

**MISHRA DHATU NIGAM LIMITED**

A Govt of India Enterprise

P.O. Kanchanbagh, Hyderabad – 500058, Telangana, India.

Phone: 040 – 24184423, Fax: 040 – 24340764

e -mail ID: [bvganesh@midhani.com](mailto:bvganesh@midhani.com), website: [www.midhani.com](http://www.midhani.com)

Tender Notice No. : MDN/PUR/0476161/ADVT/152/17-18 dated: 08/09/2017.

End of Issue of Tender Documents up to: 05/10/2017 up to 17.00 Hrs.

Receipt of Tender on or before: 06/10/2017 by 10.30 Hrs.

Opening of Tender Date: 06/10/2017 at 11.00 Hrs.

1. DIGITAL CRANE SCALE CAPACITY 10MT : 2 Nos.
2. DIGITAL CRANE SCALE CAPACITY 20MT : 2 Nos.
3. DIGITAL CRANE SCALE CAPACITY 30MT : 1 Nos.  
(Detail Specifications as per Annexure-1).

**Note:**

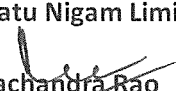
- i) **EMD** : All bidders shall submit an EMD amount of **Rs.23,750/- (Rupees twenty three thousand seven hundred and fifty only) / USD 375 (US Doller three hundred and seventy five only)** in the form of DD drawn in favour of Mishra Dhatu Nigam Limited, Hyderabad through scheduled Bank payable at Hyderabad or Bank Guarantee confirmed through a Nationalized Bank/ Scheduled Commercial Bank encashable at Hyderabad shall be enclosed with Techno-Commercial Bid. **If EMD is not found enclosed, such offers are liable for rejection.** Bank Guarantee shall be valid for a period of 90 days.
- ii) **Tender Fee**: All bidders shall submit Tender fee amount of **Rs.1,000/- (Rupees one thousand only) / USD 16 (US Doller sixteen only)** in the form of DD / Banker Cheque drawn in favour of Mishra Dhatu Nigam Limited through scheduled Bank payable at Hyderabad.
- iii) Bidders are also requested to submit the "Tender Fee, EMD & Security Deposit" online through the below link:  
<http://ebs.in/midhani/public/> or visit [www.midhani.com](http://www.midhani.com) > Purchase > Tenders > **TENDER FEE, EMD (EARNEST MONEY DEPOSIT) & SECURITY DEPOSIT – ONLINE PAYMENT**

**List of Tender Documents :**

		No. of Pages
• Specifications & Eligibility Criteria	Annexure – I	02
• General Terms & Conditions for (Indigenous)	Annexure – II	04
• General Terms & Conditions for Import	Annexure – III	04
• Bank Guarantee for Earnest Money Deposit	Annexure – IV	02

Thanking you,

Yours faithfully,  
For Mishra Dhatu Nigam Limited

  
M. Ramachandra Rao  
Sr. Manager (Purchase)

**SPECIFICATIONS**

Specification for 10 T Crane Scale	Specification for 20 T Crane Scale	Specification for 30 T Crane Scale
<p>The wireless digital crane scale shall be mounted on the hook of the 15MT, 30MT, 40MT EOT crane.</p> <p><b>Capacity</b> : 10T</p> <p><b>Accuracy</b> : 5 Kg</p> <p><b>Display</b> : 5 Digit bright 1.2" RED LED display.</p> <p><b>Zero range:</b> 4% FS or more</p> <p><b>Max safety load:</b> 125% FS or higher</p> <p><b>Ultimate Load:</b> 400% FS</p> <p><b>Power supply:</b> AC 230V +10% 50-30Hz &amp; with built-in rechargeable battery backup of min 100 hrs of continuous usage.</p> <p><b>Load cell Housing</b> : Heavy duty cast aluminum alloyed. Load Cell connects to upper ring &amp; Bottom Hook, with Non-screw safety design to prevent loosen or breakage</p> <p><b>Structure of upper and lower hook:</b> shall be high toughen tool steel and rugged type suitable for the ingot/ electrode weighment.</p> <p><b>Remote:</b> Remote control provided with scale with minimum 15m distance</p> <p><b>Accessories:</b> 1) Trolley stand for crane scale to be provided. 2) Suitable D shackle for the existing crane</p>	<p>The wireless digital crane scale shall be mounted on the hook of the 15MT, 30MT, 40MT EOT crane.</p> <p><b>Capacity</b> : 20T</p> <p><b>Accuracy</b> : 10 Kg</p> <p><b>Display</b> : 5 Digit bright 1.2" RED LED display.</p> <p><b>Zero range:</b> 4% FS or more</p> <p><b>Max safety load:</b> 125% FS or higher</p> <p><b>Ultimate Load:</b> 400% FS</p> <p><b>Power supply:</b> AC 230V +10% 50-30Hz &amp; with built-in rechargeable battery backup of min 100 hrs of continuous usage.</p> <p><b>Load cell Housing</b> : Heavy duty cast aluminum alloyed. Load Cell connects to upper ring &amp; Bottom Hook, with Non-screw safety design to prevent loosen or breakage</p> <p><b>Structure of upper and lower hook:</b> shall be high toughen tool steel and rugged type suitable for the ingot/ electrode weighment.</p> <p><b>Remote:</b> Remote control provided with scale with minimum 15m distance</p> <p><b>Accessories:</b> 1) Trolley stand for crane scale to be provided 2) Suitable D shackle for the existing crane</p>	<p>The wireless digital crane scale shall be mounted on the hook of the 15MT, 30MT, 40MT EOT crane.</p> <p><b>Capacity</b> : 30T</p> <p><b>Accuracy</b> : 10 Kg</p> <p><b>Display</b> : 5 Digit bright 1.2" RED LED display.</p> <p><b>Zero range:</b> 4% FS or more</p> <p><b>Max safety load:</b> 125% FS or higher</p> <p><b>Ultimate Load:</b> 400% FS</p> <p><b>Power supply:</b> AC 230V +10% 50-30Hz &amp; with built-in rechargeable battery backup of min 100 hrs of continuous usage.</p> <p><b>Load cell Housing</b> : Heavy duty cast aluminum alloyed. Load Cell connects to upper ring &amp; Bottom Hook, with Non-screw safety design to prevent loosen or breakage</p> <p><b>Structure of upper and lower hook:</b> shall be high toughen tool steel and rugged type suitable for the ingot/ electrode weighment.</p> <p><b>Remote:</b> Remote control provided with scale with minimum 15m distance</p> <p><b>Accessories:</b> 1) Trolley stand for crane scale to be provided 2) Suitable D shackle for the existing crane</p>
<p><b>Acceptance Criteria:</b> 1) Test certificate provided by the manufacturer. 2) Successful performance at MIDHANI as per the load capacity mentioned in the specification.</p> <p><b>Guarantee:</b> 1 Year from the date of supply against manufacturing defects.</p> <p><b>Miscellaneous:</b> 3 Sets of operation and maintenance manual for each crane weigh scale.</p>		

**Eligibility Criteria to qualify for price bid opening**

- 1) The vendor should have supplied minimum 03 Nos. of 10MT, 3 Nos. of 20 MT & 3 Nos. of 30MT crane weighing scale in last two years.
- 2) Necessary PO/ Supporting Documents to be submitted with the contact details along with the tender.
- 3) The supplier shall have service center in Hyderabad.

**GENERAL TERMS AND CONDITIONS FOR INDEGINEOUS SOURCES**

1. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
2. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
3. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The Make of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material conforming to IS will be preferred.

4. **PRICES**

Price Basis: FOR Midhani, Hyderabad basis.

The Prices must be per unit shown inclusive of packing forwarding insurance Octroi duty and delivery charges and should be on FOR destination basis, Offers from local suppliers should be for free delivery at our Stores.

5. **TAXES:**

**The Tenderer shall indicate their GST details along with HSN Code in your offer.**

6. **DELIVERY:** At the earliest.

7. **TERMS OF PAYMENT:**

100% Payment within 30 days after receipt and acceptance of the material at MIDHANI.

8. **WARRANTY/GUARANTEE:**

The Supplier shall guarantee the Stores supplied in respect of good design, quality and workmanships for a period of 12 months from the commissioning or 18 months from the date of supply, whichever is earlier.

9. **TO RECOVER LIQUIDATED DAMAGES:**

In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.

10. **RISK PURCHASE:**

The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.

11. **PACKING:**

The stores should be securely packed and properly marked to avoid loss or damage in Transit by Rail / Road.

12. **VALIDITY:**

THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 90 DAYS FROM THE OPENING OF QUOTATION.

13. **RIGHT OF ACCEPTANCE:**

THE PURCHASER DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY OF OTHER TENDER AND RESERVES THE RIGHT OF ACCEPTANCE THE WHOLE OR ANY PART OF THE TENDER OR PORTION OF THE QUANTITY OFFERED.

14. **ARBITRATION:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

15. **JURISDICTION:**

All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, Telangana, India.

16. **S.S.I. UNITS:**

If Tenderer happens to be a SSI Unit with single point registration with NSIC, shall furnish SSI Registration Certificate Copy along with the Tender. SSI Units seeking exemption from payment of EMD shall furnish necessary documentary proof to the satisfaction of the Purchaser in terms of Government Guidelines. However no exemption will be given for submission of Security Deposit as per the present guidelines.

17. **MSME UNITS:** Please confirm whether you are MSME UNIT or MSME UNIT owned by SC/ST Entrepreneur. If yes, Please submit latest valid documentary proof for extending benefits as per Government guidelines.

18. **SECURITY DEPOSIT:**

The successful tenderer shall be required to deposit within two weeks of the acceptance of his tender, Security Deposit of 10% value of Contract to be submitted in the form of DD in favour "Mishra Dhatu Nigam Limited, Hyderabad" (or) Bank Guarantee from any Indian Scheduled Bank (or) **through online mode as the link given below**, in case of placement of order.

<http://ebs.in/midhani/public/> or visit [www.midhani.com](http://www.midhani.com) > Purchase > Tenders > TENDER FEE, EMD (EARNEST MONEY DEPOSIT) & SECURITY DEPOSIT – ONLINE PAYMENT

The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as it may be made, given, conceded or agreed to between the Contractor and Purchaser.

The Security Deposit furnished by the successful tenderer will be subject to the Terms & Conditions of the contract finally concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof.

The Security Deposit shall be refunded on application by the contractor expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Purchaser's authorized representatives certifying the due completion & acceptance of the work.

**19. EARNEST MONEY DEPOSIT:**

**Earnest Money Deposit:** All bidders shall submit an EMD amount of **Rs.23,750/- (Rupees twenty three thousand seven hundred and fifty only)** through online mode as the link given below only. **If EMD is not enclosed, such offers are liable for rejection.**

All bidders are requested to submit the "Tender Fee, EMD & Security Deposit" online through the below link:

<http://ebs.in/midhani/public/> or visit [www.midhani.com](http://www.midhani.com) > Purchase > Tenders > TENDER FEE, EMD (EARNEST MONEY DEPOSIT) & SECURITY DEPOSIT – ONLINE PAYMENT

Tenders not accompanied by Earnest Money Deposit will not be considered. The Earnest Money will not earn any interest. If the tenderer after submitting his tender and during the tender's validity period, resiles from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Purchaser, the earnest money shall be liable to be forfeited.

On the acceptance of the tender, but not earlier than the expiry date of the period for which the tender is kept open, the earnest money will be returned to the unsuccessful tenderers.

Should an Invitation to tender to be withdrawn or cancelled by the Purchaser, which it shall have the right to do at any time, the earnest money paid with the tender will be returned.

On the tender being accepted by the Purchaser, if so, required by the Purchaser as its option an agreement in respect of the Contract will be signed and executed by and between the Purchaser and the successful tenderer. Should the successful tenderer, upon the acceptance of his tender, fail or refuse to duly sign the agreement within the period fixed by the Purchaser as indicated above, the earnest money shall be forfeited without prejudice to his being liable for any further loss or damage incurred in consequence by the purchaser.

The Earnest Money shall be returned to all the firms after finalization of the tender.

**20. ADDENDA TO TENDER DOCUMENTS:**

The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender documents to be reviewed as required.

**21. QUERIES / CLARIFICATIONS:**

For any technical clarifications contact Mr. Paul Kandulna, Sr. Manager (Melt Shop-II), Ph. No. 040-24184370 and for commercial clarifications contact Shri M. Ramachandra Rao, Sr. Manager (Purchase), Ph No. 040-24340243.

22. **NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER:**

The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

23. **LOWEST TENDER NOT NECESSARY TO BE ACCEPTED:**

The Tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to / or incurred by them, through or in connection with their submission of tenders, even though the Purchaser may elect to withdraw the Invitation to Tender.

24. **BANKRUPTCY ETC.:**

If the Contractor shall become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any asset thereof or compound with his creditors, or being a corporation commence to be wound up, or carry on its business under a Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:

- a. To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the receiver / liquidator.

OR

- b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

25. **SUBMISSION OF TENDER:**

Tenders shall be sent by registered post or put in personally in the sealed Tender Box located at the Corporate Security Gate of Midhani. The Tender cover shall superscribe our Tender Number and due date.

The tenders received after the stipulated time (10:30 hrs IST) and due date, due to any reason whatsoever will not be considered.

26. **DEFINITIONS:**

**PURCHASER:**

The term "Purchaser" as used herein shall mean Mishra Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at P.O. Kanchanbagh, Hyderabad - 500 058, India, and shall include its successors and assigns.

**TENDERER:**

The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.

**CONTRACTOR:**

The term "Contractor" shall mean the Tenderer whose tender has been accepted and shall include his/is heirs, executors, administrators, legal representatives, successors and assigns approved by the Purchaser.

**GENERAL TERMS & CONDITIONS FOR IMPORT OFFERS**

1. The Tenderer shall indicate / furnish the following in his offer:
  - i. The tenderer shall furnish typical analysis along with offer with respect to impurities listed in the tender specification.
  - ii. FOB prices indicating port of loading.
  - iii. Your banker's name & address.
  - iv. A confirmation that the price quoted is your lowest export price and is the same as you would normally quote to Government departments and other favoured customers.
  
2. **Agency Commission:**

We are government of India Enterprise. It is our policy to deal with the foreign suppliers / manufacturers directly without associating any of their Indian Agents or payment of any agency commission. You are therefore requested to quote your price without any Agency commission, passing on this benefit to the Purchase, which is Government of India enterprise. Please therefore specifically state in your offer that the price quoted by you is net and no agency commission is payable to any Indian agent.
  
3. **Validity:**

The offer shall be valid for a period of 90 days from the date of Tender opening.
  
4. **Prices:**

Supplier shall quote firm FOB price only preferably in USD for the entire quantity. However, if price quoted in other currencies, the value of the currency equivalent to USD on the date of opening of price bid shall be taken for comparison.
  
5. **Description & specification:**

The description and specification offered in the offer will be binding on the tenderer and no alteration thereof will be permitted.
  
6. **Purchaser's right:**

The purchaser reserves the right to reject or to accept any tender, either in full or in part, without assigning any reasons whatsoever.
  
7. **Authority to submit tender:**

The signatory to the tender will be deemed to have the authority to submit the tender. The tender will be binding on the tenderer and no alternation will be permitted.
  
8. **Terms and conditions of tender:**

Any purchase order placed against the offer against this invitation to tender shall be subject to the general terms and conditions of this invitation to tender.



9. **Arbitration:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

10. **Jurisdiction:**

All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, Telangana, India.

11. **Terms of payment:**

Cash against Shipping Documents (D/P). In the event of order, the Tenderer is requested to furnish documents through their bank to our bank i.e., Andhra Bank, BDL campus branch, P.O. Kancharbagh, Hyderabad – 5000058.

12. **Documents required for payment:**

The tenderer shall be confirming that in the event of order that the following documents will be furnished of each lot / consignment for purposes for payment:

- a) Clean on Board Bill of Lading of conference line vessel as defined in Incoterms 2010.
- b) Shipping Company Certificate that shipment can be arranged by Sea worthy vessel which is not more than 25 years old classed 100 A1 by Lloyds of equivalent classification society and approved by General Insurance Corporation of India.
- c) Signed Invoice for the goods dispatched.
- d) Certificate of Origin.
- e) Packing List.
- f) Test / Manufacturer's Certificate.
- g) Pre-dispatch clearance certificate from the Purchaser.

13. **Price Negotiations:**

Price negotiations as such shall not be held, except in the case of negotiations with the lowest tenderer and accordingly, the tenderers shall have to submit their best commercial bids.

14. **Export Licence:**

Restrictions if any, for exporting this item to Midhani, India may please be indicated specifically with regard to time required for executing the order as per the quoted delivery schedule.

15. **Insurance:**

Marine Insurance coverage will be arranged by the purchaser and hence tenderers should quote only FOB / FAS Prices.

16. **Packing:**

THE MATERIAL SHOULD BE SECURELY PACKED AND PROPERLY MARKED TO AVOID LOSS OR DAMAGE IN TRANSIT.

17. **To recover liquidated damages:**

In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.

18. **Risk purchase:**

The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.

19. **IMPORTANT NOTE:**

- EITHER THE AUTHORIZED AGENT ON BEHALF OF THE MANUFACTURER OR THE MANUFACTURER DIRECTLY CAN BID IN THE TENDER BUT NOT BOTH.
- ONE AGENT SHALL NOT QUOTE FOR TWO MANUFACTURERS.

20. **EMD Clause:**

All bidders shall submit an EMD amount of **USD 375 (US Doller four hundred and seventy only)** in the form of DD through scheduled Bank payable at Hyderabad or Bank Guarantee as per enclosed format shall be enclosed with Techno-Commercial Bid. **If EMD is not found enclosed, such offers liable for rejection.** Bank Guarantee shall be valid for a period of 90 days.

- i. In case of Bank Guarantee submitted in Indian currency – Bank Guarantee confirmed through a Nationalized Bank/ Scheduled Commercial Bank encashable in INDIA.
- ii. In case of Bank Guarantee submitted in Foreign currency – Bank Guarantee confirmed through SBI, Frankfurt / SBI, New York / any Nationalized Bank/ Scheduled Commercial Bank encashable in INDIA.

21. **Addenda to tender documents:**

The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender documents to be reviewed as required.

22. **Queries / clarifications:**

For any technical clarifications contact Mr. Paul Kandulna, Sr. Manager (Melt Shop-II), Ph. No. 040-24184370 and for commercial clarifications contact Shri M. Ramachandra Rao, Sr. Manager (Purchase), Ph No. 040-24340243.

23. **No claim for compensation for submission of tender:**

The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

24. **Lowest tender not necessary to be accepted:**

The Tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to / or incurred by them, through or in connection with their submission of tenders, even though the Purchaser may elect to withdraw the Invitation to Tender.

25. **Bankruptcy etc.:**

If the Contractor shall become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any asset thereof or compound with his creditors, or being a corporation commence to be wound up, or carry on its business under a Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:

- a. To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the receiver / liquidator.

OR

- b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

28. **DEFINITIONS:**

**PURCHASER:**

The term "Purchaser" as used herein shall mean Mishra Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at P.O. Kanchanbagh, Hyderabad - 500 058, India, and shall include its successors and assigns.

**TENDERER:**

The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.

\_\*\_\*\_\*\_

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. WHEREAS MISHRA DHATU NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE) PO KANCHANBAGH, HYDERABAD (hereinafter referred as " The Owner / Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No: \_\_\_\_\_ for supply of \_\_\_\_\_ (herein after called "the said tender") to M/s. \_\_\_\_\_ (herein after called "the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs./USD \_\_\_\_\_ towards earnest money in lieu of cash.
2. WE (Bank Name and Address) (herein after called the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the company stating that in the opinion of the company, which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent / Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs./USD \_\_\_\_\_.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependant or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
5. WE (Bank Name and Address) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and /or till all the dues of the company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender(s) or till date: \_\_\_\_\_ whichever is earlier and accordingly discharges the guarantee.