

MISHRA DHATU NIGAM LIMITED

A Govt. of India Enterprise

P.O. Kanchanbagh, Hyderabad – 500058, India

Phone: 040-2434001 (10 lines), 24340165, Fax: 040-24340764

Email Id: mrinmoy.saha@midhani.com, Website: www.midhani.com

Tender Notice No: MDN/PUR/1673025/GC/ADVT/062 /2017-18

Date: 12th Jun 2017

Issue of Tender Documents up to : 13th July 2017 @ 17.00 Hrs.

Receipt of Tender on or before : 14th July 2017 @ 10:30 Hrs.

Opening of Tender Date : 14th July 2017 @ 11:00 Hrs.

Supply of “Sodium Silicate” as per MIDHANI Specification

List of Tender documents

		<u>Pages</u>
1. Technical Specification	- Annexure-I	02
2. Procedure to be followed	- Annexure-II	01
3. General Terms & Conditions for Indigenous Sources	- Annexure-III	05
4. Bank Guarantee format for Earnest Money Deposit (EMD)	- Annexure-IV	02
5. Bank Guarantee for Security Deposit (SD)	- Annexure-V	02

NOTE: Any CORRIGENDUM / CHANGE will be uploaded on MIDHANI website.

Tender Specifications:

S. No	DESCRIPTION AND SPECIFICATION	Qty Reqd. (Nos)	Delivery required
1	Sodium Silicate Na ₂ O : 13.8 – 14.5% SiO ₂ : 29 – 31% Fe ₂ O ₃ : <0.05% Density : 50-52 BAUME Degrees Sp. Gravity at 20°C: 1.52-1.56 Molecular ratio of SiO ₂ / Na ₂ O shall be 2.00-2.20 Sodium silicate shall be soluble in water at room temperature.	150 MT	Staggered Delivery (Monthly Consumption (Approx))

- Material to be supplied in Staggered as and when required
- Material will be collected by us in our MS drums
- Test certificate shall be given for each supply by the party

Delivery : Staggered delivery as per requirement within 12 months from the date of Purchase Order

Note: Price bid shall be submitted in Rs/No basis.

Tender Fee (Non-Refundable):

All bidders shall submit an Tender Fee amount of Rs. **1000/-**(Rupees One Thousand Only) in through online payment as the link give below with Proof thereof shall be enclosed along with Offer.

Earnest Money Deposit (EMD):

All bidders shall submit an EMD amount of **Rs. 40,000/-** (Rupees forty thousand only) through online mode as the link given below only or Bank Guarantee (in our prescribed format Annexure-IV) confirmed by bankers of bidders favouring MIDHANI through a Nationalized Bank/ Scheduled Commercial Bank encashable in INDIA shall be enclosed along with Offer. Bank Guarantee shall be valid for a period of 90 days.

“If EMD is not found enclosed, such offers are liable for rejection”

*** EMD submitted in the form of DD/Bankers Cheque shall not be considered.**

Security Deposit(SD):

The Successful tenderer shall be required to submit a Security Deposit within two weeks from the date of PO for 10% of Purchase Order/Contract value in the form of Bank Guarantee as per prescribed format at Annexure-V or through online mode as the link given below with proof thereof in case of placement of order.

In case of Bank Guarantee submitted, it should be as per format enclosed at Annexure – V to tender document, and

The security deposit shall be valid till completion of supply of PO quantity with a claim period of 3 months from the date of expiry of Bank Guarantee and shall remain binding not withstanding such variations, alternations 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 shall be subject to the terms & conditions of the contract/PO finally concluded between the parties. The Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof. Security Deposit shall be refundable after material is received and accepted.

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

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

Note: i. Bidder shall submit signed pre contract integrity pact along with techno-commercial bid in absence of which offer may get rejected.

ii. Bidders are requested to contact Mr. S.Ghosh, contact:**040 24184306**, email: subhadip.g@midhani.com for any technical clarifications/quarries and Mr. MSaha, contact:**040-24340165**, email: mrinmoy.saha.com for any commercial clarifications/ quarries (if any).

for **Mishra Dhatu Nigam Limited**

PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:

ENVELOPE NO.1:

PART - I “TECHNO-COMMERCIAL BID” ALONG WITH EMD
TENDER No: MDN/PUR/1673025/GC/ADVT/062/2017-18
DATE: 12TH JUN 2017, DUE DATE: 14TH JULY 2017
To
THE DY. GENERAL MANAGER (PURCHASE)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II “PRICE BID”
TENDER No: MDN/PUR/1673025/GC/ADVT/062/2017-18
DATE: 12TH JUN 2017
To
THE DY. 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/1673025/GC/ADVT/062/2017-18
DATE: DATE: 12TH JUN 2017, DUE DATE: 14TH JULY 2017

CONTENTS:

A) TECHNO-COMMERCIAL BID ALONG WITH EMD
B) PRICE BID

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

NAME OF THE TENDERER:

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS OFFERS

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.
Order will be placed on item wise L1 vendors.
5. **TAXES AND DUTIES:**
The Tenderer shall indicate their Central & State Sales Tax Registration Nos. & date in the quotation. Further their provisional GST No
 - 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.
 - iii) Applicable Taxes & duties will be modified accordingly post implementation of GST (if applicable)
6. **DELIVERY:**
Staggered delivery as per requirement within **12 Months** from the date of Purchase order.
7. **TERMS OF PAYMENT:**
Within 30 days after receipt and acceptance of material at MIDHANI

8. **AWARD OF CONTRACT / ORDER**

Order quantity will be distributed between two vendors in the ratio of 70:30. Original L1 vendor will be given 70% of the tender quantity. Remaining 30% will be awarded to L2 vendor provided L2 matches L1 rate. In case the L2 vendor does not match the L1 rate, opportunity will be given to L3, L4 so on to match the L1 rate for 30% share

In case no vendor matches the L1 rate, 100% quantity will be awarded to original L1 vendor.

09. **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 thereof subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.

10. **RISK PURCHASE:**

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

11. **PACKING:**

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

12. **VALIDITY:**

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

13. **RIGHT OF ACCEPTANCE:**

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

14. **ARBITRATION:**

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

15. **JURISDICTION:**

All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, 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/online payment. The security deposit shall be for the due and faithful performance of the contract and shall remain binding not withstanding 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 a proof of online payment of EMD amount of **40,000/-** INR /EMD in the form of Bank Guarantee to be submitted. Tenders not accompanied by Earnest Money Deposit online confirmation/ Bank Guarantee will be liable for rejection. The earnest money shall be kept deposited for 180 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. EMD of successful tenderer shall be returned after submission of Security Deposit.

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

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

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 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 Dy. Gen. Manager (Purchase), Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad – 500 058 (Fax No. 040-24340764).

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.

PRICE NEGOTIATION:

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

24. **BANKRUPTCY ETC.:**

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

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

OR

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

25. **SUBMISSION OF TENDER:**

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

The tenders received after the stipulated time (11:00 hrs IST) and due date, due to any reason whatsoever will not be considered.

26. **MODE OF SUBMISSION OF TENDER:**

Tenders shall be submitted as per the procedure indicated at Annexure - IV. Tenderers are required to submit their tenders in two parts, namely:

1. Part I: Techno-commercial Bid (un-priced) along with confirmation of online payment of EMD for Rs. 40,000/- (Rupees forty only) towards Earnest Money Deposit

2. Part II: Price Bid.

EMD: (Envelope No. 1(a)), proof of online payment of EMD amount or Bank Guarantee should be submitted separately superscribing as "EMD" indicating the tender No. & due date of opening, duly sealed and kept in Envelope No: 1(a). Offers received without EMD will be summarily rejected.

Techno-commercial (Un-priced) Bid: (Envelope No. 1(b)), detailed technical specifications should be furnished along with catalogue / literature of original manufacturer and submitted separately superscribed as "Techno-commercial Bid" (un-priced) including Commercial Terms indicating the tender No. & due date of opening duly sealed and kept in Envelope No. 1(b).

Price Bid: (Envelope No.2), the priced offer / quotation should be submitted separately superscribed as "Price bid" (envelope no.2) indicating the Tender No. & Due Date of opening duly sealed and kept in Envelope No.2.

All the three Envelopes should be kept in envelop No. 3 and which also should be superscribed with the tender No. & date of opening.

The above is further explained in greater detail in Annexure - III.

Techno-commercial Bids (un-priced) & price bids of tenderers received without EMD will be summarily rejected. Unsealed tender, unsigned tenders, tenders who are incomplete or otherwise considered defective are liable to be rejected. Any bid not confirming to above shall be summarily rejected.

27. **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 in the presence of Tenderers or their authorized representatives who choose to be present 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, in the presence of tenderers or their authorized representatives who choose to be present 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.

28. **DEFINITIONS:**

PURCHASER:

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

TENDERER:

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

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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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

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

1. This deed of guarantee executed onday of
by

(Name and Address of the Bank)

the Bank hereinafter called Bank (which term shall mean and include its successors and assigns wherever the context so admits) in favour of M/s. MISHRA DHATU NIGAM LIMITED., a government of India Enterprise incorporated and registered as a company under the Companies Act, 1956, having its registered office at P.O. Kanchanbagh, Hyderabad - 500 058, state of A.P. India, herein after referred to as the "purchaser" (which terms shall mean and include its successors in office and assigns).

2. In consideration of M/s. Mishra Dhatu Nigam Limited (Purchaser) having agreed to exempt hereinafter called the said Contract(s) (which term shall mean and include its successors assigns and legal representatives) from the demand under the terms and conditions of Purchase / Work Order No. dated for(hereinafter called the said agreement) of Earnest Money / Security Deposit/ Defect Liability deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of a bank guarantee for Rs/ USD.....(Rs/ USD..... only), we (name of the bank, address) (hereinafter referred to as "The Bank") at the request of Contractor(s) do hereby undertake to pay Purchaser an amount not exceeding Rs/ USD (in words.....) against any losses or damage caused to or suffered or would be caused to or suffered Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.
3. We (Bank) do hereby unconditionally and irrevocably agree and undertake to pay to Purchaser the amounts due and payable under this Guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to on suffered by Purchaser by reason of breach by the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank 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 (in words.....)
4. We undertake to pay Purchaser and money so demanded notwithstanding any dispute or disputes by the contractor(s) / supplier(s) in any suit or proceedings pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this

Guarantee shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have not claim against us for making such payment.

5. We (Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Purchase under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Provided that if Purchaser together with the Contractor seeks an extension of terms of the Guarantee, such extension shall be granted by the Bank and the guarantee shall be in full force till the expiry of such extended period.
6. We (Bank) further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by purchaser against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of Purchaser or any indulgence by Purchaser to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.
7. It shall not be necessary for Purchaser to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Purchaser may have obtained or obtains from the contractor.
8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
9. We (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchase in writing.
10. Not withstanding anything contained herein before, our liability is limited to a sum not exceeding Rs/ USD (in words.....) unless a claim is made on us in writing on or before (3 months beyond the date of delivery / completion as specified in the contract) we shall be discharged from liability under this guarantee.

In witness whereof these presents are executed at
on the date, month and year first herein above written.

FOR AND ON BEHALF OF THE BANK WITHIN NAMED