

Mishra Dhatu Nigam Limited
A Govt. of India Enterprise
P.O. Kanchanbagh, Hyderabad – 500058 (Telangana), India
Phone: 040-2434001 (10 lines), 24184453, Fax: 040-24340764
Website: www.midhani.com

Tender Notice No: MDN/PUR/1976095/ADVT/086/2017-18
Date: 03.07.2017

Issue of Tender Documents up to : 27.07.2017 @ 17:00 Hrs.
Receipt of tender on or before : 28.07.2017 @ 10:30 Hrs.
Opening of Tender Date : 28.07.2017 @ 11:00 Hrs.

LED LUMINARIES AS PER SPECIFICATION

List of Tender documents:

	Pages
1. Specification – Annexure-I,II,III,IV,V,VI,VII	7
2. Terms & Conditions - Annexure-VIII	2
3. Procedure for submission of bid - Annexure-IX	1
5. Bank Guarantee format for (EMD) - Annexure-X	2
6. Form of Bank Guarantee in lieu of Security Deposit - Annexure-XII	2

Note: Any Corrigendum/Addendum/Date of Extension, if any to the above tender would appear only on the MIDHANI website (www.midhani.com)

Tender details:

LED Luminaries as per Annexure-I

S.No	DESCRIPTION AND SPECIFICATION	Qty Reqd. (Nos)	Delivery required
1	150 W LED Bay Light –Spec. at Annexure-II	300	Within 2 months from the date of PO. However party shall give earliest possible delivery period.
2	90W LED Bay Lights–Spec. at Annexure-III	200	
3	90W LED Street Light–Spec. at Annexure-IV	25	
4	36W LED 2FT X 2FT Light fixture–Spec. at Annexure-V	200	
5	20W LED Surface mounted tube light–Spec. at Annexure-VI	700	
6	20W LED for 4Ft tube light–Spec. at Annexure-VII	300	

Tender Fee (Non-Refundable):

All bidders shall submit a Tender Fee amount of Rs. 1,000/- (Rupees One Thousand Only) through online mode as the link give below only with Proof thereof shall be enclosed along with Offer.

Earnest Money Deposit (EMD):

All bidders shall submit an EMD amount of Rs. 60,000/- (Rupees Sixty Thousand only) through online mode as the link give below or Bank Guarantee (in our prescribed format at Annexure-X) confirmed by bankers of bidders favoring 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”

Security Deposit: The Successful tenderer shall be required to furnish a Security Deposit within two weeks from the date of PO for 10% of Purchase Order/Contract value, through online mode as the link give below or as per format enclosed at Annexure – XI to tender document and in Indian Currency from a Nationalized Bank or Scheduled Bank encashable in India.

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.


***TENDER FEE/EMD/SD submitted in the form of DD/Cheque is not acceptable to us.**

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: Bidders are requested to contact Mr. D Ravinder, contact: **040 24184435**, for any technical clarifications/quarries and Mr. Sujan Mondal, contact:**040-24184453**, email:**smondal@midhani.com** for any commercial clarifications/ quarries (if any).

for Mishra Dhatu Nigam Limited


सुजन मंडल / SUJAN MONDAL
सहायक प्रबंधक - क्रय
Assistant Manager-Purchase
मिधानि / हैदराबाद
Midhani / Hyderabad-53

Specification with Quantity:

S.NO.	Description	Quantity
1	150 W LED Bay lights as per annexure-II	300 Nos.
2	90 W LED Bay lights as per annexure-III	200 Nos
3	90 W LED Street lights as per annexure-IV	25 Nos
4	36 W LED 2FTx2FT light fixture recess mounted with full diffuser as per annexure-V	200 Nos
5	20 W LED surface mounted tube light fitting with tube (4 ft) as per Annexure-VI	700 Nos
6	20 W LED 4 ft tube lights as per annexure-VII	300 Nos

General conditions:

1. Warrantee of 5 years on all items.
2. Technical data sheet shall be submitted along with the offer for all items.
3. Make: CGL/Havells/Bajaj/Phillips
4. All Test certificates as per the annexure for all items shall be submitted before delivery of the material.

5. *Authorized dealer certificate to be submitted with offer.*

SPECIFICATION FOR 150W High BAY light		
S.No.	Parameter	Specification
1	Power -Watts	150 +/- 10 W
2	Supply range -Volts	150-270 V AC , 1 PH, 50 Hz
3	PF	≥0.95
4	Total System Lumen output	>14000
5	THD	≤10%
6	CRI	>70
7	CCT	5000 - 7000K
8	Surge Voltage Protection	4kV or better
9	Driver	Inbuilt & Replaceable with Output short circuit and Over Voltage, miswiring protection.
10	IP Rating(For Optics & Driver) for Ingress Protection	IP65 or better
11	IK Rating for Impact Resistance	IK-05 rating or better
12	Housing	Housing shall be made of corrosion free extruded aluminium / high pressure die cast aluminium.
13	Suspension	Shall be suitable for suspension by means of eye bolt along with screw.
14	Glass & Cover	Toughned Glass Lens / UV stabilized polycarbonate cover
15	Operating Temperature	0-50 ⁰ C
16	Humidity	10-90%
17	LED chip Makes	LUMILEDS / CREE / NICHIA / OSRAM/Phillips
18	LED Life (Burning Hours)	>50000
19	LED efficiency	> 125 Lumens/Watt
20	Luminary Efficiency	> 80 Lumens/Watt
21	Standards to be followed	LED & Luminary- LM 79 and LM 80 Driver Performance - IEC 62384 / IS 16104 Surge protection - IEC61000-4-5 Photobiological Safety - IEC62471 / EN64271 / IS 16108
22	Test certificate	Test certificates from NABL accredited Lab / CPRI to be submitted.
23	Free replacement Warranty for technical defects.	5 years

SPECIFICATION FOR 90W High BAY light		
S.No	Parameter	Specification
1	Power -Watts	90 +/- 10 W
2	Supply range -Volts	150-270 V AC , 1 PH, 50 Hz
3	PF	≥0.95
4	Total System Lumen output	>8000
5	THD	≤10%
6	CRI	>70
7	CCT	5000 - 7000K
8	Surge Voltage Protection	4kV or better
9	Driver	Inbuilt & Replaceable with Output short circuit and Over Voltage, miswiring protection.
10	IP Rating(For Optics & Driver) for Ingress Protection	IP65 or better
11	IK Rating for Impact Resistance	IK-05 rating or better
12	Housing	Housing shall be made of corrosion free extruded aluminium / high pressure die cast aluminium.
13	Suspension	Shall be suitable for suspension by means of eye bolt along with screw.
14	Glass & Cover	Toughned Glass Lens / UV stabilized polycarbonate cover
15	Operating Temperature	0-50 ⁰ C
16	Humidity	10-90%
17	LED chip Makes	LUMILEDS / CREE / NICHIA / OSRAM/Phillips
18	LED Life (Burning Hours)	>50000
19	Luminary Efficiency	> 90 Lumens/Watt
20	Standards to be followed	LED & Luminary- LM 79 and LM 80 Driver Performance - IEC 62384 / IS 16104 Surge protection - IEC61000-4-5 Photobiological Safety - IEC62471 / EN64271 / IS 16108
21	Test certificate	Test certificates from NABL accredited Lab / CPRI to be submitted.
22	Free replacement Warranty for technical defects.	5 years

SPECIFICATION FOR 90W Street light		
S.No	Parameter	Specification
1	Power -Watts	90 +/- 10 W
2	Supply range -Volts	150-270 V AC , 1 PH, 50 Hz
3	PF	≥0.95
4	Total System Lumen output	>8000
5	THD	≤10%
6	CRI	>70
7	CCT	5000 - 7000K
8	Surge Voltage Protection	4kV or better
9	Driver	Inbuilt & Replaceable with Output short circuit and Over Voltage, miswiring protection.
10	IP Rating(For Optics & Driver) for Ingress Protection	IP66 or better
11	IK Rating for Impact Resistance	IK-05 rating or better
12	Housing	Housing shall be made of Die Cast aluminum or aluminum alloy with protective coating
13	Mounting	shall be suitable for pole mounting with Pipe OD of 50mm
14	Glass & Cover	Borosilicate Glass Lens / Acrylic cover
15	Operating Temperature	0-50 ⁰ C
16	Humidity	10-90%
17	LED chip Makes	LUMILEDS / CREE / NICHIA / OSRAM/Phillips
18	LED Life (Burning Hours)	>50000
19	LED efficiency	> 100 Lumens/Watt
20	Luminary Efficiency	> 80 Lumens/Watt
21	Standards to be followed	LED & Luminary- LM 79 and LM 80 Driver Performance - IEC 62384 / IS 16104 Surge protection - IEC61000-4-5 Photobiological Safety - IEC62471 / EN64271 / IS 16108
22	Test certificate	Test certificates from NABL accredited Lab / CPRI to be submitted.
23	Free replacement Warranty for technical defects.	5 years

Annexure-V

SPECIFICATION FOR 36W Decorative light		
S.No	Parameter	Specification
1	Power -Watts	36±4W
2	Supply range -Volts	150-270 V AC , 1 PH, 50 Hz
3	PF	≥0.9
4	Total System Lumen output	>3200
5	THD	≤15%
6	CRI	>70
7	CCT	5000 - 7000K
8	Surge Voltage Protection	2kV or better
9	Driver	Inbuilt & Replaceable with Output short circuit and Over Voltage, miswiring protection.
10	IP Rating(For Optics & Driver) for Ingress Protection	IP20 or better
11	Housing	Housing shall be of CRCA powder coated body
12	Mounting	Suitable for 600X600mm modular/POP/Gypsum ceiling
13	Diffuser	High transmittance diffuser
14	Operating Temperature	0-50 ⁰ C
15	Humidity	10-100%
16	LED chip Makes	LUMILEDS / CREE / NICHIA / OSRAM/Phillips
17	LED Life (Burning Hours)	>40000
18	Standards to be followed	LED & Luminary- LM 79 and LM 80 Surge protection - IEC61000-4-5 Photobiological Safety - IEC62471 / EN64271 / IS 16108
19	Test certificate	Test certificates from NABL accredited Lab / CPRI to be submitted.
20	Free replacement Warranty for technical defects.	5 years

SPECIFICATION FOR AC LED tube light		
S.No	Parameter	Specification
1	Power -Watts	20W±2W
2	Supply range -Volts	150-270 V AC , 1 PH, 50 Hz
3	PF	≥0.9
4	Total System Lumen output	>1000
5	THD	<35%
6	CRI	>70
7	CCT	5000 - 7000K
8	Surge Voltage Protection	2kV or better
9	Driver	Inbuilt & Replaceable with Output short circuit and Over Voltage, miswiring protection.
10	IP Rating(For Optics & Driver) for Ingress Protection	IP20 or better
11	Operating Temperature	0-50 ⁰ C
12	Humidity	10-100%
13	LED chip Makes	LUMILEDS / CREE / NICHIA / OSRAM/Phillips
14	LED Life (Burning Hours)	>40000
15	Standards to be followed	LED & Luminary- LM 79 and LM 80 Driver Performance - IEC 62384 /IS 16104 Surge protection - IEC61000-4-5 Photobiological Safety - IEC62471 / EN64271 / IS 16108
16	Test certificate	Test certificates from NABL accredited Lab / CPRI to be submitted.
17	Free replacement Warranty for technical defects.	5 years

SPECIFICATION FOR AC LED tube light		
S.No	Parameter	Specification
1	Power -Watts	20W±2W
2	Supply Volts	220 V AC , 1 PH, 50 Hz
3	PF	≥0.9
4	Total System Lumen output	>1800
5	THD	<35%
6	CRI	>70
7	CCT	5000 - 7000K
8	Surge Voltage Protection	2kV or better
9	Driver	Inbuilt
10	IP Rating	IP20 or better
11	Operating Temperature	0-50°C
12	Humidity	10-100%
13	LED chip Makes	LUMILEDS / CREE / NICHIA / OSRAM/Phillips
14	LED Life (Burning Hours)	>40000
15	Standards to be followed	LED & Luminary- LM 79 and LM 80 Driver Performance - IEC 62384 /IS 16104 Surge protection - IEC61000-4-5 Photobiological Safety - IEC62471 / EN64271 / IS 16108
16	Test certificate	Test certificates from NABL accredited Lab / CPRI to be submitted.
17	Free replacement Warranty for technical defects.	5 years

ANNEXURE-VIII

TERMS AND CONDITIONS FOR TENDER

1. Any order resulting from this invitation to tender shall be governed by our General 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.
3. The purchaser shall not be governed by these unless specific acceptance have been, given in writing in the order by the purchaser
4. The offer should be complete in all respects. Full particulars and descriptive literature and drawings should be forwarded along with the quotation. The make of the items offered should be clearly specified. Materials should be offered strictly confirming to our specifications. The deviations if any, should be clearly indicated in the quotation. Test certificates must be produced, wherever required where stipulated samples should be forwarded along with the quotation Material confirming to IS will be preferred.
5. PRICE: The prices must be 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
6. TAXES AD DUTIES:
 - a. **If Excise duty or any 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.**
 - b. 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 if any on materials covered under Sales Tax Registration.
7. DELIVERY: Preference will be given to ex-stock offer. Suppliers submitting offer on forward, delivery basis must indicate the earliest guaranteed delivery date by which the material will be dispatched/ delivered free at our stores from the date of receipt of order. Offers indicating terms such as 'EX-Stock' subject to prior sale, goods remaining unsold as early as possible will not be entertained. The date after the third day of issue or the order will be considered as the date of receipt of the order.
8. **RIGHT OF ACCEPTANCE: The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. Within a period of six months from the date of completion of the order, the Purchaser further reserves the right to place order on the successful tenderer for an additional up to 100% of the original ordered quantity.**
9. TERMS OF PAYMENT: Payment of all the bills will be made within a period of 30 days from the date of receipt and acceptance of the material at site.
10. INSPECTION: The Purchaser reserves the right to get the Stores inspected before commencement of supplier/ or on arrival at our factory by an inspecting officer authorized by the Purchaser. The Tenderer should be in a position show and/ or send samples of material on demand.
11. PACKING: The stores should be securely packed and properly marked to avoid loss or damage in transit by Rail /Road /Air.
12. **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 price per week or part thereof subject to a maximum of 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.**
13. RISK PURCHASE: The supply of all items must be completed satisfactory and within the specified period in the order failing which, the Purchaser reserves the right to purchase stores from other sources at the suppliers cost and risk.

14. **GUARANTEE:** The supplier shall guarantee the store supplied in respect of good design, quality and workmanships for a period of 12 months from the commissioning or 18 months from the date of supply whichever is earlier.
15. **VALIDITY:** The offer should be valid for a minimum period of 90 days from the opening of quotation.
16. In case the item offered is covered by DGS & D Rate Contract, the rate should be as per R/C and a copy of R/C should be enclosed with the offer.

E-PAYMENT TO VENDORS

Midhani wishes to switch over to the E-Platform for making remittance to the vendors against released on them from time to time. The remittances will be made by effecting E-Payment through banking channels instead of issuing cheques. Being a regular and approved vendor, you are requested to furnish the following details at the earliest to enable midhani to effect E-Payment through banking channels against the orders placed on you.

1. Name of the Bank
2. Name of the Branch
3. Address of the Bank
4. Mode of Payment preferred – RTGS/NEFT
5. Bank's MICR Code
6. Beneficiary's Bank Branch IFSC Code
7. Beneficiary's Account type (Current Account or Savings Account)
8. Beneficiary's Name
9. Beneficiary's Contact Numbers

We seek the above information to build up a data based on which we could migrate to E-Payments instead of issue of cheques.

PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:

ENVELOPE NO.1:

PART - I "TECHNO-COMMERCIAL BID"	
ALONG WITH EMD	TENDER No: MDN/PUR/1976095/ADVT/086/2017-18
To	DATE:, DUE DATE:
THE ADDL. GENERAL MANAGER (I/c-PURCHASE)	
MIDHANI, HYDERABAD - 500 058.	
NAME OF THE TENDERER:	

ENVELOPE NO.2:

PART - II "PRICE BID"	
TENDER No: MDN/PUR/1976095/ADVT/086/2017-18	DATE:
To	
THE ADDL. GENERAL MANAGER (I/c-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/1976095/ADVT/086/2017-18, DATE:, DUE DATE:	
CONTENTS:	
A) TECHNO-COMMERCIAL BID ALONG WITH EMD COVER	
B) PRICE BID	
To	
THE ADDL. GENERAL MANAGER (I/c-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

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. Notwithstanding 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