



Ref.: CMPDI/RI-1/E&M/2018/1342

Date: 17-Mar-2018

TENDER NOTICE

SUB. : REWIRING & MODIFICATION OF RD'S BUNGALOW AT CMPDI, RI-I, ASANSOL.

Sealed tenders are invited from Licensed Electrical contractors (of appropriate category) for "**REWIRING & MODIFICATION OF RD'S BUNGALOW AT CMPDI, RI-I, ASANSOL.**" as per SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATION (ANNEXURE-I) and TERMS & CONDITIONS given in Tender document:

a) Tender fee	:	Not applicable
b) Earnest Money	:	Rs. 2171/- (Rupees two thousand One hundred Seventy-one only)
c) Date of Commencement of sale of Tender Documents	:	19-Mar-18 (from 10.30 AM to 12.00 Noon)
d) Last date of sale of Tender Documents	:	29-Mar-18 up to 12.00 Noon
e) Last date & time for submission of offers	:	30-Mar-18 up to 01:00 PM
f) Due date & time of opening of Offers	:	30-Mar-18 at 03.30 PM
g) Validity Period	:	Four months from the date acceptance of offer
h) Type of Tender	:	Single Bid

IF THE TENDER IS NOT OPENED ON THE ABOVE DATE DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE OPENED ON THE NEXT WORKING DATE. TENDERER OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER. AUTHORISED REPRESENTATIVE MUST PRODUCE A POWER OF ATTORNEY IN HIS FAVOUR.



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सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इंडिया लिमिटेड की अनुबंधी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोल-७९३३०४
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute-1, G.T. Road West, Asansol-713304
CORPORATE IDENTITY NO. U14292JH1975G01001223

Tender document can be obtained from the office of **AM (E&M)**, CMPDI, RI-1, Asansol during **10.30 AM to 12.00 Noon** on all working days from **19-Mar-18** to **29-Mar-18**. Tender documents can also be downloaded from CMPDI'S website www.cmpdi.co.in & Government website www.tender.gov.in during the period from **19-Mar-18** to **29-Mar-18**. Bidders shall be solely responsible for the correctness of the downloaded tender documents.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the bidders. **No claim on this account will be entertained.**

Tender must be submitted in sealed covers super-scribed with the Tender Number and due date of opening, time etc.

Tenderer shall furnish their offer along with the EMD in sealed cover addressed to the **HOD (E&M)**. The offers should be dropped in the designated '**TENDER BOX**' kept in the Office of **AM (E&M)**, RI-1, CMPDI, Asansol.

HOD (E&M)

DISTRIBUTION:-

1. RD, RI-1, Asansol.
2. Committee Member, RI-1, Asansol.
3. HOD (Fin), RI-1, Asansol.
4. OIC (P&A), CMPDI, RI-1, Asansol, with a request to arrange for display in the NOTICE BOARD
5. CGM (E&M), ECL, Sanctoria with a request to arrange for display in the NOTICE BOARD.
6. Office Copy



फोन नम्बर / Phone No. : RD (0341) 225 3504 (Office) , (0341) 225 4133 (Res.)
फैक्स नम्बर / Fax No.: (0341) 225-0935, EPABX : (0341) 225 - 2086/2916/2001
ई-मेल / e-mail : rdr1.cmpdi@coalindia.in ; वेबसाइट / Website Address: www.cmpdi.co.in
Registered Office: Gondwana Place, Kanke Road, Ranchi - 834031 (Jharkhand)



TERMS & CONDITIONS:

1. MODE & METHOD OF SUBMISSION OF TENDER

Tender must be submitted in sealed covers super-scribed with the Tender Number and due date of opening, time etc.

2. Tenderer shall furnish their offer along with the EMD in sealed cover addressed to the **HOD (E&M)**. The offers should be dropped in the designated '**TENDER BOX**' kept in the Office of **AM (E&M)**, RI-I, CMPDI, Asansol.
3. Supporting Brochure of the Models offered for all the items conforming to all the technical details should be submitted along with the offer.
4. The offer shall be accompanied with the copies of duly signed and sealed:-

- a) GST Registration Certificate, if applicable.
- b) PAN No.
- c) Elect. Supervisor license
- d) Workman's license
- e) Credentials for similar nature of work with supporting documents
- f) Electrical contractor license

Note:- GST: CMPDIL, RI-1, Asansol have GSTIN No- **19AAACC7475N1Z1** having address - CMPDI LTD , REGIONAL INSTITUTE-I, G.T ROAD (WEST) , ASANSOL- 713304 (West Bengal).

Details of GST Registration of the bidders (to be given by Bidders in format below on their letterhead)

Name of Bidder as per GSTIN Information	GSTIN No of Bidder	STATE in which is Registered	Type of Registration (Regular/Composition scheme/ Exempted From Registration) (To be clearly mentioned by Bidder)

The bids must include the following information:

- a) **Copy of GST Registration certificate towards GST duly self-attested, if applicable**
- b) **Copy of exemption certificate towards GST/SGST/IGST duly self-attested, If applicable.**

Mandatory registration of bidder with statutory authorities like GST, is required, unless they are specifically exempt from registration under specific notification/circular/section/rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing Chartered Accountant having certificate of Practice and valid membership number of ICAI that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.





For Example: If bidder is exempted from Registration under CGST ACT, 2017 due to his aggregate turnover is less than 20 lakhs then bidder has to submit the copy of Notification along supporting documents which prove that turnover of their business is less than 20 Lakhs and certificate from practicing Chartered Accountant having certificate of Practice and valid membership number of ICAI that Aggregate turnover from all business is less than 20 Lakh, hence he is exempted from Registration under GST Act, 2017.

c) If bidder is eligible for charging lower than the normal rate is applicable (**where Bidder has opted Composition Scheme**), then bidder has to submit the authentic documents for such.

d) The legally applicable rate of CGST/SGST/IGST/ Cess should be clearly mentioned.

e) In case of COMPOSITION TAX, the supplier is liable to pay tax at concessional rate but can't collect any tax from CMPDIL and on the invoice, it should be mentioned by the supplier that "composition taxable person not eligible collect tax on supplies" The supplier shall be entirely responsible for all taxes and other such levies imposed as per GST or by any other law by government from time to time, including all Bank Charges.

f) The supplier also shall comply the provisions of GST including "Anti Profiteering clause" of GST.

g) The bidder shall indicate their GST Reg. No and should submit GST Reg. Certificate along with the offer, if applicable. The successful Bidder shall comply with GST requirements as per law, without any financial implication to CMPDIL, RI-1.

h) The tax invoice raised by the supplier against the goods supplied must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN **19AAACC7475N1Z1** of CMPDI Ltd in case of supply to CMPDI Ltd within the state of West Bengal.

Supplier shall ensure timely submission of correct invoice(s) as per GST rules/ regulation, with all required supporting document(s) within a period specified in contract to enable CMPDIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/ Services with requisite details. If input tax credit is not available to CMPDIL for any reason which is not attributable to CMPDIL, then CMPDIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CMPDIL to the supplier.

i) In case the tendered item is eligible for Input Tax credit then the L-1 status shall be decided by deducting the Input Tax Credit (CGST, SGST or IGST, GST Cess (if applicable) as the case may be) Amount.

However, if Bidder has opted composition scheme under Section 10 of GST Act, 2017, they cannot levy GST, hence the CGST/SGST/IGST/GST Cess, the L-1 status will be determined on the basis of their quoted price.

In case Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, CMPDIL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST, SGST, GST Cess will be included in landed price. However if the tendered items is eligible for Input Tax credit, the same will be deducted while computing the L-1 status.



5. NOTE

- a. ALL PAGES OF THE OFFER ALONG WITH THE ENCLOSURES ARE TO BE SUBMITTED DULY SIGNED AND STAMPED.
- b. TENDERS ERASED, CUTTING AND OVER WRITTEN WILL BE SUMMARILY REJECTED UNLESS CORRECTION IS AUTHENTICATED WITH THE TENDERER'S SIGNATURE.

6. Bidders may visit the work site before quoting the rates.

7. The work shall be supervised by qualified Engineers.

8. PAYMENT OF EMD

EMD will be accepted only in the form of crossed DD drawn in favour of "CMPDI Ltd., Regional Institute, Asansol" on any Nationalized / Scheduled Bank payable at Asansol preferably on "State Bank of India".

In case Earnest Money is not submitted, the offer shall be out-rightly rejected without any reference on this subject. EMD shall be refunded to the unsuccessful tenderer on request and on production of original money receipt immediately after finalisation and award of the tender. For successful tenderer EMD will be converted to Security Money which will be refunded to the firm on certification after completion of one year of Guarantee / Warranty Period from final inspection, after installation of the system at site. The deposits like Earnest Money will not carry any interest during its period of retention.

The deposits like Earnest money may be forfeited:

- If any tenderer withdraws their offer after tender opening during the period of tender validity.
- If the tenderer fails to execute the order job after acceptance of order within the specified time limit or does not fulfill any of the terms & conditions.

9. VALIDITY OF OFFER

The offers made must remain open for acceptance for 120 days from the date of opening of tender.

10. CONSIGNE: The Regional Director, CMPDI, RI-1, Asansol – 713 304.

11. PAYING AUTHORITY: HOD (F), CMPDI, RI-1, Asansol.

12. PRICE

The rate shall be quoted both in words and in figures on FOR-destination basis. **If there is any discrepancy between the rates quoted in words and in figures, the lower of the two shall be considered.** The offer should indicate rate per unit, discount, if any, total price and delivery terms. The rates should be inclusive of all applicable taxes and duties.



13. SECURITY DEPOSIT

- The successful tenderers will be required to deposit as security money **5%** of total value of the order (FOR destination price including taxes and duties) in the form of Demand Draft / Bank Guarantee of any schedule Bank payable at Asansol preferably on **State Bank of India** within 15 days from the date of issue of the supply order. For successful bidder Earnest Money will be adjusted against the total security money of **5%** of the value of the order to be placed.
- In case tenderer fails to deposit Security Money within the stipulated period the order shall be cancelled and EMD deposited against this tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the tenderer and their performance shall be kept in record for future dealings.
- The Security Deposit will be forfeited in case of unsatisfactory performance and / or contractual failure. Security money / Bank Guarantee of the eligible bidders will be released on certification after expiry of **one year /Guarantee / Warranty Period** whichever is earlier. The deposits like security money etc. will not carry any interest during its period of retention.

14. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) items:

If the bid of the successful bidder is seriously unbalanced in relation to the company's estimate of the cost of the work to be performed under the contract, the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the methods and scheduled proposed.

Additional Performance Security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Additional Performance Security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

This Additional Performance Security will not carry any interest and shall be released in the following manner.

- 30% of additional performance security will release after 60% of the total work is completed.
- 50% of additional performance security will release after 80% of the total work is completed.
- 100% of additional performance security will release after total work is completed.

Additional performance security may be furnished in any of the forms as applicable for performance security.



15. One Bid per Bidder:

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a Public Limited / Private Limited Company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidders' participation to be disqualified

16. PAYMENT TERM

a) **Payment of the billed amount after deducting retention money (i. e. 5% of bill amount as security deposit) shall be made after successful completion of job at site. The payment would be on the basis of actual work done.**

17. SUBMISSION OF BILL

Pre-receipted bill in triplicate along with signed challan, Guarantee / Warranty Certificate & installation report are to be submitted to the concerned department. Payment shall be released on certified bills by the concerned authority.

18. COMPLETION

The job shall have to be completed within **30 (Thirty)** days from the date of receipt of the order.

19. INSPECTION

Materials are subject to inspection by an authority to be deputed for the purpose at Consignee's end.

20. GUARANTEE / WARRANTY

The Tenderer shall give comprehensive onsite Guarantee / Warranty of satisfactory performance of equipment offered by them for a period of **1 year** w.e.f. date of installation & commissioning. In case of other items, Standard **OEM** Warranty should be indicated. The Guarantee / Warranty period will be extended by the number of days the replacement / repairing was delayed.

The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and proper use, arising from faulty materials, design or workmanship and shall remedy such defects his own cost when called upon to do so. If it became necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost of CMPDI.



21. FORCE MAJEURE CLAUSE

- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither CMPDI nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken into consideration in their quotation.

22. DEVIATION

Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents other than the prescribed schedules may render the bid itself non responsive.

23. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.

24. CMPDI, RI-1 reserves the right to accept or reject fully or partly or split-up any or all offers without assigning any reason thereof. No disputes of any kind can be raised against this right of the buyer in any court of law or elsewhere. **NO CORRESPONDENCES WILL BE ENTERTAINED IN THIS REGARD.**

24 SCOPE OF WORK:

Power at 415 V shall be made available in a power Distribution Board in the building. This shall be in scope of the Purchaser.

The scope of work for the bidder is as under: Supply erection and commissioning of cabling and wiring system including cable trays, conduits, cables and cable trenches with Civil works as per requirements.

Supply, erection and commissioning of earthing system including frame earthing, neutral earthing, earthing of cable armouring and junction boxes, metallic stairs and hand rails and other non-current carrying metallic parts, including GI strips, MS rods, GI wires including Civil works.

Supply erection and commissioning of illumination system including switch boxes, lighting fixtures, lamps, junction boxes, lighting distribution boards (LDBs), Sub lighting distribution boards (SLDBs), fans and wiring from switch boxes to fixtures.

Supply, erection and commissioning of Power Distribution Boards (PDBs), Sub power distribution





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boards (SPDBs), switch boxes and power receptacles and wiring from switch box to fixtures.

Supply, erection and commissioning of protection system against lightning including civil works.

The entire execution shall comply with statutory rules, standard codes of installation, safety and maintenance facility.

UTILISATION VOLTAGES:

S/N	PURPOSE	RATED VOLTAGE
a	Lighting	230V,AC
b	AC	230V,AC
c	Neutral	Solid Earthing
d	System Voltage	415V +/-10%
e	Frequency	50Hz +/-3%

25. ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.

Encl:

- ANNEXURE – I (SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATION)
- ANNEXURE -II (Proforma of Bank Guarantee in lieu of Part Bid Security/EMD)



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ANEXXURE – I

SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATION :

S/N	Description	Qty.	Unit	Unit Cost "Rs.'	Total amount " Rs."
1	Wiring for light point / fan point / exhaust fan point / call bell point with 1.5 sq. mm FR PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq. mm. FR PVC insulated copper conductor single core cable etc as required. Make :Havelles.Finolex & Polycab or equivalent (As per IS)				
1.1	Group A	49	Point		
2	SP 5/6 amps, one way modular switch, ISI marked. Make: Sdandard, Finolex & Anchor or equivalent.	26	Each		
3	SP 15/16 amps, one way modular switch, ISI marked. Make: Sdandard, Finolex & Anchor or equivalent.	12	Each		
4	3 pin 5/6 amps modular socket outlet, ISI marked. Make: Sdandard, Finolex & Anchor or equivalent.	26	Each		
5	6 pin 15/16 amps modular socket outlet, ISI marked. Make: Sdandard, Finolex & Anchor or equivalent.	12	Each		
6	Supplying & fixing stepped type electronic fan regulator on existing modular plate (switch box including connections but excluding modular plate) etc. as required. Make: Sdandard, Finolex & Anchor or equivalent.	9	Each		



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7	Wiring for light / power plug with 2X4 sq. mm. FR PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit along 1 No. 4 sq. mm. FR PVC insulated copper conductor single core cable for loop earthing as required. Make :Havelles.Finolex & Polycab or equivalent (As per IS)	134	Metre		
8	Wiring of circuit /submain wiring along with earth wire with the following size of FR PVC insulated copper conductor, single core cable in surface/recessed medium class PVC conduit as required. Make :Havelles.Finolex & Polycab or equivalent (As per IS)				
8.1	2x2.5 sq.mm+1x2.5 sq.mm earth wire	275	Metre		
9	Supplying and fixing following size/modules, GI box along with modular base & cove rplate for modular switches in recess etc as required. Make: Sdandard, Finolex & Anchor or equivalent.				
9.1	3 Module (100mmx75mm)	38	each		
10	Supplying and fixing following waysurface/recess mounting,vertical type, 415 Volts, TPN MCB distribution board of sheet steel, dust proceted , duly powder painted, inclusive of 200 Amps tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBS's (but without MCB's and incomer) as required. (Note: Vertical type MCB TPDB is normally used where 3 phase outlets are required.). Make: Sdandard, L&T & JJ or equivalent.				
10.1	4 way (4+12),single door	1	each		



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11	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. .). Make: Sdandard, L&T & JJ or equivalent.				
11.1	Single pole (20 A - 8 No. + 10 A - 4 No.)	12	Each		
12	Supplying and drawing following pair 0.5 sq mm FR PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/ recessed steel/ PVC conduit as required. Make :Havelles.Finolex & Polycab or equivalent (As per IS)				
12.1	2 Pair	20	Metre		
13	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface/ recessed steel/ PVC conduit as required. Make :Havelles.Finolex & Polycab or equivalent (As per IS)	20	Metre		
14	T.V. Socket outlet modular type. Make: Sdandard, Finolex & Anchor or equivalent.	4	Each		
15	Telephone Socket outlet. Make: Sdandard, Finolex & Anchor or equivalent.	4	Each		
16	Supply and fixing following rating,four pole,(three phase and neutral), 415 V Volts, resudial current circuit breaker (RCCB),having sensitivty current upto 300 milliamperes in the existing MCB DB complete with connections,testing and commissioning etc as required. Make: Sdandard, L&T & JJ or equivalent.				
16.1	40 amps	1	Each		



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17	Supply of 03 Phase, 04 wire KWh Meter (Energy Meter),class1 accuracy,LEDs indication presence of each phase & neutral, withstand 440V phase & neutral,high surge withstand capacity not less than 8KV, Polycarbonate enclosure,anti-tamper features, Current-10 to 60 amp . Make: L&T, HPL & Bentec or equivalent.(As per IS)	1	No.		
18	Supply & fixing following rating, Four pole, 415Volts, isolator in the existing MCB DB complete with connections testing and commissioning etc.as required. Make: Sstandard, L&T & JJ or equivalent (As per IS).				
18.1	63 amps	1	Each		
Total amount					Rs.:
GST amount					Rs.:
Total amount inclusive all taxes					Rs.:

(Rupeesonly)



फोन नम्बर / Phone No. : RD (0341) 225 3504 (Office) , (0341) 225 4133 (Res.)
फैक्स नम्बर / Fax No.: (0341) 225-0935, EPABX : (0341) 225 - 2086/2916/2001
ई-मेल / e-mail : rdr1.cmpdi@coalindia.in ; वेबसाइट / Website Address: www.cmpdi.co.in
Registered Office: Gondwana Place, Kanke Road, Ranchi - 834031 (Jharkhand)



cmpdi
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इंडिया लिमिटेड की अनुबंधी कंपनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोल-७१३३०४
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute-1, G.T. Road West, Asansol-713304
CORPORATE IDENTITY NO. U14292JH1975G01001223

ANNEXURE – II

PROFORMA OF BANK GUARANTEE IN LIEU OF PART BID

SECURITY / EARNEST MONEY DEPOSIT

To,
M/s. Central Mine Planning & Design Institute Limited,
Regional Institute - I
G. T. Road (West End), Asansol
Dist: Burdwan, PIN – 713 304

Dear Sirs,

1. In consideration of “Central Mine Planning & Design Institute Limited, Regional Institute - I” having its Registered Office at Asansol (hereinafter called “the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in for the work “.....” issued in favour of M/s..... for (hereinafter referred to as “ the Bid” to accept the Deed of guarantee as herein provided for Rs..... from the Schedule/Nationalised Bank in lieu of Bids/Earnest Money deposit to be made by M/s.....(hereinafter called “the tenderer ”) or in lieu of Demand draft of equal amount, for the due fulfillment of the terms and conditions contained in the said Bid documents by the Tenderer, we the.....Bank(hereinafter referred to as the said Bank) having its Registered Office at do hereby undertake and agreed to pay the company to the extent of Rs..... on demand stating that the amount claimed by the company is due and payable by the Tenderer for the reasons of failure/negligence in performing the terms and conditions contained in the contract /Bid by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.
3. We..... Bank agree that the company shall be the sole judge as to whether the said Tenderer has failed/neglected in performing any of the terms and conditions of the said contract/Bid and the decision of the company in this behalf shall be final and binding on us.
4. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto 365 (three hundred sixty five) days on and from..... and any claim received after the said date shall in no case bind the Bank.
5. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under



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this guarantee or indemnity from time to time vary any of the terms and conditions of the said Bid document or to extend the time of performance by the said Tenderer or to postpone any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or to forbear from enforcing any of the terms and conditions governing the said Bid document or securities available to the company and the said Bank shall not be released from its liability under these presents.

6. Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs.....and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till 365 (three hundred sixty five) days on and fromunless the written demand or claim under this guarantee is made by the Company with us on or before expiry of 365 (three hundred sixty five) days on and fromall rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.
6. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Tenderer or the said Bank shall not discharge our liability hereunder.
7. This guarantee issued by Sri.....who is authorized by the Bank.
8. **All disputes are subject to Asansol Court Jurisdiction Only.**



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