

**MISHRA DHATU NIGAM LIMITED**

A Govt of India Enterprise

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

Corporate Identity Number : U14292AP1973GOI001660

Phone: 040 – 24184202, 24340165, Fax: 040 – 24340764

e Mail ID: [traghuram@midhani.com](mailto:traghuram@midhani.com)/[snitesh@midhani.com](mailto:snitesh@midhani.com), website: [www.midhani.com](http://www.midhani.com)

Tender Notice No. : MDN/PUR/AP5868105/ADVT/330/16-17, Date: 23/03/17

Issue of Tender Documents:	24/03/2017	at 11.00 Hrs
End of Issue of Tender Documents up to:	17/04/2017	up to 17.00 Hrs
Receipt of Tender on or before:	18/04/2017	by 10.30 Hrs
Opening of Tender Date:	18/04/2017	at 11.00 Hrs

**Item Description and Quantity:**

1. **Techno-Economic Feasibility Report for Carbon Fiber Project**  
Details: As per Annexure.

**Note:**

- i) **EMD** : All bidders shall submit an EMD amount of Rs 40,000/- or equivalent (USD 600) in the form of Demand Draft/ Banker's Cheque drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad or through online payment with proof thereof or Bank Guarantee shall be enclosed with Techno-Commercial Bid. If EMD is not found enclosed, such offers would be liable for rejection. Bank Guarantee shall be valid for a period of 180 days.
- ii) **Tender Fee**: All bidders shall submit Tender fee amount of Rs 1000/- or equivalent (USD 15) in the form of Demand Draft/ Banker's Cheque drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad or through online payment with proof thereof in favour of Mishra Dhatu Nigam Limited through scheduled Bank payable at Hyderabad.

iii) **All Bank Guarantees (EMD/SD/Advances/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. Bank Guarantees (SD/Advances/PBG) shall have an additional claim period of three months from the date of expiry and in our prescribed formats only.

iv) **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.

**List of Tender Documents:-**

	<b>Pages</b>
• <b>Annexure I : Technical Specifications</b>	<b>04</b>
• <b>Annexure II : General Terms and Conditions</b>	<b>05</b>
• <b>Annexure III: Format for EMD Bank Guarantee</b>	<b>02</b>

**For MISHRA DHATU NIGAM LIMITED**

  
(Nitesh S)

**Dy. Mgr Purchase**

## Preparation of Techno-economic Feasibility Report (TEFR) for setting up an Integrated PAN based Carbon Fiber Plant & Prepreg Line

### Introduction to the Carbon Fiber Project:

MIDHANI would like to set up an integrated green-field plant (capacity: 300 TPA) for the production of various grades of carbon fiber (3K, 6K and 12K tows) of Standard Modulus, Intermediate Modulus and High Modulus grades for the strategic applications. The Plant will consist of facilities for: i) Synthesis of Polyacrylonitrile (PAN) polymer with monomer recovery, ii) Spin Dope preparation, Solvent Recovery and Special Acrylic Fiber (precursor for carbon fiber) spinning Line, iii) Carbon Fiber Line, which will have Stabilization Furnace (Oxidation Oven), Low Temperature & High Temperature Furnaces, Graphitization Furnace, adequate Gas Exhaust System, Surface Treatment & Sizing Unit, Fiber Drying Unit, Winding & Unwinding Facilities etc; iv) Various raw materials and product testing facilities (Laboratory Equipment) for Quality Control and v) Various Utilities such as Nitrogen Plant, Effluent Treatment Plant (ETP), Boiler etc. The Integrated Carbon Fiber Plant will also have separate line for production of aerospace grade carbon fiber prepreg (100 TPA).

In pursuance to the above objective, MIDHANI would like to engage a reputed consultant to make a Techno-Economic Feasibility Report (TEFR).

### Consultant's Scope of Work for Techno-Economic Feasibility Report (TEFR):

#### 1. Market analysis

- i) **Global market:** Survey (desk-top study) of global manufacturers of carbon fiber (Strategic fiber – Low Tow and Commercial fiber – High Tow) and carbon fiber pre-preg; product profile, technology/process route and manufacturing capacities of major global suppliers. Global market dynamics, demand-supply position, pricing, applications and market trend.
- ii) **Domestic market:** Likely demand-availability, and likely demand-supply gap estimation of carbon fiber and carbon fiber prepreg sector-wise (Space/Aerospace/Defence /Nuclear/commercial) for the next 10 years based on desk research and available published information; various grades of carbon fibers & prepregs, and their applications (strategic and commercial); suppliers/traders net work in carbon fiber and prepreg market, end users of carbon fiber and pre-preg; domestic manufacturers of carbon fiber and prepreg; resin market for prepreg; imported prices and import data for last five years.

## 2. Processing and manufacturing

- i) Process description of various type of unit operation for carbon fiber production right from the polymer making with broad process flow chart and plant material & process flow-sheet, and process yields. Surface treatment and sizing operation should be elaborated; Prepreg making process and yield.
- ii) Estimation of annual requirement of major raw materials for carbon fiber and prepreg keeping in view the production requirement, and indication of availability/sources/prices of major material requirements; Material Balancing; Envisage product Mix.
- iii) Review the technology/process flow-sheet of Domestic R&D Institution (Carbon Fiber Technology Provider) and also the availability of technical expertise/know-how (for T-300, T-800 and M55J) from overseas. Review of domestic producers of carbon fiber prepreg and availability of prepreg technology. Also provide preliminary cost of technology for carbon fiber and prepreg technology.
- iv) Review Plant/Line capacity, requirement of Plant, Machineries and Utilities, equipment cost, vendor identification for major equipment for carbon fiber and prepreg.
- v) Indicate the major production units as well as auxiliary facilities and ancillary buildings within the plant boundary.
- vi) Brief technical specification of major and auxiliary equipment.
- vii) Review the logistics for receipt and handling of inbound raw materials and dispatch of outbound products within the plant boundary
- viii) Review of Basic Engineering design: Process flow diagrams (PFD), Piping & Instrumentation diagram (P&ID) and Process Control Methodology; Review of Plant automation; Develop Equipment Layout.
- ix) Requirements of various Safety provisions; Statutory Licensing & Environmental Clearance requirements; Emission norms.
- x) Develop a preliminary scheme for handling/recycling/disposal of major waste (solid/liquid/gaseous) generated within the plant. Review the nature and sources of pollutants, and broadly indicate necessary pollution mitigating measures.
- xi) Review Inspection & testing processes, laboratory facility requirements.

- xii) Review of Linked Projects and their status
- xiii) Brief on recycling process and use of off-grade/discarded carbon fiber and prepreg

### **3. Utility, Man Power and Site related study**

- i) Land requirement and site development. Visit the various proposed sites and selection of site, and review the adequacy of land and availability of infrastructure facilities (water, electrical power, transport linkage etc).
- ii) Indicate Man power requirement, staffing and training requirement for operation and maintenance
- iii) Estimate the requirements of electric power, water, effluent treatment, emission control and other utilities (nitrogen, HVAC, Boiler, DM water etc) and identify the major facilities required for meeting their estimated demand.
- iv) Building requirement & Building Layout; Roads & Civil requirement within the boundary area; Plant General Layout indicating relative position of major production & auxiliary facilities within the plant boundary. Space provision for future expansion should be kept in the layout, depending on land availability.

### **4. Techno-commercial aspects**

- i) Estimation of project cost (CAPEX) for the Project comprising costs for civil and structural work, equipment, utilities and service facilities, engineering and administration expenses and contingencies. The capital expenditure for prepreg making facility should be shown separately.
- ii) Estimation of Operating cost (OPEX), annual manufacturing expenses at rated capacity operation.
- iii) Prepare financial analysis for 10 years of plant operation based on the estimated capital cost and annual manufacturing expenses. The Financial analysis should include projected Profit & Loss Statement, Cash Flow Statement, Break-even Analysis, Internal Rate of Return (IRR), Payback Period, Cost of Capital, Phasing of expenditure, Sensitivity Analysis, product selling price, and other key financial indicators taking into account all relevant factors, taxes, duties, incentives available from state and central government at suitable debt equity ratios and any other gearing ratios as suggested by the client. Minimum selling price of carbon fiber and prepreg should be calculated under different conditions.

- iv) Prepare an overall implementation schedule in the form of a bar chart indicating the sequence and duration of the major activities, and implementation strategy.
- v) Assessing and identifying the requirements of Information Technology (IT) and automation level of the Project. Based on requirement, formulate and suggest implementation and integration plan. Also provide preliminary estimates of cost and time.
- vi) SWOT analysis for the Project. Also indicate major risks associated with the Project and possible mitigation measures.
  
- vii) The Consultant should suggest the way the project should be implemented (Project Management Model, Project Implementation Plan, Project execution Methodology etc.), considering the fact that the Carbon Fiber project is quite unique in nature and needs special approach.

Note:

Besides the above Scope of Work (SOW), the Consultant is required to cover all the aspects for preparation of a TEFR to suitably guide the Client to take further actions for realization of the Project.

The consultant should make realistic assessment and consider all other relevant factors to prepare TEFR to help and guide the Client to take further decision for establishing the Project.

The consultant has to make the required site visits, visits to the Client's and Technology Supplier's office as necessary without any additional cost.

The consultant has to keep provisions to make presentations to the Management in the draft stage and final stage (if required).

The consultant should make all efforts to minimize the time to finalize the final TEFR.

\*\*\*\*\*

**GENERAL TERMS AND CONDITIONS TO TENDER ENQUIRY**

**1. DEFINITION**

- a. 'MIDHANI' means Mishra Dhatu Nigam Limited, Hyderabad and it's successors in office and In-charge of the division
  - b. 'TENDERER' means the person / Firm / proprietor and it's successors, legal heirs, legal representative etc. submitting quotations in response to the advertisement / tender after accepting all the terms & conditions.
  - c. Words imparting the singular only also include the plural and vice versa where the context requires. Words imparting the persons include firm and corporation and vice versa where the context requires.
  - d. 'CONTRACTOR' means the successful tenderer to whom the work is awarded.
2. The tenders should be valid for a minimum period of 3 months from the date of opening of the tenders. The rates should be quoted in both figures and words Erasers and corrections may be avoided. In case, it is unavoidable, the same may be done with full counter signature of the tenderer on such places.
  3. Quotation with vague and inconclusive expressions and not clear in all respects are liable to be rejected.
  4. Firmness of price: The quoted prices should be firm during the tenure of Contract / Purchase Order.
  5. Please confirm whether your firm / Company is registered as MSME unit under Single Point Registration Scheme of NSIC, Part-II of DIC, and if so please furnish proof of registration, without certificate, firm will not be considered as MSME.
  6. Acceptance of tender: MIDHANI reserves the right to accept or reject the whole or any part of the tender without assigning any reason whatsoever. MIDHANI may also enter into contract parallely with other sub-contractors for the same job.
  7. The detailed scope of work / supply is given at Annexure.
  8. The required information about tenderer and other details are to be furnished as per Annexures.
  9. Negotiations are normally not held except in rare cases. Hence, the tenderer is advised to quote the lowest, competitive rate. Any voluntary Post-tender price reductions will render the quotation, liable for disqualification.
  10. The tenderer will be required to obtain the workmen compensation Policy covering the persons engaged by him and to give compensation as required under this Act in case of any accident in respect of the labour employed by him under this contract.
  11. Rejections: The order has to be executed as per scope of work. In case any material is rejected due to faulty workmanship, the cost of material as determined by MIDHANI would be recovered from the contractor. The contractor shall engage his own supervisor to supervise the work of his workmen during all the working periods.

**12. Taxes & Duties:** As applicable, mention clearly. Otherwise offer will be considered as inclusive of all taxes & duties.

**13. PAYMENT TERMS:**

- a. payment will be made on pro rata basis / RA Bills / basis on submission of bills duly certified by Indentor within 30 days subject to compliance of clause no. 18 and other Terms & Conditions herein.

**14. EXECUTION OF WORK:**

- a. The work shall commence on awarding the contract by MIDHANI. The work shall generally be carried out during 0700 hrs. and 2300 hours on working days. Written permission of MIDHANI has to be obtained for working before and beyond these hours.
- b. The contractor shall engage workmen competent to perform the allotted work.

**15. DEDUCTIONS AND RECOVERIES:**

- a. In the event of Contractor has executed unsatisfactory work or carelessly, recoveries will be made from the Contractor's bills or any other payments due to the contractor or Security Deposit as assessed by In-charge of the work. Decision of **A G M** of Midhani will be final in case of any dispute in this regard.
- b. MIDHANI shall recover the actual expenditure incurred to make good the-
  - Poor quality of work.
  - Damage caused to the neighbouring works, surrounding equipments.
  - Damage caused by him and / or persons employed by him either during the course of work or otherwise.
  - From any sums due or may become due from whatever source available in the event of contractor's failure / refusal to do so.
- c. In every case, in which by virtue of the provisions of Sec (12), sub section (1) of the Employee compensation Act, 2010, if MIDHANI is obliged to pay compensation to workmen employed by the Contractor in execution of the work under section-12, sub-section (2) of the said Act, MIDHANI shall be at liberty to recover such amount or any part thereof, by deducting it from the Security Deposit or from any sum due from MIDHANI to the Contractor (s) whether under the contract or otherwise.
- d. MIDHANI shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the Contractor (s) and upon his / their giving to MIDHANI full security for all costs for which MIDHANI might become liable to pay in consequence of contesting such claim.
- e. The Contractor shall indemnify MIDHANI from all liability whatsoever under the Employee compensation Act, 2010 or otherwise in respect of any injury suffered by the staff employed by the Contractor including resultant death of his staff/worker.
- f. The Contractor shall indemnify Midhani other consequential treatment cost incurred.



## **16. COMPENSATION:**

The Contractor shall pay compensation if he or his workers causes / cause loss or damage to MIDHANI's property in any manner. Alternatively MIDHANI reserves it's right to recover the said loss / amount from the contractor's bills or from any sum due or which may become due to the contractor or forfeit the Security Deposit. Appropriate - action including legal recoveries will be resorted to for effective recoveries taken to recover the compensation in the event of Contractor's fails to compensate within the stipulated time limit on demand.

## **17. SECURITY:**

- a. MIDHANI factory is under security arrangement. The entry / exit into / from the factory premises will be regulated by pass and in plant security checks will be carried out. The Contractor shall take notice of the above security restrictions and comply with the Security arrangements.
- b. The Contractor shall abide by the rules and regulations laid done by MIDHANI and other Security checks existing or may come in existence in future from time to time.
- c. The Contractor and his staff should follow the Security regulations of MIDHANI in force and as amended from time to time. Suitable action will be taken by Midhani including summary termination and / or penal and / or legal action for breach of these security regulations indulged in, by either the contractor or his staff and MIDHANI decision shall be final in this regard.
- d. The Contractor shall be held personally responsible for conduct of his staff and liable for consequential action in case of any misconduct or offence. The Contractor and his staff shall also come under the purview of the Laws of the State, Union and Defence rules and liable to be dealt with suitably in the event of infringement of any of these rules.
- e. The Contractor shall employ his supervisors for effective supervision' of his workmen and for proper execution of the work schedules allotted at his cost.

## **18. COMPLIANCE WITH ENACTMENTS :**

The Contractor shall comply with provisions of the following Acts / Rules in addition to those mentioned herein:

- i. The contractor shall comply with all the provisions of Contract Labour (Regulation & Abolition) Act 1970.
- ii. The Tenderer is required to comply with the statutory requirements in relation to ESI and PF for the persons engaged by him to fulfil the contractual obligations. For this purpose, the Tenderer should have the ESI & PF establishment codes. Contractor should possess license under the provisions of the contract labour (regulation & abolition) Act 1970 issued by Regional Labour Commissioner (Central) and the license should be valid for the term of the contract.
- iii. The provisions of minimum wages act 1948 and payment of wages act 1936 shall be applicable to the workers of the contractor engaged by him for execution of the order and shall pay as per the minimum wages notified by the appropriate Govt. in the official Gazette from time to time and amendment thereof.
- iv. Industrial Disputes Act, 1947.
- v. Employee compensation Act 2010 (VIII of 1923) or any other law for the time .being in force.
- vi. Provident Fund & Misc. provisions Act and Rules thereof, 2010..
- vii. ESI Act & Rules thereof.& Equal Remuneration Act etc..
- viii. The Contractor shall provide necessary Insurance Coverage for the Workmen / Staff employed by him.
- ix. Any other relevant laws / rules,

- x. The contractor shall maintain all registers as per CL (R & A) Act, 1970 and rule made there under and produces the same for inspection as & when required by Midhani or Appropriate Statutory Authorities like labour department etc.
  - xi. Any other labour legislation to be enacted from time to time.
  - xii. The Contractor shall be held responsible for all liabilities and damages caused on account of poor / negligent / improper workmanship of Jobs carried out.
  - xiii. Appropriate recoveries will be done in such cases. The decision of Shop In-charge will be final & binding
  - xiv. Various rules and regulations of MIDHANI.
- b. Social Security: It is mandatory to implement the social security benefit to the employees working under contractor. The contractor shall comply with the provisions of the ESI Act and EPF & MP act 1952 and get the code no. under Employees provident Fund from PF office. The payment will be released only after submission of the code no. and a copy of the coverage intimation and subsequent payments will be released only on submission of challans and 12A monthly return copy in proof of remittance of provident fund for previous month and you have to furnish ESI establishment code under ESI Act, 1948.
  - c. The Contractor Labour (Regulation & Abolition) Act, 1970 or any amendment thereof and all legislations & Rules of the State or any Local Authority framed from time to time. The rules and other statutory obligations with regard to wages, welfare, safety measures etc., will be deemed to be part of the Contract.

#### **19. SAFETY:**

- a. The Contractor shall ensure adherence to all safety regulations and wearing of safety appliances by his workmen while at work. He has to contact the safety Engineer of Midhani before starting the work and obtain safety work permit.
- b. All the persons involved in the subject work should be supplied by Contractor with proper safety appliances like safety Shoes, Goggles, Helmets, Aprons, Safety belts, Harness, etc.,
- c. The Contractor shall be solely responsible for any type of injury / accident to the persons engaged in the above work, including the expenses towards medical treatment and post" medical recoveries etc.

#### **20. WEEKLY HOLIDAYS AND PAID HOLIDAYS:**

Every workmen employed by the Contractor shall be allowed in each week, a day's rest and statutory holidays with wages as required under the relevant laws.

#### **21. LIQUIDATED DAMAGES:**

- a. The time for completion of the work as specified shall be strictly observed by the Contractor. If the Contractor fails to comply with the time schedule, he shall be liable to pay liquidated damages @ 1% (one percent) or part thereof up to a maximum of 10% (Ten percent) of the Contract amount. The decision of Midhani on this behalf shall be final and binding on the contractor.
- b. Failure on the part. of the Contractor to carryout the assigned jobs by deploying his workmen in time, Midhani, apart from levying liquidated damages, is entitled to make alternate arrangement for carrying out such jobs at the cost & risk of the contractor and shall recover such expenditure incurred by it from the Contractors bills / security deposits.
- c. In case the amounts of the Bills and Security Deposit amounts are not sufficient for recovery, the Contractor shall pay the different amount on demand.

**22. PENALTY:**

In case of non-performance or delay in the performance, the Contractor is liable for penalty the quantum of which would be decided by the of A G M whose decision in this regard would be final and binding. and in case the amount of bills & SD are not sufficient for recovery, the contractor shall pay the difference amount from his own resources.

**23. INDEMNIFY:**

The Contractor shall indemnify MIDHANI from all liabilities whatsoever and also under the Employees Compensation Act or otherwise in respect of any injury suffered by the workmen / staff employed by the contractor, resulting in the death of his workmen / staff or hospitalization or disablement, the contractor shall also undertake to indemnify MIDHANI in case of any financial loss suffered by MIDHANI on account of contravention of the PF & ESI regulations or non-compliance of any other Rules by the contractor where MIDHANI shall become liable on account of his default.

**24. TERMINATION OF THE CONTRACT:**

MIDHANI reserves its right to terminate the contract at any time in case of

- a. The bad workman ship of the work.
- b. Damage to other works in progress / surrounding fixtures and equipment.
- c. Slow progress of work or
- d. Any other reason deterrence to the interest of MIDHANI.

**25. SHORT CLOSURE OF CONTRACT:**

In the event of PO being placed on the successful tenderer, MIDHANI reserves its right to short close the PO for the total quantity or part thereof, by giving a notice of one month, under the circumstances viz breach of trust/breach of contract conditions, impossibility of performance, change in market conditions, change in production plan, change in specification, cancellation of order by the end user etc.

On receipt of notice for short closure, the contractor shall cease all further work, except for such work as may be specified in the notice for the sole purpose of protecting that part of the stores already executed. Further, the liability of MIDHANI in such cases will be limited to the extent of the cost as assessed by MIDHANI, in its opinion, till the point of short closure.

**26. DISPUTES:**

In the event of any dispute arising under this contract such dispute shall be referred by either party to the sole arbitration of the of A G M MIDHANI or any official nominated by him, whose decision shall be final, conclusive & binding on both parties. To all such proceedings the provisions of Indian Arbitration and Conciliation Act 1996 shall apply.

**DECLARATION BY THE TENDERER**

I/We have fully understood and accepted in toto the Terms & conditions of the Tender Document & it's annexure attached and declare that I/We understood the Scope of Work / Supply/ Specifications and submitted my /our offer.

I/We declare that I/We abide by the same. I/We have submitted all required documents.

Date :

Signature of Tenderer with Seal.

**PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER**  
**(In Separate Sealed Covers)**

**ENVELOPE NO.1:**

PART - I "TECHNO- COMMERCIAL BID"

TENDER FEE & EMD

ENQUIRY NO. MDN/PUR/AP5868105/ADVT/330/16-17

DATE: 24/03/2017

DUE DATE : 18/04/2017 @ 1030 HRS.

To

THE ADDL. GENERAL MANAGER (PURCHASE)

MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

**ENVELOPE NO.2:**

PART - II "PRICE BID"

ENQUIRY NO. MDN/PUR/AP5868105/ADVT/330/16-17

DATE: 24/03/2017

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 (BOTH THE ENVELOPE No. 1 & No. 2 TO BE PLACED IN THE ENVELOPE No. 3):**

TENDER NO.

ENQUIRY NO. MDN/PUR/AP5868105/ADVT/330/16-17

DATE: 24/03/2017

DUE DATE : 18/04/2017 @ 1030 HRS.

CONTENTS:

- 1) TECHNO-COMMERCIAL BID WITH EMD
- 2) PRICE BID

To

THE ADDL. GENERAL MANAGER (PURCHASE)

MISHRA DHATU NIGAM LIMITED

PO: KANCHANBAGH,

HYDERABAD - 500 058.

NAME OF THE TENDERER:

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