

**MISHRA DHATU NIGAM LIMITED**

**A Govt of India Enterprise**

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

**Corporate Identity Number : U14292AP1973GOI001660**

**Phone: 040 – 24340001 (10 Lines), 24340165, Fax: 040 – 24340764**

**e Mail ID: [snitesh@midhani.gov.in](mailto:snitesh@midhani.gov.in), website: [www.midhani.gov.in](http://www.midhani.gov.in)**

**Tender Notice No. : 1. MDN/PUR/1960019/CG/ADVT/12T/245/16-17, Date: 26/12/2016**

<b>Start of Issue of Tender Documents:</b>	<b>26/12/2016</b>	<b>at 11.00 Hrs</b>
<b>End of Issue of Tender Documents up to:</b>	<b>23/01/2017</b>	<b>up to 10.30 Hrs</b>
<b>Receipt of Tender on or before:</b>	<b>24/01/2017</b>	<b>by 10.30 Hrs</b>
<b>Opening of Tender Date:</b>	<b>24/01/2017</b>	<b>at 10.30 Hrs</b>

**1. 12T Capacity Truck – 1 Nos.**

**2. 6T Capacity Truck – 1 Nos.**

**Note:**

i) **EMD** : All bidders shall submit offline an EMD amount of Rs 60,000/- in the form of Demand Draft/ Banker's Cheque drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad payable at Hyderabad *or* through online payment with proof thereof *or* Bank Guarantee shall be submitted to AGM (Purchase), MIDHANI, P. O Kanchanbagh, Hyderabad - 500058. Please indicate "EMD for e – Tender" and Enquiry number on the cover. The same shall be uploaded in the website, in the prescribed format. If EMD is not submitted, such offers would be considered as technically rejected. Bank Guarantee shall be valid for a period of 180 days.

**EMD Amount:** Rs. 60,000/-

ii) **Tender Fee:** All bidders shall submit Tender fee amount of Rs 1,000/- in the form of Demand Draft/ Banker's Cheque drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad payable at Hyderabad *or* through online payment with proof thereof, shall be submitted to AGM (Purchase), MIDHANI, P. O Kanchanbagh, Hyderabad - 500058. Please indicate "Tender Fee for e – Tender" and Enquiry number on the cover. The same shall be uploaded in the website, in the prescribed format.

**Tender Fee Amount:** Rs. 1,000/-

iii) **In case of EMD and tender fee payment through on-line, MIDHANI Bank details are:**

**Name of the Firm** : M/s. Mishra Dhatu Nigam Limited  
**PAN No.** : AABCM6345A  
**Bank Name** : HDFC Bank Ltd.  
**Branch Address** : Lakdikapul Branch, Hyderabad.  
**Account No.** : 00210330000440.  
**FSC Code** : HDFC0000021  
**MICR Code** : 500240002  
**SWIFT Code** : HDFCINBBHYD  
**Type** : Current account.

Proof and details of online payment to be enclosed along with Techno-Commercial Bid

iv) **All Bank Guarantees (EMD/SD/PBG) submitted:**

- a. In Indian Currency – Shall be from a Nationalized Bank/ Scheduled Commercial Bank encashable in India.
- b. In Foreign Currency – Shall be from SBI, Frankfurt/ SBI, Newyork/ any Nationalized Bank or Scheduled Bank encashable in India.
- c. All Bank Guarantees shall have an additional claim period of three months from the date of expiry and in our prescribed formats only.

**List of Tender Documents:-**

		<b>Pages</b>
• <b>Technical Specification &amp; Scope</b>	<b>Annexure – I</b>	<b>01</b>
• <b>General Terms &amp; Conditions for Indigenous Offers</b>	<b>Annexure – II</b>	<b>05</b>
• <b>E Procurement Terms and Conditions</b>	<b>Annexure – III</b>	<b>04</b>
• <b>Bank guarantee Format for earnest money deposit</b>	<b>Annexure - IV</b>	<b>02</b>



Nitesh S

Dy. Manager (Pur)

## DESCRIPTION & SPECIFICATION

- Materials to be transported such as Billets, Blooms, Castings, Sheets, Tubes etc., truck shall have payload capacity 6 MT (Minimum) for sl. No. 2 and 12 MT (minimum) for sl. No. 2
- Engine variant shall be BS IV compliance
- Tools like Jack, Jack Rod, Wheel Spanners etc shall be provided in tool Kit.
- Spare wheel/ Extra (Stepney) to be provided
- All three side doors shall be opened for easy loading & unloading of material.
- Standard accessories to be provided. List to be provided at the time of submission of offer
- Plain sheet for loading spin with length 22 ft for both the trucks
- Drivers cabin should be provided.
- Both trucks should be power steering.
- All operation & Service Manuals shall be provided. MIDHANI prefers supply of maintenance spare parts manuals.
- MIDHANI prefers Training to Midhani operators / Drivers to get exposure to the maintenance of the vehicle
- Pre-Dispatch inspection shall be arranged to supplier's works/showroom before delivery of vehicles.
- Catalogue for the vehicle shall be submitted along with offer.
- Instruction manual for Do's & Don'ts may be provided.
- The vehicle cost shall include Temporary Registration. Subsequent Permanent Registration & Insurance will be in MIDHANI scope.

**GENERAL TERMS AND CONDITIONS**

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 AND DUTIES:**

The Tenderer shall indicate their Central & State Sales Tax Registration Nos. & date in the quotation.

- i) If Excise duty or any other charges are payable by the Purchaser, the same must be specifically stated in the offer and payment of such Excise Duty and other duties shall be allowed as applicable at sale point on the production of documentary evidence.

The Contractor has to furnish transporters copy of Invoice along with supplies for availing Cenvat credit.

- ii) SALES TAX: Sales Tax will be paid by the Purchaser at the sale point if legally leviable at the rate ruling on the date of supply. The percentage of Sales Tax applicable should be indicated. Central Sales Tax will be payable at concessional rates against "C" form on materials covered under Sales Tax Registration.

6. **DELIVERY:**

The Delivery Period shall be 3 Months from the date of PO.

7. **TERMS OF PAYMENT:**

90% Value along with 100% taxes & duties against receipt of the material in MIDHANI after pre-dispatch inspection at your works. Pre Dispatch Inspection time more than two weeks shall be to MIDHANI account.

Balance 10% payment shall be done against submission of PBG for 10% value of the order valid till Guarantee Period, with an additional claim period of three months.

8. **WARRANTY/GUARANTEE:**  
A Guarantee Certificate for the equipment for 18 months from the date of supply or 12 months from the date of acceptance whichever is earlier, is to be submitted towards any design, fabrication, workmanship defects etc. in case, any defects are noticed the same should be repaired / replaced free of cost.
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 180 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, Andhra Pradesh, India.
16. **S.S.I. UNITS:**  
**If Tenderer happens to be a SSI Unit with single point registration with NSIC, shall furnish details of turn over besides 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.**
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 in the form of Bank Guarantee. Bank Guarantee shall be confirmed through a Nationalized Bank/ Scheduled Commercial Bank encashable in India. 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:

The tender must be accompanied by an EMD amount of Rs 60,000/- in the form of Demand Draft/ Banker's Cheque drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad payable at Hyderabad or through online payment with proof thereof or Bank Guarantee confirmed through a Nationalized Bank/ Scheduled Commercial Bank encashable in India shall be enclosed with Techno-Commercial Bid.

Tenders not accompanied by Earnest Money Deposit will not be considered. The earnest money shall be kept deposited for 90 days. 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 and for successful tenderer, it shall be returned on submission of SD.

I. Bank Details:

Name of the Firm : M/s. Mishra Dhatu Nigam Limited  
Bank Name : HDFC Bank Ltd.  
Branch Address : Lakdikapul Branch, Hyderabad.  
Account No. : 00210330000440.  
Bank IFSC Code : HDFC0000021  
MICR Code : 500240002.

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:

Queries / clarifications, either technical, financial or commercial, if any, that may arise, should be referred by the tenderer by fax / letter direct to the Addl. Gen. Manager (Purchase), Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad – 500 058 (Fax No. 040-24340165).

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. TENDER OPENING:

A) TECHNO-COMMERCIAL BIDS (UN-PRICED) :

Techno-commercial Bids (un-priced) only shall be opened on the due date indicated in the enquiry at the time of tender opening.

B) PRICE BIDS:

PRICE Bids of technically acceptable tenders' shall be opened after the Techno-commercial bids evaluation and after receipt of clarifications, if any, at the time and date which will be informed to the tenderers concerned in advance.

The comparative assessment of offers received would be made on equal footing taking into account the financial implications for the deviations in terms and conditions. Conditional discounts offered by the tenderers for coverage within a shorter period for early inspection / payment etc., shall not be considered at the time of evaluation of tenders.

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.

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**INSTRUCTIONS TO THE TENDERER FOR ONLINE SUBMISSION OF QUOTATION**

1(a). The Tender has to be submitted in TWO BID SYSTEM failing which the tender will be liable for rejection. All technical matters, Testimonials, credentials, commercial conditions has to be mentioned in Cover-I i.e. Technical Bid and Price has to be mentioned in Cover-II i.e. Price Bid (BOQ).(Note: The other commercial terms & conditions of your quotation/offer should be mentioned separately in **ATC (Agreed Terms and Condition)** which will be downloaded and upload the same in cover I). All bids are to be submitted on-line on the website <http://eprocuramidhani.gov.in> **No bid shall be accepted off-line.**

1(b). No consideration for wrong entries/errors will be allowed and firms are advised to carefully indicate the applicable taxes and duties amount.

**2. Technical Specification:** Technical Specification containing the technical parameters for tendered item will be in PDF format and will be downloaded by the bidder and he will furnish all the required information in PDF file. Thereafter, the bidder will upload the technical specification of the quoted item in PDF file during bid submission. Non-compliance of any one specification parameter of the item will disqualify the bidder in that item. The Technical specification which is incomplete and not submitted as per instruction given above will be rejected.

**3. Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in respective folder. The Price-bid will be in Item-wise Rate BOQ format and the bidder may quote for any or all the tendered items and the L-1 will be decided for each item separately. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction will be rejected.

4. The “General Terms & Conditions” as mentioned in the NIT shall form an integral part of the NIT and will also form a part of the Supply Orders placed against this tender.

**5. Clarification of Bid:** The bidder may seek clarification on-line within the specified period. His identity will not be disclosed by the system. However, the management will clarify as far as possible the relevant queries. The clarifications given by the department will be visible to all the bidders or only the bidder who raised the clarification query , intending to participate in the tender.

## 6. Submission of Bid:

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal <http://eprocuremidhani.gov.in> with valid Digital Signature Certificate (DSC) of Class III issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. The online Registration of the Bidders on the portal will be free of cost and one time activity only.

b. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

c. In case the Tender Committee finds that there is some error/omission in scanning & uploading the Technical Cover document by a bidder, the same will be specified on-line under shortfall documents by Evaluator normally within short duration of Technical-bid (Part-I) opening, indicating the start date and end date giving specific time for on-line submission by bidder. The bidder will get the intimation about this through a standard system generated e-mail and will re-upload the same within specified period. No additional time will be allowed for on-line submission of document.

7. Modification and Withdrawal of Bid: The bidder may modify and resubmit the bid on-line as many times as he/she may wish, only before the deadline of submission of tender.

8. **Firm Price:** Price quoted shall be firm and fixed till complete execution of order.

9. **PRICES:** Prices quoted must be FIRM till delivery, otherwise the offer will be rejected. The destination point for delivery of materials will be as follows:

Item Sl. No.	Quantity	Consignee	Destination Point (Place of delivery of materials)
All items	Full Quantity	Dy. Genl. Manager (Stores) Mishra Dhatu Nigam Limited PO - Kanchanbagh HYDERABAD - 500058, A.P., INDIA	Dy. Genl. Manager (Stores) Mishra Dhatu Nigam Limited Central Stores PO - Kanchanbagh HYDERABAD - 500058, A.P., INDIA

The bidder will be responsible for safe arrival of materials to the destination points as mentioned above. However, the unloading and stacking of materials will be the responsibility of the consignee. The bidders should quote their **unit rate** on FOR (Free on Road/Rail) destination basis in a specified format containing the breakup of applicable taxes and duties, freight, insurance and other components of the price in absolute value along with the basic price of each item. The L1 bidder will be decided by the system on the basis of landed price inclusive of all taxes and duties as applicable for each item. It will be calculated automatically by the system based on the price quoted by the bidders, by summing up the basic rate with other price elements, as given by the bidders on-line. Non submission of any price component by bidder will be taken as 'zero' by the system, the evaluation will be done accordingly and that price element will be assumed to be included in the basic price quoted by the bidder. Bidders are requested to indicate Excise Duty and Service Tax separately in the BOQ wherever applicable.

10. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid on-line at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

11. The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dashboard on-line. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the MIDHANI, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the MIDHANI, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the MIDHANI.

12. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

13. **Currencies of Bid and Payment:** The unit rates shall be quoted by the Bidder entirely in Indian Rupees only.

14. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, MIDHANI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

15. **One Bid per Bidder:** Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

16. **Laws Applicable:** The Contract (order) placed for supply covered by this tender shall be governed by the laws of Government of India for the time being in force.

17. **Force Majeure:** a) Unforeseeable causes beyond the control and without any fault or negligence of either party which effect delay or failure to fulfill this agreement partially or wholly shall be regarded as force majeure and shall include causes such as Act of God, War Fires, Floods, Epidemics, Quarantines , Govt. Restrictions Strikes, Earth Quake. Etc.

b)The occurrence of case of force Majeure shall be notified by the party affected by it to the other party immediately by cable/fax and confirmed by registered air mail letter, stating the nature of occurrence accompanied by a certificate issued by Chamber of Trade/Commerce or by the Ministry of Shipping, Government of India, New Delhi as the case may be . The same procedure shall be observed when the case of force majeure ceases.

18. The MIDHANI reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

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.

6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
  
7. We (Bank Name and Address), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).
  
8. Notwithstanding anything contained herein before, our liability shall not exceed Rs./USD \_\_\_\_\_ towards earnest money in lieu of cash and shall remain in force till (date). Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry i.e., \_\_\_\_\_ we shall be discharged from all the liabilities under this guarantee.

Date: \_\_\_\_\_ (Bank Name and Address)

Signature of duly

Authorized person

On behalf of the Bank

With seal & signature code