

HMT (INTERNATIONAL) LIMITED
(OPEN TENDER)

BID DOCUMENTS FOR:

**APPOINTMENT OF SINGLE CUSTOM HOUSE AGENT AT NHAVA SHEVA
PORT, MUMBAI FOR CLEARING & FORWARDING ACTIVITIES FOR
PROJECT SHIPMENTS TO PORT DE DAKAR, SENEGAL BY SEA**

**TENDER NO: HMTI/SHP/CHA/14 DTD. 24.12.2022
BID CLOSING DATE: 09.01.2023 TIME 09.30 HRS
BID OPENING DATE: 09.01.2023 TIME 10.00 HRS
PLACE: HMT(I) BOARD ROOM, HMT BHAVAN
NO. 59, BELLARY ROAD, BANGALORE**

The Tender document issued against payment of Rs 2,500.00 (Rupees Two Thousand Five Hundred only) in the form of Digital Transfer/Demand Draft towards cost of tender document. The Bidder who choose to download tender document from website / CPPP portal must submit the proof towards cost of the Tender document along with Technical bids in Envelope-I. However, the bidders registered with NSIC/MSME will be exempted from payment of Tender cost and EMD on submission of Valid Registration Certificate. Tender fee & EMD in the form of Cheque/Bank Guarantee is not allowed.

ATTENTION

1. Only sealed Tenders shall be entertained. All joints of envelope should be sealed with wax or with cello tape to ensure tamper proof.
2. Tenders not sealed shall be rejected. Do not use window envelope.
- 3. Super scribe Tender No., Date, Submission date and Bidder address on the top of envelope.**
4. The Bidder may depute their authorized representative to witness the tender opening for both Technical and Commercial bids

INDEX

SECTION I: INVITATION FOR BIDS(IFB)

1. Invitation
2. Contact Information
3. Two Bid System
4. Date of submission of bids and opening of the bid

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Definitions and Interpretation
2. Location for the Services to be rendered
3. Criteria for pre qualification of Bidder
4. Period of Validity of Bids
5. Earnest Money Deposit
6. Deadlines for submission of bids
7. Opening of Bids by HMT(I)
8. Comparison of Bids
9. Award Criteria
10. HMT(I) right to amend scope of work
11. Corrupt & fraudulent practices
12. Interpretation of the clauses in the tender document
13. General

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices
2. Payment Terms
3. Period of contract
4. Performance Bank guarantee
5. Jurisdiction
6. Force Majeure
7. Arbitration

SECTION IV: COMMERCIAL

Price Schedule: Annexure – 1

SECTION I - INVITATION FOR BIDS (IFB)

1.HMT(International) Ltd, [HMT(I)] Bangalore invites sealed bids from eligible bidders for **Appointment of Single Custom House Agent at Nhava Sheva Port, Mumbai for Clearing and Forwarding activities for Project Shipments to Port De Dakar, Senegal**

Place of Delivery : PORT DE DAKAR, SENEGAL

The Agent quoting should have their office at Mumbai and activities at the respective port.

Shipment planned from: 12.01.2023 to 31.07.2023

2. Contact information:

Manager (Commercial)
HMT (International) Limited,
59, Bellary Road, Bangalore-560032, INDIA
Tel No.: 080- 23339060 Extn. 304
Mobile: 9111122275
Fax No.: 080- 23339048
E-mail: commercial@hmti.co.in

3. Two bid System:

The two bid system will be followed. The bidder must submit his offer in two separate sealed envelopes as explained below:

ENVELOPE I : TECHNICAL BID – marked “PART I – TECHNICAL BID”

ENVELOPE II : PRICE BID – marked “PART II – PRICE BID”

Offer in the prescribed forms Section – IV, Annexure 1 should be submitted.

Envelope I: “Technical Bid”: This sealed envelope shall contain all the copies of technical bids. This envelope shall be clearly **marked “Part I - Technical bid”**, indicating Tender No. and closing date & time, and bidder address duly filled.

The envelope-I should be duly sealed on all joints with wax or Cello tape to ensure tamper proof.

This part shall include / indicate the following :

- a. Demand Draft for Rs.2,500/- (Rupees Two Thousand five hundred only) in favour of HMT (International) Ltd. payable at Bangalore towards Tender Fee. However, the bidders registered with NSIC/ MSME will be exempted from payment of EMD on submission of Valid Registration Certificate.
- b. The Bidder shall submit Earnest Money Deposit of Rs.1,04,000 in the form of Digital Transfer / Demand Draft drawn in favour of HMT (International) Limited payable at Bangalore along with the Technical Bid. EMD in the form of Cheque / Bank Guarantee is not allowed. However, the bidders registered with NSIC / MSME will be exempted from payment of EMD on submission of Valid Registration Certificate.

- c. Duly filled Technical bid with proper seal and signature of the authorized person on each page of the bid submitted as per “**Enclosure – I to Technical Bid**”
- d. Vendor Appraisal form – “**Enclosure – II to Technical Bid**” duly filled to be enclosed
- e. Vendor Registration form – “**Enclosure – III to Technical Bid**” duly filled to be enclosed
- f. Copy of ISO-9001 Certificate, if applicable
- g. Bids shall be valid for a minimum period of 90 days from the last date of submission.
- h. Satisfactory performance certificate from 2 reputed customers during the last two years to be enclosed.
- i. **No where the prices should appear in Technical Bid.**

NON-SUBMISSION OF ANY ONE OR MORE OF ABOVE DOCUMENTS IS LIABLE FOR REJECTION .

Envelope II : “Price Bid”: This sealed envelope shall contain price details. This envelope shall be clearly marked “**Part II - Price bid**”, indicating Tender No. & Date, closing date & time and Bidder address.

The envelope – II should be duly sealed on all joints with wax or cello tape to ensure tamper proof.

- ❖ Prices should be offered in Indian Rupees with break up of price as required in Section IV; (**No Quotes to be stated at actual. Value should be furnished without fail.**)
- ❖ Annexure -1 The prices quoted shall be firm and not subject to any change.
- ❖ The terms of payment for services will be as indicated under clause 2 in Section-III –. Special conditions of the Contract. The bidder has to accept these payment terms or to indicate their payment terms. and suitable loading will be done on the quoted prices for comparison purposes.
- ❖ The bidder should quote their lowest possible price.

4. Date of submission of bids and opening of the bid:

- ❖ The envelope shall be duly sealed on all joints with wax or cello tape, “superscribing” Tender No. & Date, closing date & time, opening date & time and Bidder address.
- ❖ The envelopes which are not sealed with wax or cello tape will be rejected straightaway/ summarily.
- ❖ The sealed bids should be dropped in the tender box provided in the HMT(I) office and ensure delivery on or before 09.01.2022 **09.30 hrs** (IST) on the closing date. Late offers will not be considered.
- ❖ Last date for submission of bids **09.01.2023 up to 09.30 hrs.**
- ❖ Bids will be opened on **09.01.2023 at 10.00 hrs.** in the Board room of HMT(I) office, Bangalore.

END OF SECTION I

SECTION II - INSTRUCTIONS TO BIDDERS (ITB)

1 **Definitions and Interpretation:**

The "HMT(I)" / "BUYER" means: HMT(International) Limited, No.59, Bellary Road, Bangalore-560 032.
The "Customs House Agent" means any Company to whom the contract is awarded.

2 **Location for the services to be rendered : NHAVA SHEVA PORT, MUMBAI**

3 **Criteria for pre-qualification of Bidder:**

The Bidder shall satisfy the following pre- qualification criteria:

The Bidder shall provide satisfactory evidence acceptable to HMT(I) to show that:

- 3.1 **The Bidder should have their own valid CHA Licence at Nhava Sheva Port, Mumbai – Valid CHA Licence copy OR ICEGATE WEBSITE Printout to be provided.**
- 3.2 **The Bidder should have average annual turnover of Rs.2 Crores during the last three years**
- 3.3 **The Bidder should have their own office at the enquired port i.e Nhava Sheva.**
- 3.4 **The Bidder should have minimum 10 years of experience in Customs Clearance, Handling & Forwarding activities.**
- 3.5 **Satisfactory certificate from any two reputed clients.**

4 **Period of validity of bids :**

- 4.1 Bids shall be valid for a minimum period of 90 days from Tender closing date. A bid valid for a shorter period shall stand rejected.
- 4.2 HMT(I) may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

5 **Earnest Money Deposit**

- 5.1 The Bidder shall submit Earnest Money Deposit of Rs.1,04,000 in the form of Digital Transfer / Demand Draft drawn in favour of HMT (International) Limited payable at Bangalore.However, the bidders registered with NSIC/ MSME will be exempted from payment of EMD on submission of Valid Registration Certificate.
- 5.2 The Earnest Money Deposit shall remain deposited with the HMT(I) for the period of 90 (ninety) days from the date of opening of tenders. If the validity of the offer is extended, the EMD shall remain with HMT(I).
- 5.3 No interest will be payable by HMT(I) on the Earnest Money Deposit.
- 5.4 The Earnest Money deposited is liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity of his offer.
- 5.5 The Earnest Money Deposit of the successful bidder will be returned after the P.O. is released on successful Bidder and duly accepted and on submission of Performance Guarantee.
- 5.6 If the successful Bidder fails to furnish a contract performance guarantee, then the earnest money shall be liable to be forfeited.
- 5.7 The Earnest Money Deposit of all unsuccessful Bidders will be returned to the bidder by HMT(I) after finalization of contract with the successful bidder.
- 5.8 If Earnest Money for amount as stipulated in clause 3(b) is not enclosed in the Technical documents in Envelope –I, the bid will be rejected.

6 Deadlines for submission of bids:

Bids must be received by HMT(I) before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for HMT(I), the bid-closing deadline will stand extended to the next working day up to the same time.

- 6.1 HMT(I) may extend this deadline for submission of bids by amending the bid documents and same shall be suitably notified.
- 6.2 Any bid inadvertently received by HMT(I) after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

7 Opening of bids by HMT(I) :

- 7.1 The technical bids will be evaluated to shortlist the eligible bidders.
- 7.2 Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in Clause 3 will be informed about the date and time of the opening of the price bid.
- 7.3 HMT(I) will open price bids of only the technically accepted bids, in the presence of the bidder / their authorized representative who attend the bid opening.
- 7.4 The bidder's authorized representative may attend the bid opening and shall sign an attendance register as a proof of having attended the bid opening.
- 7.5 The bidder's name, bid prices and such other details considered as appropriate by HMT(I), will be announced at the time of opening of the price bids.

8 Comparison of Bids:

Short listed Technical bids shall be considered for commercial evaluation for finalization of contracts:

- **Annexure – 1: EXPORT CLEARANCE - SEA SHIPMENT**
- **Evaluation will be done considering both Clearing & Forwarding charges.**

It may please be noted that:

- (i) 30 days Free Storage at Mumbai CFS required for consolidation purpose.*
- (ii) A minimum of 30 days Free Time at destination i.e. Port De Dakar, Senegal, considering the time needed for documentation, customs clearance.*
- (iii) In case demurrages or container detention charges are incurred due to the lapses of the steamer agent, the Clearing CHA would promptly lodge the claim for the demurrage and container detention charges with intimation to HMTI and follow up the matter till its reimbursement is obtained.*
- (iv) BL should be submitted within 3 – 4 working days of sailing of vessel. In case demurrages or container detention charges due to delay in submission of the same to the consignee. The charges for the same should be borne by CHA.*

- (v) ***The CHA shall ensure that all cargo taken into stores are kept in covered storage & take measures as may be necessary to prevent damage to consignments received in packed or unpacked condition due to rains and natural hazards or physical handling for which no extra charges shall be payable. In case of any damage to consignments due to contractor's negligence stored in the go-down, the same shall be intimated to HMTI and repacked as per the companies' instruction, for which no charges will be payable.***

These above requirements are mandatory.

Approximate requirement of total containers will be 8 nos. -mainly 6 nos. 20' GP & 2 No.s 40'HC containers

9 Award Criteria:

- 9.1 HMT(I) shall award the contract to the eligible bidder whose bid has been accepted and determined as the lowest price bid.
- 9.2 The bidder shall quote for all services at all places mentioned in the tender document.
- 9.3 If more than one bidder quotes same lowest price, HMT(I) reserves the right to award the contract at its own discretion.
- 9.4 HMT(I) reserves the right to increase or decrease the quantum of services offered by the successful bidder at the rates & other terms and conditions offered by them. The Bidder is bound to accept the increase or decrease in the quantum of services during awarding the contract.

10 HMT(I)'s Right to amend Scope of Work:

- 10.1 HMT(I) reserves the right to accept or reject any or all bids without assigning any reason whatsoever.
- 10.2 HMT(I) reserves the right to increase or decrease the scope of services indicated in the bid documents after the award of the tender and payment shall be made on pro-rata basis.
- 10.3 HMT(I) reserves the right to cancel/short close/extend the order at any given point of time due to Force Majeure.
- 10.4 HMT(I) reserves the right to cancel / short close the order due to non-satisfactory performance by any of the services offered. Cost / damages arising out of such cancellation / short closure shall have to be borne by the bidder

11 Corrupt or Fraudulent Practices:

- 11.1 HMT(I) requires that the bidders who wish to bid for this should have highest standards of ethics.
- 11.2 HMT(I) will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- 11.3 HMT(I) may declare a vendor ineligible, either indefinitely or for a short period, if HMT(I) is aware that the vendor has engaged in corrupt and fraudulent practice during the execution of the contract.

12 Interpretation of the clauses in the Tender Document / Contract Document:

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, HMT(I)s interpretation of the clauses shall be final and binding on all parties.

13 General:

- 13.1 All offers shall be either Computer prints or hand written neatly in indelible ink. Tenders shall be free from **CORRECTION AND ERASURES**, and Corrections if any, must be attested. Each page of the offer

must be numbered consecutively, should bear the tender number and should be signed by the Bidder at the bottom. A reference to the total number of pages comprising offer must be made at the top right hand corner of the first page.

- 13.2 The Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled.
- 13.3 The submission of any offer connected with these services and documents shall constitute an agreement that the Bidder shall have no cause of action or claim, against HMT(I) for rejecting the offer. HMT(I) shall always be at liberty to reject or accept any offer or offers at its sole discretion
- 13.4 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by HMT(I) to the Bidder. While the offers are under consideration, Bidders and or their representatives or other interested parties are advised to refrain from contacting HMT(I) by any means. If necessary, HMT(I) will obtain clarifications on the offers by requesting for such information from any or all the Bidders, only in writing. Bidders will not be permitted to change the contents of their offers after the offers have been opened.
- 13.5 Any individual(s) signing the tender and related documents should be a competent authorized person or original copy of power of authorization issued by the competent authority should accompany the tender.
- 13.6 Bids shall be complete in all respects accompanied by detailed literature, brochures with all necessary details in ENGLISH or otherwise, the bids will not be considered.

END OF SECTION-II

SECTION III - SPECIAL CONDITIONS OF CONTRACT (SCC)

Price:

- 1 ❖ The price quoted are kept valid till completion of the contract.
- ❖ Bidders must quote the price in the format given in Price Schedule at Section-IV Annexure 1 of this document.

- 2 **Payment Terms:** Payable on the 60th day from the date of submission of Bills to HMT(I).

PERIOD OF CONTRACT:

- ❖ The period of CHA contract will be from **12.01.2023 to 31.07.2023** which may be extended by another 6 months at HMTI's discretion (from date of Purchase Order). No escalation in prices shall be entertained during the execution of the entire contract. (Including extension if any)
- ❖ The Company reserves the right to interchange/change the work allotted initially to any CHA(s), during the tenure of contract without assigning any reasons whatsoever on the same rates, terms and conditions of the contract. The Company reserves the right to terminate the contract of any CHA at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the CHA who shall not be entitled for any compensation by reason of such termination.
- ❖ If at any time during the tenure of the contract, if the CHA fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of HMTI, whose decision shall be final and binding on the contractor, HMTI reserves the right to get the work done by other parties or departmentally at CHA's risk and cost.
- ❖ If at any time during the tenure of the contract, the CHA fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the CHA, the company reserves the right to get the work done by other parties or departmentally at the CHA's risk and cost In the event of the CHA going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the CHA's company becomes insolvent the contract shall automatically stand terminated.

- ❖ Company reserves the right to claim from the CHA any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract. The CHA shall not split or transfer to any other party any part of the contract during the tenure of the contract. However, in case of any adverse demand/ Notice from the customs/ port authorities/ any other Agency due to which HMTI's work is getting affected, the Contractor can utilize or have interim arrangements of other CHA licence to complete the partially processed documents of HMTI by Contractor.
- ❖ However the other CHA, used by the Contractor, shall have no financial implication on HMTI. The entire responsibility will remain on the Contractor. The CHA shall immediately intimate any change in the address of the Office during the period of Contract.

4 **Performance Bank guarantee:**

The successful bidder will be required to furnish Performance Bank Guarantee for 3% amount of the Total Purchase Order value, as per the format attached to this document at the end. This bank guarantee shall remain valid until all shipments are cleared from Port Dakar, Senegal.

5 **Jurisdiction:**

The disputes, legal matters, court matters, if any shall be subject to Bangalore jurisdiction only.

6 **Force Majeure:**

HMT(I) may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

Either party shall be excused from performance of their obligation during or to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of and without the negligence of the party claiming excuse. Such causes shall include, without limitation, strike, go slow, other concerted acts of workmen, lockout, Act of God, war, fire, explosion, action of elements, flood, epidemic, riot, sabotage, embargo, blockade, civil disturbance and Governmental restrictions or limitations etc.

The party claiming excuse shall give immediate written notice thereof to the other, in any case not later than 15 (fifteen) days, following the occurrence of such event. If performance is held for a continuous period of more than 3 (three) months from the date of first notice, then the parties shall review the situation and agree upon any course of action so as to protect the interest of both.

7 **Arbitration:**

All disputes of any kind arising out of supply, acceptance, warranty maintenance etc., shall be referred after issuance of 30 days' notice in writing clearly mentioning the nature of dispute to a single arbitrator to be appointed by HMT(I). The venue for arbitration shall be Bangalore.

END OF SECTION III

PART – I TECHNICAL BID

ENCLOSURE - I

1. Company Profile to be enclosed
2. Size of Office available at Mumbai
3. No. of Employees in Mumbai Office
4. Whether own Warehousing facilities available at Mumbai: YES / NO
5. **Consolidation of cargo for shipment: THIS CLAUSE IS MANDATORY**

Please specify regarding Storage Space available for consolidation of Cargo & also free period should be 30 days at CFS at Mumbai and a minimum of 30 days Free Time at destination for clearance.

6. Experience in handling heavy machinery & Project Shipments
7. To specify whether you are an ISO Certified Company. If so, copy of same to be enclosed.
8. Signed Company's Audited Balance Sheet for the last three years – copies to be enclosed along with the Technical Bid.

Signature:.....

Name:.....

Designation:.....

VENDOR APPRAISAL

General Information

1 Company

M/s. _____ Phone: _____

City: _____ Fax: _____
Zip: _____ E-Mail: _____
Web Site: _____

2 Contact Person

Name: _____ Designation: _____
E-Mail: _____ Phone: _____

3 Number of Years in Business : _____
4 Number of Units : _____
5 Total Number of Employees : _____

6 Major Customers

1) _____ 4) _____
2) _____ 5) _____
3) _____ 6) _____

7 Experience in handling Project Shipments/ furnish details

8 Quality System Implemented-ISO 9001 Y N Enclose certificate

Commercial & Financial Information

1 Annual Turnover for last 3 years in Rs. Lakhs
Balance Sheet to be enclosed for last 3 years

2 Any Associates overseas
If yes, indicate Details Y N

3 Do you have Company Brochure
Y N

Authorized signatory

Signature: _____

Name : _____

Date : _____

Note :

- 1 Put \checkmark in appropriate check box.
- 2 If space provided is not sufficient to provide details, please attach extra sheet
- 3 Please attach catalogue/Brochure if available

PROFORMA FOR VENDOR REGISTRATION

| Sl.No. | Description | Details |
|--------|--|----------|
| 1 | (a) Name and address of the vendor | |
| | (b) Telephone No. | |
| | (c) Fax No. | |
| | (d) Email ID | |
| | (e) Company Profile (Please enclose) | |
| | (f) Turnover of the Company for the past three years | |
| | (g) Bankers Details | |
| 2 | Quality system implemented - ISO 9000 / QS 2000 etc. | YES / NO |
| 3 | Name, address & Telephone No. of the owner / proprietor/partners | |
| 4 | GST Registration No. | |

Declaration: I / We declare that the details given above are true and correct.

Place:

Signature of Authorized person
With company seal

Date :

Note: Please attach detailed information in a sheet wherever, if required.

PART II - PRICE BID**SECTION IV- COMMERCIAL****PROFORMA FOR PRICE SCHEDULE****1. EXPORT CLEARANCE - SEA SHIPMENT FROM NHAVA SHEVA PORT
(TOTAL 8 CONTAINERS)**

| Sl. No. | Particulars | Currency | 40' HC container (2 Nos.) | | 20' GP container (6 Nos.) | |
|---------|---|------------|------------------------------|---------|---------------------------------|--------|
| | | | Container wise | | Container wise | |
| | | | 1 No. | 2 No's. | 1 No. | 6No's. |
| 1 | Agency/Handling Commission | INR | | | | |
| 2 | Documentation Charges | INR | | | | |
| 3 | Transportation charges: Warehouse to CFS CFS to Port Terminal | INR INR | | | | |
| 4 | Carting Charges (at CFS) From one vehicle into another | INR | | | | |
| 5 | Customs Examination Charges | INR | | | | |
| 6 | Stuffing Charges | INR | | | | |
| 7 | Lashing/Choking Charges | INR | | | | |
| 8 | Fumigation Charges | INR | | | | |
| 9 | Terminal Handling Charges | INR | | | | |
| 10 | BL charges per shipment (Surrender/Seaway) | INR | | | | |
| 11 | Misc. Charges with description | INR | | | | |
| 12 | Ocean freight charges | USD | | | | |
| 13 | Seal Charges | USD | | | | |
| 14 | Misc. Charges with description | USD | | | | |
| | TOTAL | | | | | |

PS: Since it is a Government of India Project, Detention period of 30 days at Dakar port, Senegal to be arranged.

NOTE:

1. For any other charges towards Container Survey, Dock Wharfage, EDI etc. have to be claimed supported by Receipt / Vouchers. (Should not exceed the amount quoted above)
2. 30 Days free storage required at Nhavasheva Port ,Mumbai CFS for consolidation of cargo

Date:.....

Signature and seal of Authorized Signatory.

PROFORMA FOR PERFORMANCE BANK GUARANTEE

THE GENERAL MANAGER (OPERATIONS AND MARKETING)
HMT (INTERNATIONAL) LTD.
HMT BHAVAN
59 BELLARY ROAD
BANGALORE – 560 032

DEAR SIR,

THIS DEED OF GUARANTEE EXECUTED BY BANK, (NAME AND ADDRESS OF THE BANK) (HEREINAFTER REFERRED TO AS BANK) IN FAVOUR OF HMT (INTERNATIONAL) LTD. (HEREINAFTER REFERRED TO BENEFICIARY) NOT EXCEEDING RS..... (RUPEES ONLY) AT THE REQUEST OF M/S. (HEREINAFTER REFERRED TO AS SUPPLIER).

WHEREAS THE SUPPLIER HAS APPROACHED BANK TO ISSUE BANK GUARANTEE IN YOUR FAVOUR FOR A SUM OF RS. (RUPEES ONLY). WHEREAS THE SUPPLIER HAS RECEIVED PURCHASE ORDER NO. DATED FOR RS FOR PROVIDING SERVICES AS STATED IN THE PURCHASE ORDER. WHEREAS THE SUPPLIER HAS TO SUBMIT PERFORMANCE GUARANTEE FOR THREE PERCENT OF THE TOTAL PURCHASE ORDER VALUE OF RS.....AS STATED IN THE SAID PURCHASE ORDER.

WE HEREBY CONFIRM AND STATE THAT WE AS GUARANTORS SHALL BE RESPONSIBLE TO YOU ON BEHALF OF THE "SUPPLIER" FOR A TOTAL SUM OF RS..... (RUPEES ONLY) IN CASE OF VIOLATION OF ANY OF THE TERMS/CONDITIONS OF THE SAID PURCHASE ORDER.

WE UNDERTAKE TO PAY YOU UPON FIRST WRITTEN DEMAND DECLARING THE "SUPPLIER" TO BE IN VIOLATION/BREACH OR CONTRAVENTION OF ANY OF THE TERMS AND CONDITIONS, WITHOUT DEMUR OR ARGUMENT OR COURT ORDER OR RESOLUTION WITHIN THE VALIDITY OF THIS GUARANTEE, A SUM OF RS..... (RUPEES ONLY) AS AFOREMENTIONED WITHOUT YOUR HAVING TO PROVE TO US OR TO SHOW GROUNDS OR REASONS FOR YOUR DEMAND FOR THE SUM SPECIFIED HEREIN.

THE GUARANTEE CONTAINED HEREIN SHALL NOT BE AFFECTED BY ANY CHANGES IN THE CONSTITUTION OF THE BANK OR IN THE CONSTITUTION OF THE BENEFICIARY VIZ. YOURSELF AND SHALL BE VALID TILL (DATE) FROM THE DATE OF ISSUE PROVIDED HOWEVER THAT IN CASE DEMAND IS NOT MADE BY YOU UNDER THIS GUARANTEE ON OR BEFORE (DATE) , BANK SHALL BE FULLY ABSOLVED FROM ANY LIABILITY UNDER THIS GUARANTEE DEED.

WE HEREBY DECLARE AND STATE THAT THIS GUARANTEE UNLESS INVOKED BY YOU AS AFORESAID SHALL BE VALID TILL (DATE) FROM THE DATE OF ISSUE AND SHALL BE NULL AND VOID THEREAFTER WHETHER THE ORIGINAL GUARANTEE IS RETURNED OR NOT