



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Joint Venture Company of GAIL (India) Ltd, OIL, NRL & Govt. of Assam]

PART – A REQUEST FOR QUOTATION (RFQ)

Ref.: BCPL/DIB/C&P/2011/C/003/SD

20/05/2011

SUB: - Supply & Installation of 19 nos. of Mobile radio Communication device (Walkie Talkie) for BCPL Project Site, Lepetkata Dibrugarh.

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system along with requisite Earnest Money Deposit (EMD) for the supply & installation of Mobile radio Communication device (Walkie Talkie) as per Annexure - II at BCPL - Dibrugarh, as detailed below in complete accordance with enclosed tender document:

- | | | |
|------|---|--|
| i) | Last date and time for submission of tender | : 10/06/2011 at 14.30 hrs. |
| ii) | Date and time for opening of bids | : 10/06/2011 at 15.00 hrs. |
| iii) | Earnest Money Deposit (EMD) | : ₹. 18,500.00/- |
| iv) | Place of submission of tender | : OFFICE OF THE SR. MANAGER (C&P)
GROUND FLOOR, C&P DEPARTMENT
MAIN FIRE STATION BUILDING
GROUND FLOOR, PO - BARBARUAH
DIBRUGARH-786007, ASSAM |

Contd. P2

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PART – A

Offers should be submitted separately in two parts in sealed envelopes super scribed with the tender no., due date, item and nature of offer (Un-priced / Priced).

PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.**

PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure – V).

The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.

Tender through Fax / Telex / Telegram / e-mail shall not be considered.

PRICE BASIS:

FOR, DESTINATION,

DELIVERY/COMPLETION SCHEDULE:

MATERIALS SHALL BE DELIVERED & INSTALLED WITHIN 04 WEEKS FROM THE DATE OF ORDER.

VALIDITY PERIOD OF OFFER:

The period of **validity of the quotations** should **not be less than 120 days** from the opening date. Quotations with less validity are likely to be ignored.

VAT / CST NO.:

Bidder must have valid sales tax registration no. and same should be indicated in the quotation.

CONSIGNEE ADDRESS:

BRAHMAPUTRA CRACKER & POLYMER LTD.
OFFICE OF THE SR. MANAGER (C&P)
MAIN FIRE STATION BUILDING
GROUND FLOOR, PO – LEPETKATA
DIBRUGARH-786006, ASSAM

TERMS OF PAYMENT:

100% PAYMENTS SHALL BE MADE WITHIN 30 DAYS AFTER RECEIPT & SUCCESSFUL INSTALLATION.

PRICE REDUCTION SCHEDULE (PRS):

PRICE REDUCTION @0.5% OF THE VALUE OF UNDELIVERED QUANTITY PER WEEK SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE EXCLUDING TAXES AND DUTIES.

BID EVALUATION CRITERIA (BEC):

TECHNICAL:

The bidder must have experience in supplying mobile radio communication device (Walkie Talkie) during the last 07 years, out of which the bidder must have executed at least one similar supply having the minimum value of ₹. 4.20 Lac. Client certificate towards execution of Jobs as well as Copy of the order should be furnished along with Un-Priced Offer.

COMMERCIAL:

- i) Bidder must have valid sales tax registration no. and same should be indicated in the quotation.
- ii) Warranty should be minimum 01 years from the date of installation.
- iii) Entry Tax (present applicable rate is 4%) for outside bidders of Assam shall be applicable if the bidders do not have valid VAT - TIN Registration under Assam VAT Act 2003 and accordingly the same shall be loaded during evaluation of bids. Alternatively, the bidders can give their consent to deduct the entry tax from their bills at source.

FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

LATE BIDS:

Any bid received by the OWNER after the bid due date and time prescribed in the Tender Document shall be rejected.

Telegraphic / Tele Fax / E-Mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

OPENING OF PRICE BIDS:

The price bids of the substantially responsive bidders will be opened later. The price bids of those bidders determined to be not substantially responsive will be rejected.

AWARD CRITERIA:

The OWNER will award the contract to the successful bidder whose bid has been determined to be the lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

SECURITY DEPOSIT:

Security deposit will be 10% of the order value in case the basic order value exceeds ₹.2, 00,000.00/- in a single order. You have to furnish a PBG (format enclosed) within 15 days from the date of issuance of order either in the form of demand draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, the performance guarantee shall be valid for 3 months beyond the date of expiry of Warranty/Guarantee period. The bank guarantee will be discharged by BCPL not later than 6 months from the date of expiration of sellers' entire obligation, under the contract.

OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The OWNER reserves the right at the time of award of contract to increase or decrease the quantity specified in the scope (in respect of each item of scope), without any change in unit price and other terms & conditions.

OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

OWNER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the OWNER'S action.

JURISDICTION OF COURT:

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

FORCE MAJEURE

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply.

For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

General Conditions of Contract: GENERAL PURCHASE CONDITIONS

1. Consignee: Brahmaputra Cracker and Polymer Ltd. (BCPL), Dibrugarh
2. Your quotation should be submitted in a **sealed cover duly super scribing the tender no. and due date** and should reach at BCPL – Dibrugarh Office before 14:30 hrs. on or before the due date of opening, failing which your offer will not be considered.
3. Earnest Money Deposit (EMD): ₹. 18,500.00/-
4. Your rates should clearly specify whether ED, VAT, Central Sales Tax, Service Tax etc. is applicable and if so, the rate must be specified. If this information is not given, your rates will be taken as inclusive of all taxes. Implication of packing and forwarding charges, freight charges if any should be specified clearly.
5. Rate should be given accordingly to our description.
6. Quotation will be opened on the date mentioned overleaf at 15.00 hrs. Interested bidders may attend at the time of opening of bids.
7. The period of **validity of the quotations** should be mentioned and it should **not be less than 120 days** from the opening date. Quotations with less validity is likely to be ignored.
8. The required quantities are liable to change.
9. Price Reduction Schedule for Delayed Delivery: Price Reduction @0.5% of the value of undelivered quantity per week subject to a maximum (ceiling) of 5% of total order value will be applicable. The value referred in PRS clause excluding Taxes & Duties.
10. Quotation received late by post or other means are liable to be rejected.

PART – A

11. When stores are rejected by the consignee will intimate to the supplier with the details of such rejected stores as well as the reason for their rejections and that the stores will be lying at the consignee's premises at the risk and cost of the supplier. He will also call upon either to remove the stores or to give instructions as to their disposal within 14 days and in the case of dangerous / infested and perishable stores within 18 hrs failing which the consignee will either return the stores to the supplier on freight to pay on otherwise dispose of them at the suppliers risk and cost. The consignee will also intimate the concerned person of Finance Dept., quantity or the stores so rejected to enable him to recover the freight due, at the full public tariff rates from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @5% of the stores for each month or part of a month till the rejected stores are finally disposed off.
12. Quotation must be submitted in duplicate, single quotations are likely to be ignored.
13. Offer or modifications of offer after the opening date will not be considered and in normal case, no price negotiations will be held with tenderers.
14. Suppliers should indicate VAT / CST registration no. in the quotation.
11. It should be noted that if a contract as placed on a higher tenderer as a result of this tender in preference to the lowest acceptable offer, in consideration of an earlier delivery, the contractor will be liable to pay to BCPL the difference between the contract rate and the rate quoted by the lowest acceptable tenderer in case he fails to complete the supply in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to other rights under terms of contract.
12. Payment terms: Payments will be made through cheque only.
13. Transit insurance shall be arranged by Seller. The material shall be suitably packed so that no transit damage occurs.

ENCLOSURE:

- a) ANNEXURE – I (SILENT FEATURES {Page No. 6}).
- b) ANNEXURE – II (SPECIFICATION {Page No. 7 – 8} & NON-QUOTE SOR {Page-9}).
- c) ANNEXURE – III (BIDDER FACET {Page No. 10} & CHECK LIST {Page No. 11}).
- d) ANNEXURE – IV (CONSENT LETTER {Page No. 12}).
- e) ANNEXURE –V (SCHEDULE OF RATE {Page No. 14}).
- f) PBG FORMAT.

In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914611 / email – samrat2dutta@yahoo.co.in latest by 31.05.2011. Corrigendum/addendum incorporating the clarifications, if any, will be issued to the bidder 02.06.2011.

THANKS & REGARDS,

FOR, BRAHMAPUTRA CRACKER AND POLYMER LTD.,

**(SAMRAT DUTTA)
Sr. OFFICER (C&P)**

OTHER SILENT FEATURES:

- 1) Obtaining VHF frequency allocation and operating licenses in the name of Brahmaputra Cracker and Polymer Ltd. for 19 Nos. of intrinsically safe VHF mobile radio devices shall be the sole responsibility of the bidder.
- 2) Any NOCs/clearances to be obtained shall be in the scope of the bidder.
- 3) The Bidder shall provide 1 day onsite training on how to operate the devices.
- 4) Configuration of the radio devices will be done by the bidder.
- 5) All the necessary accessories to be supplied by the bidder.
- 6) The Walkie Talkie sets shall be guaranteed/warranted for a period of 12 months (on site) from the date of acceptance of the units by BCPL.
- 7) The bidder should provide a single point of contact for resolution of any unit related issue.

Specifications for Mobile Radio Communication Devices (Walkie Talkies)	
Item	Intrinsically safe VHF Walkie Talkies Handset
General	
Display	LCD Display
Channel Capacity	160 (Minimum)
Frequency Range	136-174 MHz/403-407 MHz/450-512 MHz
Power Supply	7.5V Nominal
Battery Backup	12 hrs or better(Intrinsically safe Rechargeable Battery)
Mode of Operation	Simplex/Duplex
Each set should have independent single unit rapid battery charger with indicator	
Each set should have belt clip facility	
Emergency feature (Siren)	
Battery strength indicator	
Advance scan capability	
User manual in English and MIL STD should be present with the set	
The walkie talkie set should be rugged with polycarbonate or die cast Aluminum case	
The walkie talkie set should be certified as Intrinsically Safe for their operation in Class-I, Division-1 & Group-D classified Areas. Such certification should be issued by FMRC/DNV/UL or any other internationally recognized agency, authorized to certify field performance and conditions of equipment material and services.	
Receiver	
Frequencies	136-174 MHz/403-407 MHz/450-512 MHz(as per requirement)
Channel Spacing	12.5 Khz/25kHz
Receiver Sensitivity	0.25 micro volt for 12 db SINAD or better
Frequency Stability	5PPM or better
Squelch	Adjustable(variable)
Spurious Response	70dB or better
Antenna	Flexible Helical Antenna
Selectivity	70 db or better
Audio Power Output	500 mW or better
Impedance	Typically 50 Ohm
Transmitter	
Frequencies	136-174 MHz/403-407 MHz/450-512 MHz(as per requirement)
Channel Spacing	12.5 Khz/25kHz
	Minimum Channels: Minimum six channels. All should be programmable channels (synthesized). Actual Channels/frequencies to be programmed will be intimated at the time of delivery. Local Service Centre of the supplier should be equipped to provide Channel programming support, initially at no cost basis.
Power output	
High power	5W with power reduction facility
Low power	1W
Modulation Limiting	+/- 2.5kHz @12.5kHz

	+/- 5.0kHz @25kHz
FM Hum and Noise	-40 dB @ 12.5kHz
	-45 dB @ 25kHz
Modulation Distortion	<=3%
GPS	
Accuracy specs are for long-term tracking (>5 satellites visible at a nominal-130dB signal strength)	
TTF (Time to first fix) cold start	<1 min
TTF (Time to first fix) hot start	<10 sec
Horizontal accuracy	<10 mtrs
Environmental Specification	
Operating Temperature	-30 degree C/+ 60 degree C or better
Storage Temperature	-40 degree C/+ 85 degree C
Water Intrusion	IEC 60529-IP 57
Relative Humidity	92% or better
The walkie talkie set should be tested for impact test to ensure its operation even after accidental drop. The certification of authorized agency to that effect is desirable.	
Guarantee/Warranty	
The walkie talkie sets shall be guaranteed/warranted for a period of 12 months (On BCPL site) from the date of acceptance of the units.	
Special Condition	
Frequency Licenses: The necessary frequency licenses will be acquired from the Wireless Planning and Coordination Wing, Ministry of Communications and Information Technology, Department of Telecommunications, Govt. of India, through the vendor in BCPL's name.	
Battery packs: Rechargeable NiCd/NiMH battery Fittable in walkie talkie unit, with minimum capacity of 1200 mAh or better. Battery should also be Intrinsically safe type	
Accessories: Each Walkie talkie set should be Supplied with at least following items :- -Helical Antenna - Leather Carrying Case -Intrinsically Safe battery pack -Belt dip -Instruction and Operation Manual along with each set.	
Battery Charger : Battery Charger should operate on 220V-250V/50HZ frequency. The charger should be suitable to charge single unit of intrinsically safe battery packs in rapid rate charging mode. The charging should not take more than 150 minutes	
Spare Battery Pack Battery packs: Rechargeable NiCd/NiMH battery fittable in walkie talkie unit; with minimum capacity of 1200mAh or better. Batter should also be Intrinsically safe type. Battery Charger Battery Charger: Battery Charger should operate on 220V-250V/50HZ frequency. The charger should be suitable to charge single unit of intrinsically safe battery packs in rapid rate charging mode. The charging should not take more than 150 minutes	

SCHEDULE OF RATE (SOR)

SL. NO.	DESCRIPTION	QTY	UNIT PRICE IN ₹.	CST@5%	FREIGHT	SERVICE TAX @ 10.36%	TOTAL UNIT PRICE (₹.)	EXTENDED PRICE IN ₹.
1.	INTRINSICALLY SAFE VHF MOBILE RADIO DEVICES	19	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE
2.	LICENCE FEES	2						
3.	INSTALLATION CHARGE	One Time						
TOTAL(INCLUSIVE OF ALL TAXES AND DUTIES)								DO NOT QUOTE HERE

N.B:

- 1) Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc on FOT site basis.
- 2) Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.
- 3) Bidder should bare fare charges (to & fro) during visit at BCPL site at the time of installation.
- 4) Bidder has to make necessary arrangement for lodging & local convenience at their end for the deputed personal.

SIGNATURE OF THE BIDDER

BIDDER FACET

A) We intend to bid as requested for the subject item/work and furnish following details with respect to our quoting office:

(i) Postal Address :
.....
.....

(ii) Telephone Number :

(iii) Telefax Number :

(iv) Contact Person :

(v) E-mail Address :

B) Details of Contact person:

(i) Postal Address :
.....
.....

(ii) Telephone Number :

(iii) Fax Number :

(iv) Contact Person :

(v) E-mail Address :

CHECK LIST

Bidders are requested to confirm whether they have submitted the following documents along with the bid:-

SL. NO.	WHETHER THE FOLLOWING DOCUMENTS HAVE BEEN SUBMITTED	CONFIRMATION YES / NO
01.	Complete documents duly signed and stamped on each page	
02.	Bidder must have valid sales tax registration no. and same should be indicated in the quotation.	
03.	Validity of offer for 120 days from the date of opening.	
04.	Confirmation of quoting firm prices till validity period of offers.	
05.	Confirmation of filling bidders facet at Annexure - III	
06.	Confirmation regarding consent letter at Annexure-IV duly signed and stamped. (Applicable only in case of bidders outside ASSAM)	
07.	<p>Confirmation of Submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscripted with the Tender No., due date, item and nature of offers (Un-priced/Priced):-</p> <p>PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.</p> <p>PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure –V).</p> <p>The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.</p>	

Signature:

Name:

Seal:

CONSENT LETTER

(Applicable for outside bidders of Assam and to be submitted along with un- Priced bid)

To,

Sr. Officer (C&P)
Brahmaputra Cracker & Polymer Ltd.
Main Fire Station Building
Ground Floor, P.O. Lepetkata,
Dibrugarh - 786 006, Assam

SUBJECT: Deduction for Entry Tax at source

Dear Sir,

We hereby confirm that, entry tax as applicable shall be deducted at source from our bills as we do not have valid VAT - TIN Registration under Assam VAT Act 2003. Accordingly, M/s. BCPL has to provide Road Permit at the time of dispatch of materials.

(Signature of the bidder)

PART - B

PRICE BID

ANNEXURE –V

SCHEDULE OF RATE (SOR)

SL. NO.	DESCRIPTION	QTY	UNIT PRICE IN ₹.	CST@5%	FREIGHT	SERVICE TAX @ 10.36%	TOTAL UNIT PRICE(₹)	EXTENDED PRICE IN ₹.
1.	INTRINSICALLY SAFE VHF MOBILE RADIO DEVICES	19						
2.	LICENCE FEES	2						
3.	INSTALLATION CHARGE	One Time						
TOTAL(INCLUSIVE OF ALL TAXES AND DUTIES)								

N.B:

- 1) Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc on FOT site basis.
- 2) Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.
- 3) Bidder should bare fare charges (to & fro) during visit at BCPL site at the time of installation.
- 4) Bidder has to make necessary arrangement for lodging & local convenience at their end for the deputed personal.

SIGNATURE OF THE BIDDER

**CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

Ref.:

Bank Guarantee No.:

Date:

To,

Brahmaputra Cracker & Polymer Limited
Dibrugarh, Assam. INDIA

Dear Sirs,

In consideration of the Brahmaputra Cracker & Polymer Limited (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s _____ having principal office at _____ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply by issue of OWNER / PURCHASER's Purchase Order No. _____ dated _____ and the same having been accepted by the Seller resulting into CONTRACT for supplies of materials/equipments as per above referred Purchase Order having a total value of ₹. _____ for the complete supply of materials/equipments and the SELLERS having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract and warranty quality _____ to Owner/Purchaser.

We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER/PURCHASER on demand any and all moneys payable by the Seller to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to _____ without a reference to the SELLER.

Any such demand made by OWNER/PURCHASER on bank shall be inclusive and binding notwithstanding any difference between OWNER/PURCHASE and SELLER discharges this guarantee. OWNER/PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT, OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or

thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to ₹. / US\$ / EURO _____ (₹. / US DOLLAR / EURO _____) AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.

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

This guarantee is valid until the _____ day of _____ 20__

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 20__

WITNESS:

(SIGNATURE)
NAME

(SIGNATURE)
NAME
BANK RUBBER STAMP

(NAME)

(OFFICIAL SEAL)

Designation with bank stamp
Plus Attorney as per Power
Of Attorney/Resolution Board of
Directors

Date: