सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-2, कोयला भवन परिसर, कोयला नगर, धनबाद - 826005, झारखंड (भारत)

Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute-II, Koyla Bhawan Complex, Koyla Nagar, Dhanbad - 826005, Jharkhand (INDIA)
Corporate Identity No.- U14292JH1975GOI001223

NOTICE INVITING TENDER FOR SUPPLY & INSTALLATION OF WATER COOLER AT CMPDI, RI-II, DHANBAD

Tender Enquiry No. RI-II/CMPDI/WATER COOLER/15-16/2898-08 Dated: 29/09/2015

1.	Name of the work	:	Sealed tenders are invited from Manufacturers/ Authorized Dealers/ Sole Selling agents /Distributors/Stockists in two parts for Supply & Installation of Water Cooler at CMPDI, RI-II, Koyla Bhawan complex, Koylanagar, Dhanbad
2.	Estimated cost	:	Rs. 108000 /-
3.	Earnest Money	:	Rs. 2160/- (Rs. Two thousand one hundred sixty only) as Earnest Money along with the tender is to be deposited in the form of A/c. Payee Bank demand Draft in favour of CMPDI, Regional Institute, Dhanbad on any scheduled bank payable at Dhanbad. This deposit will be converted into part of security money deposit for the successful tenderer. For all other unsuccessful tenderer the deposit will be released (without interest) after finalization of work order at our end. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender.
4.	Cost of Tender Paper	:	Rs. 100.00 (Rs. One hundred only) either in cash at the cash counter of CMPDI, RI-II or in the form of a crossed demand draft drawn in favour of CMPDI, Regional Institute, Dhanbad on any scheduled bank payable at Dhanbad (Nonrefundable).
5.	Date of sale of tender paper	:	From 30/09/15 to 14/10/15 (10AM to 1 PM on any working day)
6.	Date and time of submission of Tender	:	On 15/10/15 upto 3-30 PM
7.	Date and Place of opening of tender	:	On 15/10/15 at 4.00 PM at the Office of HOD (E&M), CMPDI, RI-II
8.	Place of sale and receipt of Tender document	:	Office of the HOD (E&M), CMPDI, RI-II
9.	Down loading	:	The tender document can be down loaded from the CMPDI, website http:/www.cmpdi.co.in and http:/www.tenders.gov.in. In case of down loading the tender document, the tender document cost shall be made in the form of a crossed demand draft drawn in favour of CMPDI, Regional Institute, Dhanbad on any scheduled bank payable at Dhanbad. This shall be kept in separate envelope mentioning, "The Cost of tender". The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

भवदीय

L.G.Biswas
विभागाध्यक्ष (वि एवँ यॉ)

वितरण: -

1. The Regional Director, RI-II, CMPDI for kind information
2. The Convener ,Tender Committee, RI-II
3. Shri S .Surin, CM(Geology), RI-II, Member of Tender Committee
4. Shri A.K. Verma ,HOD(F), RI-II, Member of Tender Committee
5. HOD(P&A), CMPDI, RI-II, with a request to arrange display on the notice board
6. GM(Civil), BCCL , Koylanagar, Dhanbad-826005 – With a request to arrange display on the notice board
7. GM(E&M),BCCL, Koylanagar, Dhanbad-826005 – With a request to arrange display on the notice board
8. GM(TA), BCCL , Koylanagar, Dhanbad-826005 – With a request to arrange display on the notice board
9. GM(MM), BCCL , Koylanagar, Dhanbad-826005 – With a request to arrange display on the notice board
10. Cash Section, RI-II
11. Office copy ,Shri P.K. Shrivastav ,O.S

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LTD
REGIONAL INSTITUTE-II, KOYLA BHAWAN COMPLEX,
DHANBAD -826005

TENDER DOCUMENT

1. Sealed tenders are invited for Supply & Installation of water Cooler of Reputed Make at CMPDI, RI-II, Koyla Bhawan complex, Koylanagar, Dhanbad -826005

Sl. No.	Particulars	Specification	Estimated cost
1	Supply & Installation of Water Cooler	Enclosed as ANNEXURE-I	Rs. 108000/-

2. Issue of tender document

Tender documents can be obtained from the office of HOD (E&M), CMPDI, RI-II, Koyla Bhawan Complex, Koylanagar, Dhanbad 826005, between **10:00 AM to 1:00 PM on any working day** as per the dates mentioned below:

Begins on: 30.09.2015
Closes on: 14.10.2015

3. **Earnest Money**

Rs. 2160/- (Rs. Two thousand one hundred sixty only) as Earnest Money along with the tender is to be deposited in the form of A/c. Payee Bank demand Draft in favour of CMPDI, Regional Institute, Dhanbad on any scheduled bank payable at Dhanbad. This deposit will be converted into part of security money deposit for the successful tenderer. For all other unsuccessful tenderer the deposit will be released (without interest) after finalization of work order at our end. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender.

3. Basic eligibility criteria

Bidders shall submit the self-attested photocopy of following documents:

a) Permanent Income Tax Account Number (PAN)
b) Sales Tax registration number/ TIN
c) Manufacturers will have to submit **self-attested** copy of their Manufacturing License / Certificate/ Complete photocopy of registration with DGS&D/NSIC/SSI/DIC/ Registrar of Companies, etc. with the list of items attached along with the offer.

OR

Authorized Dealers/ Sole Selling Agents/ Distributors/Stockists will submit **self-attested copy** of the current valid dealership certificate or Authorization certificate issued to them from their principal/manufacturer for the quoted reputed brand.

d) Copy of the valid authenticated Catalogue of product.
e) Copy of the test certificate, wherever applicable.

4. Mode & Method of Submission of Tender

Tender must be submitted in sealed cover which must be super scribed with the Tender Enquiry Number and the date of opening. All envelopes containing the tenders shall be properly sealed. The tenders shall be submitted in three envelopes (Envelope- I, Envelope- II & Envelope-III) and a separate envelope for tender cost, if downloaded from website. All the three envelopes shall be kept in one envelope and properly sealed. The Envelope- I containing Part-I, Envelope- II containing

Part-II and Envelope –III containing Demand Draft of EMD should be inside one outer cover. The outer cover should bear the address of the purchaser. Postal tenders will not be accepted.

Part – I

Following documents to be submitted in Envelope-I

1) Documents to fulfill basic eligibility criteria
2) Duly signed and stamped tender document
3) Annexure-I of tender document.
4) Annexure-II of tender document.
5) Annexure-III of tender document, if applicable
6) Annexure-IV of tender document
7) Copy of the test certificate, if applicable
8) Copy of the valid authenticated Catalogue of product

Part – II

The second part of the tender shall consist of Price Bid in PRICE BID FORMAT. The price bid of only those bidders will be opened, **whose offers in Part–I are found to be techno – commercially acceptable .**

5. Validity Period of Tenders:

The rates, terms and conditions offered shall be valid ***for a period of 180 days*** from the date of opening of the tender and shall be valid throughout the delivery period.

6. Receipt of Tenders:

Date and time of submission of tender : 15/1015 up to 3.30 P.M.

Location/Place of submission of tender: Tenders shall be dropped in the Tender Box provided at the Office of the HOD (E&M), CMPDI, RI-II, Koyla Bhawan Complex, Koylanagar, and Dhanbad-826005. Postal tenders shall not be accepted.

All envelopes containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted. The tenders shall be submitted in three envelopes (Envelope- I, Envelope- II & Envelope-III) and a separate envelope for tender cost, if downloaded from website. All the three envelopes shall be kept in one envelope and properly sealed. The Envelope- I containing Part-I, Envelope- II containing Part-II and Envelope –III containing Demand Draft of EMD should be inside one outer cover. The outer cover should bear the address of the purchaser, Tender enquiry no. & date of opening.

7. Opening of Tender

The tender shall be opened at the office of HOD (E&M), CMPDI, RI-II, Koyla Bhawan Complex, Koylanagar, Dhanbad -826005 Office Complex, at the time and date as given in the NIT.

Date and time of opening of Part- I: Date: 15/10/2015 at 4:00 PM.

In the event of the specified date for submission /opening of bids being declared a holiday, the bids will be received /opened on the appointed time on the next working day.

Date and time of opening of Part-II: The date and time of opening of Price bid or Part- II of the tender shall be communicated in due course of time after evaluation of Part- I.

The company (CMPDI) reserves the right to accept or to reject any or all of the tenders or to postpone the date of receipt and opening of tender without assigning any reason whatsoever.

(a) The prices quoted must be firm till delivery. The prices offered should be given preferably both in words and figures.

(b) Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per the tender documents along with all supporting documents failing which offer may not be considered and no further clarification on technical commercial aspects may be entertained.

(c) Payment terms are as per general conditions of contract and are enclosed with this tender notice. **The payment shall be made by Electronic Fund Transfer (EFT) mode only**. Successful bidder shall submit the details as per format to be collected from the Finance department and to be submitted along with the bill with original Signature and stamp.

(d) Supply Order, if placed, will be subject to the terms and conditions given separately.

(e) Normally no deviation is acceptable to our tender documents & Terms and Conditions. Tenders which have deviations are liable for rejection without making any back reference to the tenderer. Tenders asked for must be submitted complete in all respects.

8. GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF OFFERS

a. All pages of tender document should be signed and must have firm's seal. **This is a must.**

b. Quotations, erased and over written, will be summarily rejected unless corrections are authenticated with the tenderer's signature.

c. Competent authority reserves the right to cancel the tender, postpone the date of receipt and opening the tender or redefine the quantity without assigning any reason what-so-ever or any clarification or notification to the parties. Competent authority reserves the right to reduce the quantity even after the award of job and payment shall be made according to the actual quantity supplied and as per quoted rate. Bidders are advised to carefully note that the deviation in these terms will not be entertained

d. Competent authority reserves the right to terminate the contract in between, in case the supplies of materials are not satisfactory within seven days notice either verbally or in writing. No payment shall be made in that case for part supply of the job done. Further, all changes done in our existing system shall have to be re-modified to the original condition by the party free of cost.

e. Bid evaluation: Bids shall be evaluated on overall lowest (L-1) rate basis of those bidders who will qualify on techno-commercial part (Part-I) of the offer.

f. The tender committee reserves the right to accept / reject any tender fully or partly or split up the work without assigning any reason whatsoever and its decision will be final as well as binding.

g. Correction of errors: Bids determined to be substantially responsive will be checked by the employer for any arithmetical errors. Errors will be corrected by the employer as follows:

(i) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

(ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern,

(iii) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for evaluation instead of the original sum quoted by the tenderer along with other tender / tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

The amount stated in the bid will be adjusted by the employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder.

OTHER TERMS AND CONDITIONS

1. **Prices** : Total cost shall include all taxes, duties, levies, insurance, packing and forwarding, transport and delivery at Store, CMPDI,RI-II, Koyla Bhawan Complex, Koylanagar, Dhanbad (Jharkhand) -826005.

2. **Submission of bill**: You will submit bill in triplicate duly stamped and pre-receipted along with challan to the consignee for arranging payment in time.

3. **Payment:** 80 % payment will be released within 21 days after delivery and inspection of the materials and receipt and acceptance of performance Bank Guarantee. Balance 20% payment shall be released within 21 days after successful installation, commissioning ,Testing and Training.

4. **Delivery Schedule: -** The delivery schedule shall be within 30 days from the date of issue of supply order.

5. **Paying authority: -** HOD (Finance), Regional Institute-II, Koyla Bhawan Complex, Koylanagar, Dhanbad (Jharkhand) -826005

6. **Consignee:** The Regional Director, CMPDI, Regional Institute –II, Koyla Bhawan Complex, Koylanagar, Dhanbad (Jharkhand) -826005

7. **Inspection**: Inspection of material will be done after receipt of the material in good condition at our site by the authorized representative(s) of Regional Director. If the materials are not found in order, they will be totally rejected and the supplier will be liable to replace the defective material. If the supplier failed to do so, no payment will be made for the defective material and the bill will be processed on the accepted material.

8. **Warranty**: Manufacturer's guarantee/warranty is applicable. The manufacturer shall provide complete operation manual.

9. **Installation / Performance:** The installation shall be carried out by the supplier at their cost, including any material required for installation and demonstration within a period of one month from the date of delivery. The satisfactory performance of the equipment and analysis shall have to be demonstrated by the supplier before final acceptance of the equipment.

10. **Quantity variation clause**: The management reserves the right to increase or decrease the quantity/no. of items and accordingly the billed amount will be adjusted proportionately keeping the quoted unit rate unchanged.

11. **Security Deposit :**

Security deposit of 10% of the ordered value shall be given. The earnest money i.e. 2% of the estimated cost (Rs. 2160 /-) deposited by the supplier shall be converted into security deposit (s/d), balance amount (i. e, after deducting the EMD amount from 10 % of the order value) to be deposited within 15 days of issue of work order, towards a total security deposit of 10% of the ordered value in the form of Bank Draft of any scheduled Bank in favour of **CMPDI, Regional Institute, Dhanbad** payable at Dhanbad. In case the firms fails to deposit security money, the order shall be cancelled and the case shall be processed to order elsewhere and the performance is to be kept recorded for future dealing with them .For successful tenderer, security deposit will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of competent authority and after submission of requisite Performance Bank Guarantee by the firm. For unsatisfactory performance and/or contractual failure, security deposit shall be forfeited.

If any State / Central Govt. Organisation /PSU & valid DGS&D / NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD/ SD, they may be considered for exemption from submission of EMD / Security Deposit.

12. Performance Bank Guarantee:

The successful bidder will submit Performance Bank Guarantee of 10 % of the ordered value, within 30 days from the date of issue of work order to E&M department, CMPDI, RI-II as follows :

A BANK GUARANTEE valid for entire warranty/guarantee period + claim period of 3 months from any Nationalized /Scheduled Bank.

The Bank Guarantee to be submitted should be on Non-Judicial stamp paper, as per the format enclosed in ANNEXURE-IV from any Nationalized /Scheduled Bank. Any Deviation in the Bank Guarantee from the prescribed format will not be accepted .The denomination of the stamp paper should be legally acceptable and as applicable in the state, from which it is issued.

The bill for payment will be processed only after receipt of valid Performance Bank Guarantee.

The Bank Guarantee shall be released after the end of claim period, if no claim /dispute is pending.

13. **Liquidated Damage** : In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI has the right :

i) To recover as agreed liquidated damages, as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of the stores which successful bidder has not been able to supply (for

this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of competent authority.

ii) To purchase elsewhere, after due notice to the successful bidder on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or

iii) To cancel the supply order or a portion there of, and if so desire to purchase the stores at the risk and cost of the defaulting supplier and also

iv) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(i) above.

v) To encash any bank guarantee which is available for recovery of the penalty or

vi) To forfeit the security deposit full or in part

vii) Whenever under the contract a sum of money is recoverable from any payable by the supplier, CMPDI shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract with CMPDI or any subsidiary of Coal India Limited should this sum be not sufficient to recover the full amount recoverable, the successful bidder shall pay CMPDI on demand the remaining balance amount. The supplier shall not be entitled to any gain under this clause.

14. **Fall Clause** : The price charged for the stores supplied under this contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other organization during the period of the contract, it at any time, during the said period, the supplier reduces the sale price of such stores, or sells such stores to any other organization at price lower than the price chargeable under this contract the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CMPDI, RI-II , Koyla Bhawan, Dhanbad and the price payable under the contract for the materials supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced. The above stipulation, however, will not apply to exports by the supplier.

15. **Price Certification**: You are required to submit the following certificate on your letter head along with your bills:
"I/We certify that the stores of description identical to the stores supplied to the consignee concerned under the contract herein have not been sold by me/us to any other organization including DGS&D at the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the consignee concerned of the contract."

16. **Cancellation of supply order**: Competent authority reserves the right to cancel the supply order at any point of time without showing any reason.

17. **Insurance**: The dispatch of materials should be covered under insurance at the supplier's cost and risk. The consignee will intimate the supplier in case any shortage or damage is found after receipt of materials at destination. Shortage/damage certificate will be obtained from transporter by consignee. However claim will be lodged by the supplier on the carriers.

18. **Packing and forwarding**: Please note that all the materials should be dispatched properly packed/and protected so that these are received in good condition being free from any loss or damage on arrival at destination. The supplier should obtain a clear receipt from the transport authorities specifying the complete list of goods dispatched. The supplier should not book any consignment on a "SAID TO CONTAIN "basis. If the supplier does so, it would be at the supplier's own responsibility.

19. **Non-disclosure/ Confidentiality Clause**: The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention ,research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary information which is disclosed to the bidder by CMPDIL at any time during the agreement /award of work/execution of work and thereafter. The bidder shall disclose Proprietary information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

20. All disputes are subject to Dhanbad Court Jurisdiction only.

Mrs L. Ghosh Biswas
विभागाध्यक्ष (वि एवँ यॉ)

ANNEXURE-I

PART-I
SCHEDULE OF REQUIREMENT
(To be submitted in Envelope-I)

Sl. No.	Particulars	Make/ quality	Unit	Qty. reqd.	Offered by the party Brand / model
1	**Water Cooler**, Fully Stainless Steel, Tank Capacity :40 Ltrs., Cooling capacity per hour : 20 Ltrs.	Reputed/ Good quality	No.	4	

NOTE: CATALOGUE OF THE PRODUCT MUST BE SUBMITTED.

Signature & seal of the bidder

Place:
Date:

ANNEXURE – II

Form for e- Payment

(To be submitted in Envelope-I)

To
The Regional Director,
Regional Institute-II, CMPDI,
Koyla Bhawan Complex, Koylanagar,
Dhanbad-826005

Ref: Authorization of all our payment through electronic fund transfer system/RTGS/CBS/Intra bank Transfer

We, hereby authorize CMPDI Limited to make all our payments against our bills, refund of earnest money deposit and security deposit through Electronic Fund Transfer system/RTGS/CBS/Intra Bank Transfer. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. Name of the beneficiary ……
2. Address……
   ……..

City …… PINCODE……e-mail id……
Telephone no. (With STD code)……...

3. Bank particulars :-
   Bank Name ……Branch Name …….Bank branch code…
   Branch address……
   ……PIN CODE……
   Telephone No. (With STD code)……FAX No. (With STD code)…….....
4. 9 digit MICR code of the Bank branch (Enclosed copy of a cancelled cheque):
5. 11 digit IFSC code of beneficiary branch
6. Bank Account Number :
7. Bank Account Type (Tick One) : SAVING/CURRENT/LOAN.CASH CREDIT/ OTHERS (if any other, pl. specify)
8. 8. Permanent Account Number (PAN):
9. CMPDI vendor code :

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not to bear the bank charges, if any for enabling such transfer effected at all for reasons of incomplete or incorrect information, I/We would not hold the company responsible. We also agree.

(AUTHORISED SIGNATORY)
Name……..
Date…….
(Official stamp)

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a Bank account No……. with our branch and the Bank particulars mentioned above are correct

(AUTHORISED SIGNATORY)
Name……..
Date…….

(Official stamp)

ANNEXURE-III

UNDERTAKING BY BIDDER(S)*

(*ONLY FOR THOSE WHO HAS (HAVE) DOWNLOADED THROUGH WEBSITE)

(To be submitted on letter head of the tenderer, signed and stamped by tenderer authorized representative/official in each page)

I/We, …… … …… …… …….. …… … … …… ……, proprietor/ partner/Legal Attorney/accredited representative of M/s …… ……., solemnly declare that:

1. I/we accept the Tender Document as (I/we have) downloaded the same from the website http://www.cmpdi.co.in unconditionally.

And

2. I/we understand and fully accept that the Tender Document thus obtained by me/us will be rejected if found incomplete and/or if any tampering and/or discrepancy is found therein in comparison to the Master Copy or Office Copy of the said Tender Document.

3. I/we further assure and accept that I/we shall accept the Office Copy version of the Tender Document and shall not raise any objection in any form or shall not make any hindrance to the tendering process in case of such rejection.

… … … … … … … … … … … …

Signature of bidder

.. …

Name of bidder (IN BLOCK CAPITAL)

Position in the Company/Firm: (proprietor/partner/legal representative etc): … … … … …

Date: … … … … … … …
Place: … … … … … … …

Official Seal (Stamp):

ANNEXURE - IV

FORMAT OF FOR BANK GUARANTEE FOR PERFORMANCCE BANK GUARANTEE

Messers _____, a company having its office at _____ (hereinafter, called the seller) has entered into a contract No. _____ dated. _____ (hereinafter called the said contract) with Coal India Ltd. & its Subsidiaries (hereinafter called the purchaser) to supply stores/materials on the term and conditions contained in the said Contract.

1. It has been agreed that hundred percent (100%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser a Bank Guarantee for the sum of Rs. _____ equivalent to 10% value of the stores/materials supplied by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said seller of any of the terms and conditions contained in the said contract.

   The _____ Bank having its office at _____ has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We _____ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We, _____ Bank Ltd., further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect, during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date

to be given) _____ and unless the guarantee is renewed or a claim is preferred against the Bank within _____ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ Bank Limited, further agree with the purchaser, that the 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 contract or to extend the time of performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said seller or for any forbearance, act or omission on the part of the purchaser, or any indulgence by the purchaser, to the seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

   The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the purchaser the said sum of Rs. _____(specify the amount) or such lesser sum as may then be due to the purchaser and as the purchaser may demand.

5. We, _____ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.
6. The Bank has under its constitution, power to give this guarantee and Mr. _____Manager, who has signed it on behalf of the Bank has authority to do so.

   This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

Dated _____ day of _____ for _____ Bank Limited

Signature of the authorized person
For and on behalf of the Bank
Seal of the Bank

PART-II

FORMAT OF PRICE BID

FORMAT OF PRICE BID
(To be submitted in Envelope-II)

Sl. No.	Particulars	Make/ Quality	Unit	Qty. reqd.	Unit cost (Rs.)	VAT (%)	Other taxes, if any (%)	Total cost (Rs.) inclusive of VAT & other taxes, if any
1.	Water Cooler, Fully Stainless Steel, Tank Capacity :40 Ltrs., Cooling capacity per hour : 20 Ltrs.		No.	1				
Installation charges								
Any other charges								
Total in figures								
Total in words								

Note: Total cost shall include all taxes, duties, levies, insurance, packing and forwarding, transport and delivery upto Store, CMPDI,RI-II, Koyla Bhawan Complex, Koylanagar, Dhanbad (Jharkhand) -826005.

Signature & seal of the bidder

Place:
Date: