



North Eastern Electric Power Corporation Ltd.
(A Government of India Enterprise)
An ISO 9001, 14001 & OHSAS 18001 Corporation

CONTRACT & PROCUREMENT WING (E)

KOPILI H.E. PLANT:: DIMA HASAO DISTRICT: UMRONGSO – 788931

Phone: 03670-288241, Fax: 03670-288254/288240

NOTICE INVITING TENDER No. : KHEP/C&P(E)/2016/252 Dated 05.02.2016

Online Sealed Single Stage Single Envelop bidding system (e_tender) through domestic competitive bidding with minimum 120 (One hundred & twenty) days validity are invited from reputed manufacturer/ manufacturer's authorized dealer by the under mentioned on behalf of North Eastern Electric Power Corporation Ltd. for awarding the contract of **Manufacture, shop testing, supply and delivery of Stainless Steel Valves as per specification and quantity** required for 4 X 50 MW Kopili Power Station of Kopili Hydro Electric Plant , NEEPCO Ltd. Umrongso , Dima Hasao ,Assam.

Last date and time for submission of bids : 15:00 hrs. of 25/02/2016
Date and time for opening of bids : 15:30 hrs. of 25/02/2016
Earnest Money Deposit : Rs. 40,000/- (Rupees Forty Thousand) only
Tender Fees : Rs. 3000/- (Rupees Three Thousand) only

Scope: The Scope of work to be executed under this contract shall cover Manufacture, shop-testing/ inspection at manufacturer's works before dispatch, packing, loading, transit insurance and transportation to site of all the valves as detailed in the schedule of requirement. The equipment shall be designed, manufactured and tested as per latest edition of relevant Indian standards and conforming to Technical Specification furnished below-

TECHNICAL SPECIFICATIONS

i) Schedule of requirement / detail of valves are as given below:

A. Schedule of Requirement of SS Butterfly and Non Return Valves:

Sl No.	Description of Valves	Qty (Nos.)
1	SS Butterfly valve Handlever with clutch , Pressure Class-150, Size : 250NB	3 Nos.
2	SS Wafer Type Single Flap Non return valve Pressure Class -150, Size : 200 NB	2 nos.
3	SS Wafer Type Single Flap Non Return valve Pressure Class -150, Size : 250NB	4 Nos.

The Specifications for Stainless Steel Butterfly & Non return valves (ASME Class 150) is given below:

CAST STAINLESS STEEL / PN 16 / SINGLE PLATE / WAFER TYPE / CHECK VALVE

BODY : ASTM A 351 Gr. CF8M
 DISC : ASTM A 351 Gr. CF8M
 SEAT : EPDM
 MFG STD : API 6D
 INSP & TEST STD : API 6D
 END CONNECTION : WAFER TYPE TO SUIT ANSI B 16.5 (150#)
 HYD – TEST PRESSURE : BODY: 24 Kg/Cm² & SEAT: 16 Kg/CM²

CAST STAINLESS STEEL / PN 16 / CENTRIC DISC DESIGN / WAFER TYPE / BUTTERFLY VALVE / Flow control Lever (Clutch type operated)

BODY : ASTM A 351 Gr. CF8M
 DISC : ASTM A 351 Gr. CF8M
 SEAT : EPDM
 SHAFT : AISI 304
 MFG STD : BS 5155/API 609
 INSP & TEST STD : BS 6755
 END CONNECTION : WAFER TYPE TO SUIT ANSI B 16.5 (150#)
 HYD – TEST PRESSURE : BODY: 24 Kg/Cm² & SEAT: 16 Kg/CM²

B. Schedule of Requirement of SS Gate Valves :

Sl No.	Description of Valves	Qty .
1	CF8M type SS Gate Valve Outside Screwed and Yoke , Bolted Bonnet, Hand wheel operated with flexible wedge, rising spindle, both end flanged , Size: 200NB, Class 150	4 Nos.
2	CF8M Type, Rising spindle , Outside Screwed and yoke and Bolted Bonnet , Hand wheel operated with Flexible wedge , Both End Flanged , SS Gate Valve, Size: 250NB, Class 150	1 No.

The Specifications for Stainless Steel gate valves (ASME Class 150) is given below:

Sl. No	Part's details	Material of Constructions
1	Body	ASTM A351 Gr. CF8M
2	Wedge	ASTM A351 Gr. CF8M
3	Stem	ASTM A182 Gr. F316
4	Gasket – Cl.150	Graphite with SS 316 insert
5	Bonnet	ASTM A351 Gr. CF8M
6	Stud	ASTM A193 Gr. B8 Cl.2
7	Stud Nut	ASTM A194 Gr. 8
8	Packing	Graphite with braided end rings
9	Eye Bolt	SS 316

10	Eye Bolt Nut	ASTM A 194 Gr. 8
11	Gland	SS 316
12	Gland Flange	SS 316
13	Yoke Sleeve (Stem Nut)	ASTM A439 Type D2
14	Grease Fitting	SS 304
15	Retainer Nut	SS 304
16	Hand Wheel	ASTM A 536 Gr. 60-40-18/
17	Hand Wheel Nut	Ss 304
18	Name Plate	Ss304

The valves should conform to the following standard:

- Manufacturing standard API600/ API 603
- Testing and inspection standard API598
- Face to face as per ASME B 16.10
- Shell wall thickness ASME B 16.34
- End connections flanged as per ANSI B 16.5 Class 150 R.F

- ii) Bidder should indicate detailed specifications and applicable standard of the offered materials alongwith product literature/catalogue etc. of manufacturer. GAD (General Arrangement Drawings) of the valves to be submitted along with offer.
- iii) All valves shall bear the stampings of manufacturer's name and trade mark.
- iv) Manufacturer's test certificates consisting of physical, chemical and hydrostatic test certificates should be submitted prior to dispatch of materials, for approval and grant of dispatch clearance.

Terms and Conditions:

1. Qualifying requirement of the Bidder :

- 1.1 Bidder should state their Tax payer Identification Number, Sales Tax Registration no. and PAN without which Bids may be summarily rejected.
- 1.2 Bidder shall submit copy of audited annual accounts for the last three financial years.
- 1.3 **Bidder must be an original equipment manufacturer/ authorised dealer. Bid from authorised dealer should be supported with valid dealership certificate.**
- 1.4 **The intending bidder must have experience in execution of similar supplies to any Government department/ PSU in last 7 years and should have at least completed 3 (three) similar supply orders of value not less than ₹ 16 Lakh each or 2 (two) similar supply orders of value not less than ₹ 24 lakh each or 1(one) similar supply of order of value not less than ₹ 30 Lakh. Documentary evidence in support of experience must be submitted along with the bid.**

Documentary evidence (supply order copies) in support of execution of similar work must be submitted along with the bid. Non-submission of documents in support of similar experience may result in disqualification.

Similar works shall mean:

Supply and delivery of Stainless Steel Valves to any Government department/ PSU. SS Valves means – Gate / Globe / Check / Butterfly valve of same or higher size in similar or higher class rating

- 1.5 **Bidder should submit certificate from their users (Govt. department/ PSU) regarding satisfactory performance of the valves supplied by them.**

2. **Price Basis:** The Price shall be quoted on FOR Umrongso basis indicating all charges towards freight & transit insurance and Taxes & Duties. All prices and rates shall be clearly indicated both in figures and words. Applicable rates of taxes & duties shall be clearly stated in the bid. The quoted prices shall remain FIRM during the currency of the contract.
3. **Taxes & Duties:** Taxes and duties will be paid at actual prevailing at the time of dispatch against submission of documentary evidence.
4. **Earnest Money / Bid Guarantee :**
 - 4.1 A bid guarantee shall be submitted along with the bid. The Bid Guarantee offered shall be in one of the following forms :
 - a) EMD of Rs.40,000 /- in the form a crossed bank draft in favour of North Eastern Electric Power Corporation Limited, payable at Garampani , Umrongso (SBI code: 4812)
 - OR**
 - b) An irrevocable bank guarantee issued preferably by any Indian Nationalized Bank in favour of North Eastern Electric Power Corporation Limited in the prescribed format. Proforma of bank guarantee (BG) in the format (Annexure-EMD) furnished in this tender specification .
 - 4.2 Any bid not accompanied by the requisite EMD / Bid Guarantee will be rejected.
 - 4.3 The Bid Guarantee shall be made payable without any condition to the Purchaser. The Bid Guarantee shall be valid for a period of 180 (One Hundred Eighty) days from the date set for opening of bids. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from the Corporation. All bank charges shall be borne by the bidder.
 - 4.4 The Bid Guarantee of successful bidder to whom the contract is awarded, will be returned after submission and acceptance of the Contract Performance Guarantee furnished by the successful bidder as stated in clause no. 5 of terms & conditions in this NIT.
 - 4.5 The Bid Guarantees of the unsuccessful Bidders will be returned only after awarding the contract to the successful bidder.
 - 4.6 No interest will be payable by the Corporation on the Bid Guarantee submitted by the bidder alongwith his bid.
 - 4.7 If the bidder withdraws the bid while it is under consideration, his EMD shall be forfeited along with other action as per norms of the Corporation.
5. **Submission of Contract Performance Guarantee :**
 - 5.1 Within 20(twenty) days from the date of issue of the order, the Contractor/ successful bidder shall furnish a Bank Guarantee from a Nationalized Bank for an amount equal to (10) ten percent of the contract value by way of guarantee for the due and faithful performance of the contract. The Bank guarantee shall be submitted in the prescribed format (Annexure-CPG) enclosed in this tender and initially be valid for such period to cover ninety days after the warranty period.
 - 5.2 The Performance Guarantee will be returned to the Contractor without any interest at the end of the 90 (ninety) days after the warranty period, subject to fulfillment of the contract in all respects.
6. **Payment Terms:** The supplier / contractor may choose any one of the following payment terms.
 - a) 100% of the contract price alongwith 100% taxes and duties shall be paid after receipt of materials in full and good condition at site subject to submission of CPG as per clause no. 5 stated above.
 - OR**
 - b) 90% payment with 100% taxes and duties shall be released on receipt of complete materials at site in full & good condition and balance 10% payment shall be retained as Contract Performance Guarantee and shall be released after 3(three) months from date of expiry of guarantee period, **in the event of non submission of CPG** as per clause no. 5 above.

7. **Delivery Period:** The materials shall be delivered at site within 6(six) weeks from the date of awarding the contract or drawing approval whichever is later.
8. **Liquidated damage:** LD @ 0.5% on the contract value for per week of delay in delivery subject to a maximum of 10% on the contract value shall be applicable.
9. **Guarantee / Warranty :**
- 9.1 The materials supplied shall be warranted / guaranteed as per manufacturer's norms or for a period of 18 months from the date of despatch against manufacturing defect/ defective workmanship.
- 9.2 The successful bidder shall supply the materials to the satisfaction of the Engineer-in charge. Defective materials shall be replaced/ rectified by the supplier at free of cost immediately on intimation from this end.
10. **Submission of Drawing & Technical Data:**
- 10.1 Immediately on awarding the contract, the supplier shall submit for approval of the purchaser all the requisite drawings and data (OGA) which shall describe the equipments to be supplied in full details. On receipt of the drawing, the purchaser shall verify and accord approvals of the drawings in order to enable the manufacturer to supply the equipment as per site requirement.
- 10.2 In addition to the drawings defined in the technical specification, the Contractor may supply any other drawing, which, in his opinion, is necessarily required to describe the equipment in full details.
11. **Pre dispatch Inspection and Testing:** Testing of the equipment to be supplied as per relevant standard shall be carried at contractor's works. The tests shall be performed in presence of the Corporation's representative. For deputation of an authorised representative for inspection and to witness such tests, advance intimation prior to the tests shall be given to the Corporation.
12. **Dispatch clearance:** No materials shall be dispatched without inspection by the purchaser or his authorized representative or otherwise given dispatch clearance in writing of the purchaser.
- Neither acceptance of test reports nor accordance of dispatch clearance shall any way relieve the supplier from their responsibility towards satisfactory performance of the materials delivered at site.
13. **E-tendering / E- procurement:** This tender is being processed through e-tendering / e-procurement system. The bidding documents/ detail NIT are to be downloaded , filled in bids are to be submitted / uploaded through e-tendering system of NEEPCO Ltd at website <https://neepco.abcprocure.com>.
14. **Vendor Registration for Participation in Bids:**
- 14.1 **Portal Registration:** The intending bidders have to register themselves in the portal <https://neepco.abcprocure.com>. Information about the bidder required to be submitted during registration is available in the portal.
- 14.2 **Vendor Registration Fee:** The Fees for vendor registration in the portal is Rs. 3000/- (Rupees Three Thousand) only per year.

The bidder shall furnish the copy of receipt of payment for vendor registration at email id contract@neepco.gov.in & contract_khep@rediffmail.com to advise NEEPCO's service provider for approval of vendor registration.

Bidders who are already registered in the system shall ensure to keep their registration valid till completion of entire bidding process.

14.3 **Procedures for payment of registration fee :**

Bidders shall make payment of vendor registration fee of INR 3000.00 (Indian Rupees Three thousand only) at the following Account:

Name of account : E Procurement Account, NEEPCO Ltd.,
Account No : 913020005982636 of Axis bank
IFS Code : UTIB0000270

The bidder shall clearly indicate the head against which payment has been made at the above mentioned account in the following format:

(i)-----/ NIT No. ----- dated -----/ Registration fee

(Name of bidder)

14.4 **Procedure for Payment of BID Fees and EMD:**

- a) Bidder shall make payment of Bid fees of amount Rs. 3000/- (non refundable) in the form a crossed bank draft in favour of North Eastern Electric Power Corporation Limited, payable at Garampani Umrongso (SBI code 4812).
- b) The detail for submission of EMD amount of Rs. 40,000/- is described at clause no. 4 (Terms & Conditions) and clause no. 15 of this tender specification.

Both Bid fees and EMD of the tender needs to be submitted physically (offline) i.e. either personally or by Registered Post in a sealed envelope at the following address so as to reach us before due date and time of opening of the tender.

The Sr. Manager (E/M), C&P
KHEP , NEEPCO Ltd. , Umrongso
Dima Hasao , Assam
Pin-788931

Phone : 03670-288241/ 288254 Fax : 03670 288240 / 288254

14.5 For any clarification related to e- procurement procedures of NEEPCO against this tender, bidders are requested to make their query as follows-

- a) Contact Sr. Manager (E/M) / Manager (E/M), C&P, KHEP at Phone no. : 03670-288241/288254, Fax no.: 03670-288254/288240, email Id: contract_khep@rediffmail.com.
- b) Bidders may also contact e- Procurement Technologies Ltd. (Service Provider of NEEPCO) having the following contact details :

e- Procurement Technologies Ltd.
A-201-208, Wall Street –II/ Opp. Orient Club
Nr. Gujarat College/ Ellisbridgge
Ahmedabad- 80015
Gujjarat , India
Tel: +91-79-40016802-77
Cell : +91-9374519754/ 93779881191

15. Preparation and Submission of bids:

- 15.1 Bidder shall prepare and submit their bids in the electronic form at <https://neepco.abcprocure.com> . Online bidding forms shall be available in the above website. Submission of online bids is mandatory for consideration of the bids. The tender specification/ detail NIT can be downloaded from this website after vendor registration and payment of bid fee.
- 15.2 Bidders are also requested to visit the websites <https://neepco.abcprocure.com> and <http://neepco.gov.in> for any updated information / clarification regarding the tender.
- 15.3 Bidders may view the tender opening results of techno commercial and price bids at <https://neepco.abcprocure.com> by making their presence for online tendering opening.
- 15.4 In the online bid submission , bidders will submit their Techno – Commercial bids and Price bids in the online bidding forms using their digital signatures.
- Techno commercial bids shall be submitted / uploaded as per techno commercial checklist form and price to the quoted online in the price bid form readily furnished in the e-tendering portal.
- 15.5 **Scan copy of EMD submitted in the form of DD or in the form of BG in the prescribed format in this tender specification and scan copy of Tender Fee in the form of DD are to be uploaded.**
- 15.6 Authentic documentary evidence in support of qualifying requirements as mentioned under sl. No. 1 above in the terms & conditions shall be uploaded along with the bid. For qualifying requirements, the documents should be submitted in the form of certificate of clients/ owners. Bids submitted without qualifying requirements shall be rejected.
- 15.7 A signed copy of the detail NIT/ tender specification must be uploaded along with the bid submission in acceptance of NIT conditions.
- 15.8 Besides the online submission , bidders shall “compulsorily submit the following documents in offline mode / physically by registered post or in person in sealed envelop addressed to “The Sr. Manager(E) , C&P, KHEP , NEEPCO Ltd. , Umrongso, Pin -788931, Assam”.
- a) Earnest Money Deposit in the form of DD or in the form of BG as per prescribed format and Tender Fee in the form of DD . The document must be submitted in a envelop super scribing “ Bid Guarantee and Tender Fee against NIT no. KHEP / C&P(E)/2016/252”.
- 15.9 The documents submitted in offline/ physically must be sent by registered post with acknowledgement/ transmitted receipt / courier sufficiently in advance so as to reach the office of the under mentioned within the schedule dated and time of bid opening . The bidders are requested to ensure in their own interest the delivery of the documents on time.

- 15.10 Submission of bids not construe qualification for evaluation. The Corporation reserves the right to reject any or all bids or to annul the bidding process and reject all the bids, without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for such action on the part of the owner.
- 15.11 In the event the date of opening of bids is declared as a closed holiday for NEEPCO, the date of opening of bids will be the following working day at the appointed times.
- 15.12 If the bidder is eligible for any concessional duties and taxes he should invariably mention this in the bid. On or before the date of opening the price bid the bidder should also confirm any change in this regard. The price bid shall be evaluated on the basis of the information supplied by the bidder and hence the actual payments of taxes and duties shall be limited to the extent mentioned in the bid or in subsequent confirmation before opening of the price bids.
- 15.13 The bid will be opened at the time and date set for opening of bids, in presence of representatives of bidders. Bidders' authorized representative shall be permitted to attend the bid opening only on production of authorized letter. In the event that the day for opening of bids is holiday, the bids shall be opened on the next working day. No electronic recording device will be permitted during bid opening.
- 15.14 All texts and amounts of the bid shall be legibly written. The language and currency applicable are English and Indian currency respectively. In case of any discrepancy between figures and words, the amount indicated in words will be considered. In case of any discrepancy between unit rate and total amount, the total amount evolved by multiplying unit rate and quantity shall be considered. In case of discrepancy between lump sum amount and breakup, the lump sum amount shall prevail. In such case the bidder shall adjust the breakup as and when requested for billing purpose.
- 15.15 Any action on the part of the bidder to revise the price or to change the structure of the price at his own instance after opening of the bid and within the validity of the offer shall not be possible.
- 15.16 The Corporation (NEEPCO) reserves the right to extend the last date and time for submission of bid submission and opening.
- 15.17 No separate tender document shall be issued against this NIT.

16. **Important Information and dates :**

S.N.	Particulars	Information / Dates
1	Tender Fees	Rs. 3000/-
2	Earnest Money Deposit (EMD)/ Bid Security	Rs. 40,000/-
3	Date of commencement of downloading of detail NIT/ tender specification from https://neepco.abcpurchase.com	12:00hrs. of 05.02.2016
4	Last Date & time for receipt of online bids	15:00hrs. of 25/2/2016
5	Last Date & time for receipt of offline documents	15:00hrs. of 25/02/2016
6	The last Date & time of online opening of bids	15:30hrs. of 25/02/2016

Encl.: 1. BG Format (Annexure-EMD &CPG)

-sd-

Sr. Manager (E/M), C&P (E)
KHEP, NEEPCO Ltd., Umrongso
Dima Hasao, Assam

FORM OF BANK GUARANTEE
(In lieu of earnest money to be deposited with the tender)
(To be stamped in accordance with Stamp Act)

Guarantee No..... Place.....

Date.....

To,

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

Whereas the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the Corporation) has called for tender for..... in connection with the..... Project, vide NIT No..... dated and whereas (hereinafter referred to as the contractor) has submitted tender / tenders for the aforesaid works / supply.

And whereas one of the conditions of the tender is that the intending bidder should furnish, in lieu of Earnest Money, a Bank Guarantee for Rs.....(Rupees.....) only alongwith the tender.

Now, therefore this witnesseth:-

We, the
(Name & address of the Bank)

having registered office at.....(hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the contractor failing to keep open the tender for acceptance for a period of **eight calendar months** from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 days from the date of acceptance of the tender or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation, contest, recourse or protest and or without any reference to the contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation the sum of Rs.....(Rupees) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee, the decision of the Corporation shall be final and shall be accepted by the Bank without any reference to the contractor.

That the Guarantee herein contained shall remain in full force and effect during the period taken for finalising the contract and execution of the agreement

That it shall continue to be enforceable until the Guarantee is fully discharged.

That this Bank Guarantee shall be enforceable against the Bank even if any negotiable instrument shall be outstanding against the Bank at the time of the proceeding.

That is to give effect to the Guarantee the Corporation shall be at liberty to act as though the Bank were the principal debtor:

That the Bank shall not be released of its obligation under this Guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

That the Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the endorsement of the same.

And that the Bank shall not revoke the Guarantee during its currency except with the previous consent in writing of the Corporation.

Notwithstanding, anything contained hereto before it is mutually agreed:

That the liability under this Bank Guarantee, shall not exceed Rs.
(Rupees.....)
.....)only.

That it shall be in full force only for a period of.....months from the date it bears and it will hold good for any demand made by the Corporation in the meanwhile.

And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.

In witness where-of I.....the agent / Manager of the Bank, who is duly authorised in this behalf as per rules of the Bank hereby set my hand and seal to this on this day of.....

Witness

(Signature).....
(Name)

(Signature)
(Name)

Designation with
Bank Stamp.....
Authority as per Power
Of attorney No.....

(Official Address)

.....

Dated

Note:- (1) The BG shall be submitted preferably from a Nationalized Bank.

Proforma of Bank Guarantee for Contract Performance
(To be stamped in accordance with Stamp Act)

Ref.....

Bank Guarantee No.....

Date

To,

.....
.....

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd.; (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) having awarded to M/s

with its Registered/Head Office at

(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) a contract by issue of Purchaser's Letter of Intent No dtdand the same having been unequivocally accepted by the Contractor resulting in a "Contract" valued at Rs

(Rupees.....)

only for

(Scope of the Contract)

and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10 (ten) percent of the said value of the Contract to the Purchaser.

We

(Name and address of the Bank)

having registered Office at (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the purchaser, on demand any and all money payable by the Contractor to the extent of as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Purchaser may have in relation to the Contractor's Liabilities.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.

Not withstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (Rupees.....) only and it will remain in force upto and including.....and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this day of200 at

Witness

..... (Signature).....
..... (Signature)

..... (Name)
..... (Name)
.....
Designation with
Bank Stamp.....
Authority as per Power
Of attorney No.....

.....
(Official Address)
Dated

- Note: (1) This sum shall be ten percent (10%) of the "Contract Price".
(2) The date of validity of this Bank Guarantee will be ninety (90) days after the end of the warranty period or as specified in the Contract.
(3) The BG shall be submitted preferably from a Nationalized Bank