

Mishra Dhatu Nigam Limited
A Govt. of India Enterprise
P.O. Kanchanbagh, Hyderabad – 500058 (A.P.), India
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Email Id: , mrrao@MIDHANI.com, sindusha.p@MIDHANI.com
Website: www.MIDHANI.com
Tender Notice No: MDN/PUR/AP1662005/ADVT/315/16-17
Date: 09-03-2017

Issue of Tender Documents up to : 23-03-2017 @ 17.00 Hrs.
Receipt of tender on or before : 24-03-2017 @ 10:30 Hrs.
Opening of Tender Date : 24-03-2017 @ 11:00 Hrs.

**CONTRACT FOR TRANSPORTATION OF BULK LPG IN TANK TRUCKS
17/12MT CAPACITY FROM IOCL/BPCL/HPCL OUTLETS AT CHERLAPALLY
TO MIDHANI**

Note:

EMD : All bidders shall submit an EMD amount of Rs 37,500/- in the form of DD/BC from any Nationalized/Scheduled Bank payable at Hyderabad or Bank Guarantee confirmed by bankers of bidders favoring MIDHANI through a Nationalized Bank/Scheduled Commercial Bank en-cashable in INDIA shall be enclosed with Techno-Commercial Bid. If EMD is not found enclosed, such offers would be liable for rejection. BG shall be valid for a period of 90 days.

Tender Fee: All bidders shall submit Tender Fee amount of Rs. 1000/- in the form of DD/BC drawn in favour of Mishra Dhatu Nigam Limited through Scheduled bank, payable at Hyderabad.

List of Tender documents:-

	Pages
1. Technical Bid Format – Annexure-B	02
2. Price Bid Format - Annexure-A	01
3. GENERAL TERMS & CONDITIONS - Annexure-I	08
4. Procedure to be followed to submit tender- Annexure-II	01
5. BG format for EMD	02

INSTRUCTIONS FOR SUBMISSION OF TENDER
FOR TRANSPORTATION OF LPG

The tenderers are requested to note the following and follow strictly the same while submitting their tenders:

Submission of Tender:

Tender is a two part bid containing Annexure "A" and Annexure "B" as detailed below:

Annexure "A"- Rate Schedule/Commercial Bid

Annexure "B"- General information about the tenderer/Technical Bid.

Each annexure shall be submitted in separate sealed covers superscribing the details viz: Tender Number and Annexure-A or B. Two envelopes, one containing the Technical Bid/General Information about the tender along with EMD(Annexure-B) and Commercial Bid / Rate Schedule (Annexure-A) shall be kept in another cover and duly sealed. The Due date of tender shall be indicated on the outer cover.

The details of the organizations are to be given in the proforma as per Annexure –B. Required supporting documents should be enclosed along with it. Demand Draft for Rs. 37,500/- towards EMD shall be enclosed along with it.

The Annexure-A (Rate Schedule) should be filled up indicating the rates as per the details given thereon. The rates shall be entered in ink or type written and the amount should be specified in figures as well as in words. Corrections or erasures in the quotations shall be avoided. However, if absolutely necessary, they shall be made only with full counter signature of the tenderer. Against the signature of tenderer, the tenderer shall affix the official seal.

Tenderer should note that on the due date, after opening the outer cover, the envelope contained Annexure-B along with enclosures will be opened first for studying the technical acceptability of the tenderer. After satisfying with the information/documents furnished by the tenderer in Annexure-B, the second envelope containing the Rate Schedule (Annexue-A) of tenderers' whose tenders are technically acceptable , only will be opened at a later date and the date of opening will be informed to the technically accepted tenderers.

MIDHANI reserves the right to reject /accept any or all tenders in part or in full without assigning any reasons whatsoever. The Due date and time for submission of the tender is **24-03-2017** at 10:30hrs. The tender, complete in all respects should be dropped well before the time in the Tender Box kept at our Corporate Office. The tenders shall be opened at 11:00hrs on the same day i.e. **24-03-2017** at our Corporate Office in the presence of the accredited tenderers, who may choose to be present.

General Terms and conditions

1. Services are required from reputed transport contractors owning carriers with Tank- Trucks of more than 12MT capacity for transportation of LPG by road from places as per Annexure A to MIDHANI's factory site. Carriers interested in taking up contract should offer their lowest rates.

The rates should be given in the Proforma as per Annexure- A. The rates shall be entered in ink or type written and the amount should be specified in figures as well as in words. Corrections or erasures in the quotations shall be avoided. However, if absolutely necessary, they shall be made only with full counter signature of the tenderer. Against the signature of tenderer, the tenderer shall affix the official seal.

Note:

- i) The rates quoted are to be inclusive of all charges incidental to the handling and transportation.
- ii) Rates may be quoted per MT , as indicated in Annexure-A.

The rates quoted shall remain firm for the duration of the Contract.

SITE CONDITIONS AT MIDHANI.

- i. We have 4 LPG Bullets having a total capacity of 260MT maximum.
- ii. Unloading is done between 10:00hrs and 15:00 on working days normally. Depending on exigencies, unloading can be done on holidays & Sundays at 7:30AM. All tankers are required to get an endorsement of MIDHANI Security regarding date and time of arrival at MIDHANI.
- iii. No detention charges will be paid, if the tankers are detained for reasons beyond our control.
- iv. All incoming consignments will be covered by MIDHANI's Open Insurance Policy. Notwithstanding to any independent arrangements made by MIDHANI to insure the goods against the transit risks, the transport contractor shall be fully liable to make good all losses suffered by MIDHANI due to damage/loss or non-delivery/short-delivery of goods entrusted to the transport contractor for transport.

The contractor's liability is absolute in all circumstances and not absolved even where MIDHANI Insures the goods.

2. Carriers shall ensure that LPG carried to MIDHANI shall be transported with proper care. In case it is found that LPG entrusted to the charge of the carriers are damaged or lost in part or in full while in their custody and or in transit, the carriers shall be liable for such damage/loss and shall furnish to the consignee at the time of delivery a damage/shortage/loss certificate as

the case may be. The contractor shall be fully responsible for the LPG from the time acceptance from the consignor till the time of delivery to the consignee. The contractor shall not have any lien on the LPG under any circumstances.

3. The contractor shall be solely responsible for the actions arising by any accidents, negligence in handling by its employees, during transit and he shall be liable for the damages/losses etc., suffered by him or caused to others.
4. The carrier shall collect the Duty Paid documents/invoices (required for availing Cenvat Credit by MIDHANI) from the loading point without fail and hand over the same carefully at MIDHANI Stores. In case of loss of this document by the transporter during transit, or his failure to collect such documents and hand over the same at MIDHANI Stores, the contractor shall be responsible for the loss and shall indemnify the loss suffered by MIDHANI.

5.1 After loading of LPG in the tankers as called for by MIDHANI, the LPG should reach MIDHANI, Hyderabad as per the schedule given below excluding the day of loading, failing 1% (one percent) of the freight charges in respect of the delayed consignments in each case shall be recovered from the contractor as liquidated damages for each day or part thereof beyond the specified number of days. However this clause shall not prejudice the right of MIDHANI to enforce the other remedies that may be deemed fit, against the contractor.

SI No	L P G TO BE TRANSPORTED		No of days
	FROM	TO	
1	Cherlapally	MIDHANI, Hyderabad	1

5.2 Non delivery of the LPG beyond 3 days after loading will entail forfeiture of the Security Deposit apart from the cost of the LPG being recovered in full in addition to the other remedies by MIDHANI. In such case, the Contractor shall arrange payment forthwith to MIDHANI on receipt of such demand notice.

6.0 Other Conditions:

The Contractor shall deploy trailer tankers as required for the job. Only National permit vehicles in good condition certified by RTA (fitness certificate)should be deployed with all Taxes/Duties paid upto date.

6.1 The Contractor shall take all precautions and shall be responsible for safe transportation and delivery of the LPG but will not be responsible for reasonable transit leakage/evaporation, if any, up to a maximum of 1% of the quantity loaded per trip. In case of shortage beyond 1%, the cost as billed by LP Gas suppliers, for the same together with the corresponding transportation charges will be deducted from the Contractor's bills. However, the freight charges shall be paid for the actual quantity of L.P.Gas delivered at MIDHANI.

- 6.2 The contractor shall conform to and be fully responsible for all the statutory obligations, rules and regulations of Union or the State Government regarding Petroleum Products and the transportation of LPG without any additional charges whatsoever to MIDHANI.
- 6.3 MIDHANI will ensure minimum time of unloading at their premises which would not normally exceed 8 working hours from the time the tanker arrives at their premises subject to the conditions that decanting will be done normally between 10:00hrs to 15:00hrs on all working days. MIDHANI will make its own arrangements at their premises for decanting the LPG.
- 6.4 The contractor shall be liable for any loss or damage or injury to MIDHANI's property/personnel resulting due to Force majeure conditions or break-down of machinery and equipment not caused by the negligence of the contractor and such other cause or causes beyond the control of the Contractor. Such Force majeure conditions shall be notified to MIDHANI immediately by the contractor as and when they occur.
- 6.5 MIDHANI reserves the right to enter into parallel contracts with any other LPG transport contractor during the currency of the Contract. MIDHANI also reserves the right to make alternative arrangement at the cost and risk of the transporter, in the event of failure on the part of the contractor to provide required number of trucks to lift the LPG as required by MIDHANI. Any additional expenditure incurred by MIDHANI in making such alternative arrangement shall be recovered from the contractor under this contract or any other contract of MIDHANI may have with the contractor.
- 6.6 No detention charges are allowed for the tankers detained in MIDHANI's premises or at loading points.
7. In the event of non-delivery or loss of goods, the assessment of loss to be recovered from the contractor shall be made by an authorized officer of MIDHANI and the same shall be final and binding on the contractor without any appeal.
8. Failure on the part of the contractor to arrange tanker for transportation of LPG in time will amount to breach of the Contract. In such case MIDHANI reserves its right to engage alternative sources for transportation and shall recover the difference in the cost thereof from the contractor from the payments due to them or Security Deposit, if any, or the contractor will be asked to make the loss good, in case the payment are not sufficient for effecting the recovery.
9. The contract to be awarded will be valid for a period of Six months from the date of commencement of the Contract. This period can be extended/reduced at MIDHANI's discretion. MIDHANI reserves the right to use its own transport or transport of its sister concerns or enter into parallel contracts with other Public/Private carriers at its discretion. Estimated

quantity for transportation of LPG is 1200MT approximately. This is however, without guarantee.

10. In case of unsatisfactory performance or violation of any of the terms and conditions, the decision of Additional General Manager (Purchase&Stores), MIDHANI will be final and binding on the Contractor. MIDHANI also reserves the right to enter into parallel contracts with more than one tenderer.
11. Bills shall be submitted at a frequency to be mutually agreed upon between MIDHANI and the contractor and the same will be paid normally within 30 days from the date of submission. The bills shall furnish the following details:
 - a) Description of materials as per consignors' delivery challan.
 - b) Weight Delivered
 - c) MIDHANI's Purchase order number and gate entry number.
 - d) Copy of acknowledgement of delivery with copy of carrier's GC Note certified by Stores Officer, MIDHANI.
 - e) Date of delivery at destination with consignee's acknowledgement clearly indicating name of the person who received the material affixing the rubber stamp of the consignee.
12. The contract is liable for termination by either party by giving two months advance notice in writing to each other.
13. Tenders should be accompanied by Earnest Money Deposit for a sum of Rs.37,500/- in the form of Demand Draft in favour of MIDHANI, Hyderabad. The earnest money deposit will not bear any interest and will be returned to unsuccessful tenderers after finalization of the contract. Offers submitted without EMD will be rejected.
14. Successful tenderer(s) should furnish a Security Deposit of Rs.1,50,000/- either in Demand Draft or in the form of Bank Guarantee within 10 days of award of contract, failing which the Earnest Money Deposit will be forfeited and acceptance of offer stands cancelled forthwith. The Security Deposit is liable to be forfeited on violation of any of the terms and conditions of the contract and /or appropriated towards any loss or damage that may be sustained by MIDHANI which can be attributed to the contractor's negligence or failure or towards any penalty levied on the contractor in terms of the contract. EMD submitted can be adjusted towards Security Deposit.
15. Tenderers shall furnish the copies of certificates registration in relevant states covered by the routes for all the vehicles of the fleet owned by them. The tenderers shall furnish the name of the bank and a certificate from their auditors regarding turnover during the preceding two years. They are also requested to furnish the names of other Public Sector Undertakings/large private companies/organizations for whom they are rendering services on a contract basis, along with certificates of satisfactory performance from the Undertakings/Private companies. Other details as asked in Annexure-B shall also be furnished. No columns shall be left blank.

16. The successful tenderer shall employ vehicles with necessary permits from concerned authorities.
17. 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 alterations thereof will be permitted.

Tenders (Containing Annexure "A" and "B") in sealed cover superscribed MDN/PUR/AP1662005/ADVT/315/16-17 DT:09-03-2017 and due date addressed to the Additional General Manager (Purchase & Stores), Mishra Dhatu Nigam Limited, P.O. Kanchanbagh, Hyderabad-500 058 and accompanied by Earnest Money Deposit shall be dropped in the Tender Box placed at Security Post of our Corporate Office before 10-30hrs on 09-03-2017 . The tenders will be opened at 11-00hrs on the same day in MIDHANI Corporate Office. (See Instructions for submission of tender). Tenders received after due date and time will be rejected.

20. MIDHANI reserves the right to reject/accept any or all tenders in part or in full without assigning any reasons whatsoever.
21. In case of any difference/dispute arising out of interpretation of any of the above terms and conditions between the parties, the same shall be referred to Additional General Manager (Purchase & Stores), MIDHANI and whose decision thereon shall be final and binding on the points.
22. **JURISDICTION:** The Courts within the local limits of Hyderabad only will have jurisdiction to decide the matters other than the Arbitrable matters and the clause 7.0 hereof connected with or concerning this contract.

23. **VALIDITY:**

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

24. **ARBITRATION:**

In the event of any dispute or difference whatsoever arising between the parties as to the interpretation or performance or execution of the agreement or the respective rights and liabilities of the contracting parties it shall be referred to arbitration of Arbitrator nominated by the Chairman & Managing Director of MIDHANI, notwithstanding that the nominee is a MIDHANI employee, whose decision shall be final, conclusive and binding on both the parties.

It shall be a term of the agreement that in the event of the Arbitrator to whom the arbitration is originally referred to , is transferred or vacates his office for any other reasons, his successor in his office shall be deemed to have been appointed as the Sole arbitrator in accordance with the agreement. He shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

In the event the designated arbitrator shall be removed by an order of court the reference shall stand exhausted and proceedings shall take place on appointment of new Sole arbitration by the C& MD of MIDHANI.

To all such proceedings, the provisions of the Indian Arbitration and Conciliation act 1996 as amended from time to time shall apply.

The place of arbitration shall be Hyderabad, Telangana

The language shall be English.

25. 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.

26. 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 P.Sindusha, Asst.Manager(Purchase), Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad – 500 058 (Fax No. 040-24340764) or e-mail to sindusha.p@MIDHANI.com or ph.no: 040-2418 4334 /2434 0243 for commercial clarifications & ph.no: 040-2418 4302/4306 Sri P.GURUNATH,DM(STORES) & Sri Praavin S.Warad, Sr.Manager(Stores) for technical clarifications.

27. 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.

28. 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.

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

OR

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.

30. 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.

31. 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 SUPERSCRIBED 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.

32. 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.

GENERAL INFORMATION ABOUT THE TENDERER

The following particulars must be furnished by the Tenderer:

I	<p>a)NAME AND ADDRESS OF THE TENDERER AND HIS FAX / TELEPHONE NO.</p> <p>b) Address of Hyderabad Office Telephone No/ Fax No Name of the Contact Person:</p>	
II	<p>COMPOSITION OF THE TENDERER: (It should be stated whether the tenderer is a registered partnership firm or a Limited Co. and names of all partners / Directors etc., be given. The date of establishment should be indicated. It should also be certified that there are no undisclosed partners. In the case of Limited Companies, the authorised and paid up capital along with its statement of Assets & Liabilities should be stated.)</p>	
III	<p>BUSINESS IN WHICH THE TENDERER IS EMPLOYED: (The nature of all businesses in which the tenderer or partners of the tenderer are engaged should be stated together with particulars of their office or branches.)</p>	
IV	<p>EXPERIENCE : (Full particulars should be given if the tenderer has carried out transportation of materials of the Central Government, any State Government or State/Public and Private Companies, the period for which the work has been done should be clearly indicated. Certificates to support statements may be attached. It should also be clearly stated whether the tenderer holds a licence/permit for transportation, and if so, a copy thereof should be enclosed with the tender.</p>	
V	<p>TENDERER'S BANKERS: (The name of the bank or banks and the branch or branches with which the tenderer has dealings and who certify to the tenderer's financial status, should be given. The tenderer should arrange for a confidential report to be sent atleast by one of their bankers direct to Addl. General Manager (Stores)</p>	

	Mishra Dhatu Nigam Limited, P.O.Kanchanbagh Hyderabad-500 058 so as to reach him before the date fixed for the opening of the tenders, giving reference to this tender).	
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VI	LOCATION OF DEPOTS IN INDIA	
VII	NO.OF OPERATORS EMPLOYED	
VIII	No. of trucks owned by the tenderer with Registration Nos., and capacity of the tank trucks. (Copies of Registration certificates/Road Tax/All India Permit/Vehicle Insurance Certificate are to be submitted).	
IX	1.Upto date Income Tax Clearance Certificate to be furnished along with P.A.N No. and jurisdiction of the assessing officer. Without the above the tender will not be considered.	
X	Details of trucks proposed to be employed for MIDHANI	No. of Trucks: Capacity: National Permit Nos:
XI	Details of Demand Draft enclosed. Demand Draft No. & Date: Amount Rs.37,500/- Issuing Bank: In favour of Mishra Dhatu Nigam Limited,Hyderabad	

I/we are in agreement with the terms and conditions of the Tender Document and we abide by the same. The particulars furnished by me/us as above, are true and correct.

SIGNATURE AND SEAL OF THE TENDERER

ANNEXURE –A

**SCHEDULE OF RATES FOR TRANSPORTATION OF LPG TO MIDHANI SITE AT HYDERABAD FROM
THE PLACE MENTIONED BELOW**

STATIONS	RATE PER MT (Rs.)	
	(in figures)	(In Words)
CHERLAPALLY, HYDERABAD		

PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:

ENVELOPE NO.1:

PART - I “TECHNO-COMMERCIAL BID” TENDER No: MDN/PUR/AP1662005/ADVT/315/16-17
along with EMD Rs.37,500/- DATE: 09-03-2017, DUE DATE: 24-03-2017
To
THE ADDL. GENERAL MANAGER (PURCHASE)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II “PRICE BID” TENDER No: : MDN/PUR/AP1662005/ADVT/315/16-17 DATE: 09-03-17
To
THE ADDL. GENERAL MANAGER (PURCHASE)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

PLEASE PUT ALL THE TWO ENVELOPES IN A BIGGER SIZE ENVELOPE:

ENVELOPE NO.3

TENDER No: : MDN/PUR/AP1662005/ADVT/315/16-17
DATE: 09-03-2017, DUE DATE: 24-03-2017

CONTENTS:

- A) TECHNO-COMMERCIAL BID along with EMD cover
- B) PRICE BID

To
THE ADDL. GENERAL MANAGER (PURCHASE)
MISHRA DHATU NIGAM LIMITED
PO: KANCHANBAGH,
HYDERABAD - 500 058. INDIA

NAME OF THE TENDER:

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