per the Safety Regulations.

29.0 OTHER CONDITIONS:

- 29.1 No material other than the specified pulp wood shall be loaded on the vehicles by the buyers.
- 29.2 Loading shall be done in presence of the Sellers representative.
- 29.3 Smoking is prohibited in the Mills.
- 29.4 The MPM will not be responsible for any loss/damage caused to the Buyers men or property while engaged in above Sale Disposal activities.
- 29.5 Any losses or damages caused to the MPM during Sale Disposal activities will be chargeable to the Buyer. The Sale Disposal of the subject materials sold is on ' AS IS WHERE IS' basis. If the Buyer wishes to clean/dust out he may do at his own cost.
- 29.6 Care should be taken to see that the surrounding equipment buildings etc., are not damaged and in case of loss or damages, the cost shall be borne by the Buyer.
- 29.7 The Buyer shall ensure that laborer employed by him are confined to the working spot allotted to them and any accident to his employees while on duty, Buyer shall be fully responsible and Mysore Paper Mill will not responsible for the same. Necessary insurance will have to be taken by the Buyer.
- 29.8 The Buyer shall be personally liable towards statutory obligations including any insurance for their workmen, in respect of the laborers engaged by him in due performance of the Purchase activities.
- 29.9 The Buyer shall obtain necessary passes from the Security Officer for his worker or employees.
- 29.10 The Buyer shall furnish the list of workers engaged by him in the factory premises (including addition or deletion to the list) for his purchase activities to the Indl. Relations Officer.
- 29.11 The Entry/Exit of the Buyer's employees/workers shall be only as per the direction of the Reporting Authority and against permit issued. The physical checking of personnel as necessary shall be done while leaving work places.
- 29.12 The Collection and removal of the above said materials has to be arranged to the satisfaction of Reporting Authority.
- 29.13 Any materials brought by the Buyer should be registered in the Security Office before the same is being brought inside the Mills.
- 29.14 All safety precautions should be followed while executing the sale disposal order.

- 29.15 The Buyer should remove the material as per the instructions of Reporting authority and keep the places clean and tidy failing which suitable penalty would be levied at the discretion of the Reporting Authority.
- 29.16 Any injury or injuries to MPM personnel caused by the Buyer or his men, the Buyer will be held responsible and all the expenditure towards the treatment of such injured employee shall be to the account of the Buyer.
- 29.17 The Buyer shall not remove any materials other than what is specified in the Sale Order.
- 29.18 Sale Disposal order does not give the entire right over the material to the Buyer. The owner will have right to keep any material with them.
- 29.19 The Buyer shall not employ any labour below 18 years of age and above 60 years.
- 29.20 The Buyer will have to make his own arrangement at his own cost for Loading and Transportation of the materials from MPM site. The truck driver who enter our Mills Gate should possess valid driving License and Valid Emission Certificate.

Sd/-
Asst. General Manager (Matls) i/c

SECTION III

Earnest Money Deposit / Bank Guarantee Form

(To be executed on Rs. 200/- stamp paper)

Whereas..... hereinafter called "the Tenderer")has submitted its tender dated.....(date of submission of tender) for the purchase of.....(name and / or description of the goods) (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE.....(name of bank) of.....(name of country),having our registered office at.....(address of bank) (hereinafter called "the Bank"), are bound unto THE MYSORE PAPER MILLS LTD.,(name of Seller) (hereinafter called "the Supplier") in the sum of.....for which payment well and truly to be made to the said Supplier, 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 obligations are:

1. If the Tenderer
 - a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender form or
 - b) does not accept the correction of errors in accordance with the ITT; or
2. If the Tenderer, having been notified of the acceptance of its tender by the Seller during the period of tender 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 Instruction to Tenderers;

We undertake to pay the Supplier up to the above amount upon receipt of its first written demand, without the Supplier having to substantiate its demand, provided that in its demand the Supplier will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including forty-five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date. This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later that the above date.

Name of Tenderer

(Signature of the Bank)

SECTION IV

Performance Security Bank Guarantee Form
(To be executed on Rs. 200/- stamp paper)

To _____(Name of Seller)

WHEREAS.....(Name of Purchaser)

hereinafter called "the Purchaser" has undertaken, in pursuance of Sale Disposal Order No.dated.....20 to purchase(Description of Goods and Services) hereinafter called "the contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Purchaser shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Purchaser's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Purchaser a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Purchaser, 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 Purchaser to be in default under the contract and without cavil or argument, any sum or sums within the limit 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.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

Date.....20.....

Address:.....