

BEML LTD
(A Government of India Undertaking)
New Thippasandra Post, BANGALORE – 560 075.
Tel.25022636/8, 25348770, Fax: 25245545



Tender No:6300038401

Date: 26.04.2023

TENDER DOCUMENTS

REQUEST FOR QUOTATION FOR
ESTABLISHMENT OF PHARMACY OUTLET AT BEML MEDICAL CENTRE BANGALORE COMPLEX.

BID SUBMISSION DATE ON OR BEFORE 11.05.2023 BY 14:00

TECHNICAL BID OPENING DATE ON 11.05.2023 BY 14:30

1. INTRODUCTION

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and defence truck & equipment. BEML has 4 manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

The objective of this proposal is to solicit competitive offers for ESTABLISHMENT OF PHARMACY OUTLET AT BEML MEDICAL CENTRE, BEML LIMITED, BANGALORE COMPLEX.

2. SCOPE OF THE PROJECT

The scope work will be establishing the pharmacy outlet at BEML Medical Centre. Refer **Annexure B** for more details.

3. PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) Commercial Bid on BEML SRM. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website only.

Note: To participate in this e-tender you should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.

Bidders willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141.

For Tender related / documents clarification , you may send the same by E- mail to rmm1.sundar@beml.co.in or you may contact on phone no: 080-25022638 / 25348770.

Part A – Submission of Pre-qualification Bid i.e. **Submission of EMD amount** (In manual Mode / Online payment Mode/ Bank Guarantee) & **Integrity pact** as per format Annexure G enclosed

Part B – Submission of Technical Bid (Through e-mode on BEML SRM system)

Part C – Submission of Price Bid (Through e-mode on BEML SRM system)

PART A – PRE-QUALIFICATION BID i.e. submission of EMD & Integrity pact
(format Annexure G)

The EMD amount can be submitted in either way as detailed below:

i. Online Payment of EMD amount can be made as mentioned below:

- Open the link to <https://www.onlinesbi.com/sbicollect/icollecthome.htm> pay EMD through SBI Collect.
- Read the Disclaimer Clause and click on “check box” to proceed for payment against EMD and Click “Proceed”.
- In ‘Select State’ dropdown Option, Select “All India”
- In ‘Type of Corporate / Institution, select “PSU-Public Sector undertaking” and Click on the “Go” button.
- In PSU-Public Sector undertaking- Name dropdown, select “BEML Limited Bangalore Complex” and Click “Submit” Button.
- In ‘Select Payment Category’, dropdown option, select “EMD Tender Fee BEML Bangalore complex”
- Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 2,00,000/-.

Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.

ii. Bidder may do the NEFT payment to the following bank details

Account Number: 00000010918220589
Name: BHARAT EARTH MOVERS LIMITED
BRANCH: HAL (01114)
IFSC CODE: SBIN0001114

iii. Payment of EMD amount through DD / Banker’s Cheque

EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque for **Rs. 2,00,000/-** (Rupees two lakhs only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

iv. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

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- v. An irrevocable Bank Guarantee from any Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-A** having a validity period of bid validity (90 days) + 45 days from the date of opening of Tender. Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sl no	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

The above said Demand Draft DD / Banker's Cheques / EMD Exemption Certificate / Bid Guarantee form shall be submitted in **Sealed envelope** duly super-scribing the **Bid Invitation No. 6300038401 dated 26.04.2023 Closing date: 11.05.2023 Time 14:00 Hrs** at the top of the envelope. The words **"PRE-QUALIFICATION BID"** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left-hand bottom corner of the envelope.

Pre-Qualification Bid has to reach the address as mentioned below on or before the closing date & time of the tender.

**The Asst General Manager,
Materials (RMM1).
BEML LTD,
BANGALORE COMPLEX,
NEW THIPPASANDRA POST,
Bangalore – 560 075
KARNATAKA, India**

Alternatively, it can also be dropped in the Tender Box which is kept in Security Office at Admin Gate, Bangalore Complex, Bangalore.

The Bidders who have not submitted (form of DD/ online/EMD Exemption Certificate / Bid Guarantee form) by the closing date & time of the tender will be rejected straightway. Also bid submitted with EMD in the form other than DD / online / EMD Exemption Certificate / Bid Guarantee form will be rejected straightway.

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Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/Bid Guarantee & Integrity Pact is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

As submission of physical copy of the following documents is not possible, then bidder has to upload the scanned copy of the documents in SRM c-folder along with Technical bid.

- a) EMD Exemption certificate OR
- b) Bid Guarantee Form - the Bank Guarantee will be vetted by Bank after bid opening. If bank not certify then the bid will be liable for rejection.
- C) Integrity Pact with seal and sign (all pages)

If any bidder not uploaded the above documents in c-folder along with technical bids or not received manually on or before bid closing date & time, then their bid will be liable for rejection.

Also, firm has to forward PreBid documents through below Email id before tender closing date & Time. Once Tender closing time is passed if any documents are received will be not consider.

- 1) rmm1.sundar@beml.co.in
- 2) rmm1@beml.co.in

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. **2,00,000/-** will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- h) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSE Certificate (firms claiming EMD exemption), BID Guarantee Form to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
- i) Tender will be opened on closing date at **14:30** hrs in presence of bidders who wish to be present.
- j) No responsibility will be taken for postal or non-delivery/non-receipt of EMD/firms claiming EMD exemption.

Forfeiture of Earnest Money Deposit (EMD)

- a) Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
- b) If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
- c) if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
- d) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.

The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.

PART B – Submission of Technical Bid (Through e-mode on BEML SRM system)

Please upload the following documents in the Collaboration Folder in the system as part of **Technical Bid**.

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid. The below required documents vendors to be upload in SRM C – Folder.

Sl. No	Particulars	Details to be uploaded by Contractor/Firm
01	Bidder has to upload the filled & upload the Scope of work as indicated in Annexure - B).	Please upload filled-in format as per Annexure - B in c- folder
02	The detailed list of customers to whom similar supply/service contract for the supply of medicines and inhouse pharmacy has been provided to be furnished – minimum 2 years period.	Enclose the work contracts/purchase orders as proof of experience.
03	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure – C

If bidder is not complying for these clauses or not uploaded required documents, their bid will be rejected straight way.

However, details required any document / clarification same shall be asked from the bidders through mail.

The following General documents also to upload along with Technical bid

Sl. No	Particulars	Details to be uploaded by Contractor/Firm
01	Brief Details about the Firm	Please upload filled-in format as per Annexure - E in c- folder
02	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the Annexure –F to be uploaded
03	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST /Certificate
04	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure – D to be signed and uploaded in the C- folder.

Note:

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (2) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- (3) Please ensure that no price details are mentioned in the technical bid (attachments to the C- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.
- (4) Technical bid will be considered subject to receipt of original DD for EMD/ EMD Exemption certificate / Bid Guarantee.

PART C – Submission of Price Bid (Through e-mode on BEML SRM system)

Price Bid: firm should quote on each category maximum discount.

Price bid to be submitted through E-mode as per the format by clicking on item data tab in SRM.

Discount applicable on MRP (Inclusive of applicable taxes.)

Sl. No	Category of medicines	* Discount in Percentage
01	Chronic , General , life saving medicines	%
02	Anticancer Medicines	%
03	Consumables	%

L1 will be arrived on Kit basis by adding the total average of highest discount of the above categories. Contract will be awarded to the vendor who is bidding average of highest discount in total of all the above categories.

Price bid of only technically accepted offers will be opened subsequently. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

The price details should not be uploaded in Technical bid in SRM. If the firm has given any price details in the Technical bid, their offer is liable for rejection. Price details sent through Manual mode/Fax/E-mail mode will lead to rejection of the Bid.

Price Bid (to be uploaded in SRM in commercial Bid C- folder)

Sl. No	Category of medicines	* Discount in Percentage
01	Chronic , General , life saving medicines	%
02	Anticancer Medicines	%
03	Consumables	%

Other Terms & Conditions of Tender

1. **Period of validity:** The tender shall remain valid for acceptance for a period of 120 days from the opening date of the bid
2. **Award of Contract:** The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the highest discount offered in total on all category of medicines.
3. **Total volume of business:** Approximately 90 lakhs to 100 lakhs per annum. However, BEML does not guarantee any fixed business to the successful bidder, the estimate is based on the previous experience of procurement medicines.
4. **Security Deposit:** Security deposit for an amount of **Rs 6.00 lakhs** to be provided within the 15 days after awarding the contract for a period of 30 months (24 months for contract period and 6 months for claim period)
5. **Contract period:** two years (24 months) from the date of issue Purchase order.
6. **Payment Terms:**
 - a. **Payment Terms:** 100% payment shall be made within **60 days** from the date of your firm submitting fortnightly bills and certification by CMO, you are advised to submit fortnightly bills on 5th and 20th of every month. If the vendor is not agreeing for the payment term suitable loading of financial cost will be loaded for levelling the prices i,e at the rate of 12% per annum.
 - b. The firm shall pay all taxes, duties, levies, work contract tax etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes shall be made from payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authority.

- 7. Liquidated Damages (LD): Any delay in delivery/supply of medicines will attract liquidated damages/penalty clause penalty as follows.**
- I. Supply up to 3 days from providing the LP slip – no LD is applicable
 - II. Supply beyond 3 to 7 days from providing the LP slip – 3% of MRP will be deducted in addition to finalised discount on MRP as LD/penalty clause is applicable.
 - III. Supply beyond 7 days from providing the LP slip – 5% MRP will be deducted in addition to finalised discount on MRP as LD/penalty clause is applicable.
- 8. Price:** The price quoted should be on F.O.R destination basis for delivery at stores inclusive of all charges including transit insurance.
- 9. Liability / Accident:** The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.
- 10. Risk Purchase Clause:** In the event of Non-Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/ Forfeiture of EMD/PBG.
- 11.** There can be only 1 set of bids from each Bidder
- 12. Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

BID GUARANTEE FORMAT

Ref:

To,
BEML LIMITED
Bangalore Complex
New Thippasandra Post
Bangalore - 560075

Dear Sirs,

.....
In accordance with your 'Tender Enquiry' under your Tender No:date-----
----- M/s..... herein after called the
Bidder, with the following Directors on their Board of Directors / partners of the Firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for.....
.....
.....

As an irrevocable Bank Guarantee against Bid Guarantee amount of
Rs.....(In words and figures)
valid for days from..... is required to be submitted by the
Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by
the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by
the Bidder as a condition within the validity period. (2) Non-acceptance of the 'Letter of Intent /
Purchase Order' by the bidder when issued within the validity period. (3) Failure to furnish the
valid contract performance guarantee by the bidder within one month from the receipt of the
Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

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We, theBank at.....having our Head
office at(Local address) Guarantee and
undertake to pay immediately on first demand by BEML LIMITED, the amount of
Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand
made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or
difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to.....
(This date shall be 60 days after the date for which the bid is valid). If any further extension of
this guarantee is required the same shall be extended to such required period (not exceeding
one year) on receiving instruction from M/s.....
..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this
.....day of.....at

Witness (Signature)
WITNESS

(Signature)
Name in (Block letters)

Designation
(Staff No.)
(Bank's common Seal)
Official address

Attorney as per power of Attorney No
Date:

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Annexure B

SI No.	SCOPE OF WORK	VENDOR REMARKS
1)	Firm shall establish a Pharmacy outlet (Approx Size-15 Feet X15 Feet) in the Identified built up space provided by M/s BEML Ltd, in its township premises OR Medical Centre at Bangalore complex Bangalore-560075. The Pharmacy facility shall be provided to the employees of the M/s BEML Ltd as per the advice of Medical Officer. The built-up space Identified as stated above may be changed from time to time at the discretion of M/s BEML Ltd.	
2)	Firm shall be responsible for the Drug License, Sales Tax Registration and other statutory requirements and approvals as may be required to establish and run the Pharmacy as per the applicable Laws.	
3)	Vendor should responsible for supply of genuine medicines and are not fake or substandard.	
4)	Firm shall keep the Pharmacy open on all working days of BEML from 8.00 AM to 6.00 P.M. Pharmacy outlet may be opened on Holidays including Sundays based on request from medical officer to that effect.	
5)	The minimum shelf life of 6 to 36 months from the date of manufacturing or as per manufacturers standard to be provided for medicine supplies. The shelf life of medicines should be sufficient for human use with minimum 50% of shelf life available at the time supply.	
6)	Firm shall always maintain sufficient stock of all the medicines as may be required and make the arrangements for the issue of the same and shall also take sufficient care for the storage and security of the medicines stocked in the pharmacy which shall be the exclusive responsibility of the firm.	

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7)	In case your firm fails to keep stock of identified medicines, M/s BEML Ltd reserves the right to procure the same from alternative sources at the risk and cost of your firm.	
8)	Firm shall employ the authorized and registered Pharmacists in adequate numbers as may be required for the issue of medicines. Your firm shall be solely responsible for the Identity and authenticity of the medicines supplied from the Pharmacy.	
9)	M/s BEML shall permit your firm to put the pharmacy, Name board at such areas as may be specified by the BEML Ltd.	
10)	M/s BEML shall, during the tenure of the Agreement provide electricity, water, Intercom, Furniture and fixtures on Chargeable basis. The rent payable by your Firm shall be Rs 5,000/- per month and same to be paid on monthly Basis before 5 th of the following Month. The rental shall be enhanced by 10% at the time of Renewal of contract on yearly basis. M/s BEML Ltd shall give permission to use the common facilities, Such as Canteen and Toilets by the employees of your Firm.	
11)	Bank guarantee: Bank guarantee for an amount of Rs 6.00 lakhs to be provided within the 15 days after awarding the contract for a period of 30 months (24 months for contract period and 3 months for claim period) as per annexure H	
12)	Firm shall settle the Electricity Bills and Telephone bills as and when the same are received for your premises.	

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13)	Firm shall furnish the list of pharmacists and other employees working in the Pharmacy with their details including their educational qualifications, pharmacy council Registration, experience, Address, Contact Phone Number etc., to M/s BEML for issue of necessary permission and security passes. All the Employees of your firm working in the pharmacy shall maintain the code of conduct and disciplined behaviour as required by the rules and regulations of BEML Ltd.	
14)	Firm shall be responsible for all matters relating to the Labour Laws and regulations relating to the P.F., ESI and other formalities with respect to the employees of your firm at the said pharmacy and the M/s BEML shall not be responsible in any manner for the same.	
15)	Firm shall supply the medicines to M/s BEML Ltd based on LP/indent from Authorized person (Pharmacist) against medical prescriptions by Authorized Doctors.	
16)	Firm is also allowed to sell Medicines and Non-Medicine Items to other General Public without allowing them enter premises of the M/s BEML Ltd, at their own Discretion without binding the M/s BEML Ltd in any way whatsoever.	
17)	Payment Terms: 100% payment shall be made within 60 days from the date of your firm submitting fortnightly bills and you are advised to submit fortnightly bills on 5 th and 20 th of every month.	

18)	In case M/s BEML Ltd finds any discrepancy in the Invoice raised on account of Bills not supported by the proper prescriptions or on account of wrong claims, M/s BEML Ltd shall withhold such portion of the amount and release balance amount to your firm within 15 days of after completing the process of Verification of Bills /Prescription. Both the parties shall complete the verification process within 30 days from the date of submitting the Invoice.	
19)	The period of contract is 24 months from the date of purchase order / work order . Which will be reviewed on yearly basis after completion of One Year based on the performance of the Pharmacy Outlet maintained by you. The same may be extended beyond contract period for further period depending on the need basis under the same terms and conditions of the contract finalized. Successful bidder shall sign an MOU with BEML for the terms and conditions of the contract.	
20)	No license fee of what so ever will be payable by M/s BEML Ltd for use of licensed premises by your firm.	
21)	Firm shall agree and undertake in writing to use the licensed premises with reasonable care. Any damage caused to the licensed premises shall be made good by the firm and also shall properly maintain the fitting and fixtures in good condition.	
22)	Only M/s BEML Ltd shall be authorized for carrying out any major repairs, alterations and structural changes etc. in the licensed premises. No repairs, shall be carried out in the licensed premises by your firm without the knowledge, consent and approval of M/s BEML under any circumstances.	

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23)	M/S BEML Ltd shall always have the right to remain in possession of any part of the licensed premises at its discretion and shall also at all times have the access to the licensed premises and no permission of your firm will be required to be obtained for getting the access to the licensed premises.	
24)	Firm should undertake to ensure that no inflammable, combustible or hazardous material is stored in any part of the licensed premises.	
25)	Your Firm should agree to render M/s BEML harmless and to keep fully indemnified against any loss, damage, expenses, consequences, claims or any liability arising directly or indirectly out of any improper use of licensed premises by your firm or by any of your employees/general public.	
26)	In case of expiry of the terms of the agreement or its earlier termination, revocation or cancellation it will be obligatory upon your firm to remove all its belongings from the licensed premises immediately and definitely not later than 7 days. If any article or goods belonging to your firm remain upon the premises of BEML Ltd even thereafter, the same will remain at the risk and responsibility of your firm. M/s BEML Ltd shall be at liberty to deal with the same in such a manner as may be deemed fit and your firm shall not be entitled to make any claim against M/s BEML Ltd in any respect.	
27)	Your firm shall not have any right to be in exclusive possession of the licensed premises or any demarcated part thereof at any point of time.	

28)	Your firm agrees that nothing other than a bare license is being given by M/s BEML Ltd under the agreement and no interest will be created in the favour in respect of the licensed premises as tenant, lessee or otherwise than as a bare license. Your firm however shall agree not to disturb or to interfere with the use and enjoyment of the licensed premises in accordance with the terms and conditions of the lease and license so long as it subsists.	
29)	The agreement entered into may be terminated:	
	a) With the mutual consent of the Parties.	
	b) By either party by giving (90) Ninety days written notice to the other party.	
	c) By either party on the winding up or an appointment of official Liquidator in any Insolvency proceedings against the other party.	
	d) By either party on the breach of any terms of the Agreement by the other party, Which breach is not rectified by such party within Thirty days of receiving notice from the other party requesting to rectify the breach.	

29)	Disputes if any, arising between the parties in connection with this MOU or any other matters connected therewith, the same will be mutually discussed and settled, failing which, the dispute shall be referred to a sole arbitrator to be appointed by the M/s BEML Ltd, The Arbitration proceedings shall be in accordance with the provisions of arbitration and conciliation Act, 1996 and rules framed there under. The place of arbitration shall be at Bangalore and the Arbitration proceedings shall be conducted In English language and governed by the above said Act and Rules framed there and in Indian Laws. Courts at Bangalore shall alone have sole Jurisdiction to decide any Issue arising out of the arbitration or under this MOU.	
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I / we hereby confirm to comply all the above points.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure - C

Undertaking

To:

The Asst General Manager (Materials),

M/s. BEML LTD

Bangalore-75

Dear Sir,

Having examined the Bid Invitation No. **xxxxx dated xxxxx**, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

ANNEXURE - D

Special Conditions arising out of implementation of GST
(Which is to be signed and submitted along with the offer)

GST Terms & Conditions

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.

8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs is on the Recipient of Service” in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months’ interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above

BEML LTD
(A Government of India Undertaking)
New Thippasandra Post, BANGALORE – 560 075.
Tel.25022636/8, 25348770, Fax: 25245545



conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Place:

Date:

for M/s.....
Signature

Annexure - E

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm& Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers :- IFSC Code: Banker's Name :- Address :- Contact Number :-

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

*Firm's Seal:*_____

Annexure - F

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been
banned / black listed / debarred from Trade by any Central /State Govt. Dept. /
Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

(To be executed on plain paper and applicable for all tenders of value _ Rs. 1 Crore and above)

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure (J-1)**.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or act as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

(6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.

(7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

The fees / expenses on dispute resolution shall be equally shared by both the parties.

(8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail

(For & On behalf of the Principal)

(Office Seal)

Place-----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place-----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure J-1

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN
SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.in.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:
 - 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.
 - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

Signature
(For & On behalf of Bidder/Contractor)

Annexure - H

FORMAT OF PERFORMANCE BANK GUARANTEE/SECURITY DEPOSIT

Bank Guarantee No..... Dated
Amount
Valid upto
Claim upto

The General Manager (...)
BEML Limited

.....
.....
.....

M/s(Name of the Firm) having their office atand its Registered office at
.....(hereinafter called the Service Provider) has entered into an agreement
No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore
(hereinafter called the Company) for under mentioned Contract-----

----- on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

BEML LTD
(A Government of India Undertaking)
New Thippasandra Post, BANGALORE – 560 075.
Tel.25022636/8, 25348770, Fax: 25245545



Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date)** to **xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 42 months from **xx/xx/xxxx (date)** to **xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs..... (Rupees..... only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :