



## **TENDER DOCUMENT**

**[Tender No.RTI/SHG/Electronic Items/2015-16/1013 Dated 8/10/2015]**

**Sealed tenders are invited in two bid system (Technical/Prequalification Bid and Price Bid)**

**for**

**'Supply, Installation, Testing and Commissioning of Electronic and Electrical Appliances'**

**at**

**The Regional Training Institute (IA&AD), Meghalaya, Shillong  
03<sup>rd</sup> Floor, O/o The Accountant General (A&E), Meghalaya, Shillong.**

**Last Date and time for receiving the Tender : Upto 4.30 PM on 6<sup>th</sup> November 2015**

**Date and time of opening the Tender : 11 AM on 9<sup>th</sup> November 2015**

**(The Tender Documents can be downloaded at <http://www.rtishillong.cag.gov.in> (OR)  
<http://www.agmegh.cag.gov.in> (OR) <http://www.agasm.cag.gov.in> )**

### **IMPORTANT NOTICE**

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO HAVE AGREED TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. THE PRINCIPAL DIRECTOR OF THE REGIONAL TRAINING INSTITUTE, RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF ANY TENDER WITHOUT ASSIGNING ANY REASONS AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER.

THE REGIONAL TRAINING INSTITUTE SHILLONG, WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATION TO THE AGENCIES WHOSE BIDS ARE REJECTED.

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**REGIONAL TRAINING INSTITUTE (IA&AD),  
NE REGION, MEGHALAYA, SHILLONG – 793001.**

**Tender No.RTI/SHG/Electronic Items/2015-16/1013 Dated 8/10/2015 .**

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS**

Madam/Sir,

On behalf of the President of India, sealed tenders are invited in the two-bid system (**Technical/Pre-qualification and Price Bid**) for the 'Supply, Installation, Testing and Commissioning of Electronic and Electrical Appliances', at the Regional Training Institute, (IA&AD), NE Region, Shillong (hereinafter referred to as RTI (OR) RTI Shillong (OR) Institute).

You may quote for the aforesaid in accordance with the requirement stated, and submit your tender in the prescribed Tender Form, in original, on or before the prescribed date and time specified in the Terms and Conditions of contract.

*depradhan*  
Core Faculty (EDP)

## CHECKLIST

Please verify the following before submission of the tender documents, and submit the required documents strictly in the sequence listed below, to avoid rejection or disqualification of your tender.

1. Tender documents should be accompanied by an Earnest Money Deposit (EMD) of 2.5% of bid value drawn on any nationalized bank in favour of **“PAO, AG(A&E), Meghalaya, Shillong”**, in the form of Demand Draft valid for six months. Tenders without valid EMD will be rejected.
2. Certificates of registration for Sales Tax, Service Tax, incorporation etc., issued by appropriate government for the required services, with seal of the tenderer.
3. Income tax clearance certificate issued by the concerned IT circle for the past three years with the seal of the tenderer.
4. Certificates issued by offices/organizations (preferably of government) where similar services have been rendered/are being rendered with seal of the tenderer.
5. The entire original tender document with seal and signature on each page.
6. Any other document or information as required in the tender document.
7. The bid document(s) shall not contain any corrections, including but not limited to overwriting, use of correcting fluid etc. Documents with any such corrections are liable to be rejected.

**TENDER FORM**

**From**

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

**To**

**The Principal Director,  
Regional Training Institute (IA&AD),  
Meghalaya,  
Shillong – 793 001.**

Madam,

I/We offer to 'Supply, Install, Test and Commission' the items/services detailed in the Schedule (**Annexe– 1**) and agree to hold this letter open up to 60 days from the date of opening of the Price Bid. I/We shall be bound by a communication of acceptance dispatched within the aforesaid period.

I/We have understood the instructions and conditions for the contract pertaining to the above mentioned tender, and have thoroughly examined the specifications/patterns quoted in the Schedule, and are aware of the store/services required, and my/our offer is **strictly in accordance** with requirement.

Copies of the necessary certificates as specified in the Terms and Conditions are enclosed with the tender.

A Demand Draft bearing No. .... Dated ..... issued by ..... for Rs..... in favour of '**PAO, AG (A&E),Meghalaya, Shillong**', is enclosed as Earnest Money Deposit.

Signature .....

NAME .....

ADDRESS .....

PHONE NO. ....

EMAIL .....

FAX No .....

SEAL

**Regional Training Institute (IA&AD), Meghalaya, Shillong**

**TERMS AND CONDITIONS**

1. The Principal Director, Regional Training Institute (IA&AD), Meghalaya, Shillong, on behalf of the President of India, invites bids, in two separately sealed covers – (1) Technical/Pre-qualification Bid, and (2) Price Bid, for 'Supply, Installation, Testing and Commissioning (SITC) of Electronic and Electrical Appliances', at the Institute's premises located at 'Lachatelette Complex', Near Shillong College, Shillong.
2. The rates are to be quoted both in figures and words in the enclosed proforma (**Annexe – 2**). There shall be no corrections whatsoever in the bid documents. Bids, where there are one or more instances of correction, overwriting etc. are liable to be rejected.
3. Only typed bids will be considered, and hand written bids shall be summarily rejected.
4. The Tenderer must enclose copies of Registration Certificate, Income Tax and Service Tax Returns for the last three years. Details of ISO Certification (if any), company profile, Income Tax Clearance Certificate and list of valued customers, if any, should accompany the tender documents. All such documents are to be attached with Technical/Pre-qualification Bid.
5. The tender shall remain valid for 60 days after the day of opening of Price Bids. If any tenderer withdraws his tender before the said period, RTI, Shillong, shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD.
6. The word "Tenderer" as used in these Terms and Conditions and the Tender Documents, shall mean the one who has signed the tender form. The tenderer may be a manufacturer/proprietor/partner/supplier/authorized dealer/agent or constituted attorney (in case of a company) or his duly authorized representative in which case he/she shall clearly mention the same while signing the tender form.
7. The total estimated cost of the goods is approximately Rs. 9,40,000/- (Rupees Nine lakh forty thousand) only. However, it should be noted that items will be evaluated as individual items, and not as single package. Also see 45 (ii) below.
8. The tender must be accompanied by and EMD of 2.5% of bid value in form of Demand Draft only, drawn in favour of 'PAO, AG(A&E), Meghalaya, Shillong'. Tender documents without EMD will be summarily rejected.
9. The quantity given in quotation is approximate which may increase or decrease.
10. EMD of unsuccessful tenderers will be returned in due course. No interest will be paid on EMDs. If the tender is accepted and the successful tenderer fails to undertake the contract, EMD will be forfeited.

11. The tender document duly completed in all respects should be submitted in 4 (four) separate sealed envelopes addressed to the Principal Director, Regional Training Institute (IA&AD), Meghalaya, Shillong as under:

**ENVELOPE – ‘A’**

Shall contain crossed Demand Draft towards Earnest Money Deposit (EMD) in favour of PAO, AG (A&E), Meghalaya, Shillong.

**ENVELOPE – ‘B’**

Shall contain the tender document duly filled, complete in all respects and signed by the tenderer or his authorized signatory on each page, along with details such as name of tenderer, brand/model offered, etc. **(without rates)** and any other information that the tenderer would like to submit. **If this envelope contains rates, the tender shall be rejected.**

**ENVELOPE – ‘C’**

Shall contain the Technical Bid as per proforma in **Annexe - 3**

**ENVELOPE ‘D’**

Shall contain the Price Bid indicating rate for each item quoted as per proforma/format at **Annexe – 2** Rates quoted should be inclusive of all taxes and transportation charges. Rates quoted/offered will remain valid till 60 days from the date of opening the Price Bid.

12. All **four Envelopes** should be superscribed “**TENDER FOR S.I.T.C. OF ELECTRONIC AND ELECTRICAL APPLIANCES. – “\_\_\_” (A,B,C or D)**”, duly sealed and submitted in one big sealed cover duly superscribed “**TENDER FOR S.I.T.C. OF ELECTRONIC AND ELECTRICAL APPLIANCES’**”. The sealed envelopes should be deposited in the Tender Box provided for the purpose at RTI, Shillong.
13. Envelopes ‘A’, ‘B’ and ‘C’ will be opened on the time and date as given in the tender document. Envelope ‘D’ i.e. Price Bid of only those tenderers/bidders will be opened, whose items are approved/selected by the designated committee/competent authority and whose documents are found in order.
- Date and Time of opening Envelope ‘D’ will be decided later and communicated to the concerned tenderers/bidders.
14. The tender should be submitted latest by 1630 hours on or before 6<sup>th</sup> November 2015, at RTI, Shillong, which will be opened on 9<sup>th</sup> November 2015 at 1100 hours except Envelope ‘D’
15. Each page of the tender should be signed by the tenderer or his duly authorized signatory indicating name and designation.
16. It must be noted that this tender is **just an enquiry** and does not amount to any commitment on the part of RTI, Shillong to order any or all products offered. The decision of Principal Director, RTI, Shillong, in this regard would be final and be entirely at its discretion.

17. Issue of tender documents shall not constitute that the tenderer is automatically qualified.
18. Mere acceptance of tender shall not amount to binding contract and it is only upon placement of firm purchase order that a binding contract shall come into existence.
19. Warranty period for free replacement of defective items must be clearly spelt out.
20. Tender submitted without complete documents will be summarily rejected.
21. Principal Director, RTI, Shillong reserves the right to reject any or all tenders at any stage/time without assigning any reason.
22. It may be noted that these are only proposed **draft terms and conditions and can be modified/changed** or additional terms and conditions added to, at the time of finally signing the agreement.
23. In case of any difference arising in the terms and conditions of this tender document with the firm(s), the decision of Principal Director, RTI, Shillong will prevail.
24. Taking into account past performance of any tenderer / party, Principal Director, RTI, Shillong reserves the right to reject any tenderers / party.
25. Principal Director, RTI, Shillong is the accepting authority of the tender. In the matter of award of contract or otherwise the decision of the Principal Director will be final.
26. Even after accepting the tender, if information / facts submitted by the tenderer are found to be incorrect, misleading or false etc. RTI, Shillong reserves right to reject / disapprove any item(s) for the current/future supply or may impose penalties as deemed fit.
27. Successful tenderer is to submit an **affidavit** as at **Annexe - 4**, certifying the quality of items quoted with this tender to RTI, Shillong and accepting liability to pay penalty /damages, in case of any defect. RTI, Shillong may impose penalty as deemed fit and have the right to make recovery from security deposit or bills due.
28. The successful bidder will have to deposit Performance Security equal to 10% of the total value of the supply and also execute the work within 30 days from the date of placement of order. Performance Security may be furnished Account payee Demand Draft/Bank Guarantee of Nationalised Bank covering the entire period of warranty plus one month in the format given at **Annexe – 5**. If the firm fails to make the supply within the time frame, the contract can be cancelled and the Performance Security Deposit will be forfeited. The Performance Security Deposit will be released after completion of the contract to the satisfaction of the Institute i.e. after one month of expiry of warranty. Bid Security (EMD) will be refunded to successful bidder on receipt of Performance Security.
29. Tender should be submitted along with catalogue and other literature, if any, of the item(s) offered.
30. Payment Terms: 90% of payment of agreed price/cost shall be made against delivery and after fixtures and fitting are made functional to the satisfaction of the Competent Authority of the Institute. The final invoice will be processed and payment released within 30 days. Balance



10% payment shall be made after successful commissioning against Performance Security Deposit as mentioned at clause 28.

31. No advance payment will be made to the successful bidder.
32. This institute will not be responsible for expenses which might have been incurred or losses to person(s) or property by the successful tenderer during the execution of the supply order.
33. Principal Director, RTI, Shillong reserves right to **terminate** or summarily cancel the contract in whole or in part, any time without assigning any reason, if the supply made is found not according to the approved sample or supply is not made within stipulated time.
34. The offered Items should be as per specifications given in **Annexe – 1**.
35. Delivery period of the items should be within one month of receipt of the supply order. In case of delay in supply of ordered items. RTI, Shillong reserves right to impose penalty @ 0.5% per week of the value of supply order subject to a maximum of 10%.
36. In case of **non supply / short supply / supply of poor quality** of indented items/ material or any other complaints, RTI, Shillong reserves the right to reject or adjust extra liabilities from the Earnest Money/ pending bills or may take any other action as deemed fit.
37. In the event of any dispute or differences arising between the parties with regard to terms and conditions of this tender and subsequent agreement/ contract entered based on this tender and or with regard to the breach or interpretation thereof including any matter what so ever touching upon the terms and conditions of the said agreement/ contract whether in course or after its termination, the parties agree to settle the same at the first instance by mutual discussion/ consultation which would be conducted by the Principal Director, RTI, Shillong.
38. The items covered by the schedule of requirement shall carry minimum one year of comprehensive warranty from the date of acceptance of the items by this office. Warranty shall include free maintenance of the whole assembly supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 48 hours. The comprehensive warranty includes on-site warranty with fitting and fixtures. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging the replacement wherever necessary. This includes cost, insurance, freight, custom duty, octroi, local taxes if any, which shall be borne by the bidder.
39. In case of litigation, the courts at Shillong only will have jurisdiction for deciding case according to law in force.
40. **ESSENTIAL ELIGIBILITY CONDITIONS:**

**Tenders satisfying the following essential conditions will only be considered for further processing. In absence of the proof of following supportive documents the tender will not be considered.**

  - a) The tenderer has to attach an undertaking that no Government undertaking/organizations have blacklisted her/him for any reason.

- b) The tenderer should preferably be a Company/Firm must be registered in India.

**41. BIDDING PROCEDURE**

- (a) Bids are invited in two bid system, (1) Technical / pre-qualification bid and (2) Price bid.
- (b) No bids will be accepted after due date and time under any circumstances. This office will not be responsible for any postal / courier delay and also for reasons beyond the control of this office.
- (c) All the bids must be accompanied by an Earnest Money Deposit 2.5% of bid value in a form of **demand draft** issued by any nationalized bank **in favour of PAO, AG (A&E), Meghalaya**. First Technical Bids of all the tenders will be opened on pre scheduled date, time and venue. Technical Bids without EMD will be summarily rejected.
- (d) Price bid, of only successful Technical Bids, will be opened on pre scheduled date, time and venue.
- (e) All bids must be dropped at the reception of Admn. Block of RTI, Shillong.

**42. SUBMISSION OF BID**

- (i) The Technical Bid shall be opened on the date of opening of tender. The bidder should specifically provide full technical details of service offered and also shall provide full details of deviation they intend to make from the technical specifications and contract terms detailed in the bid. No price details shall be given in Technical Bid. Violation to this would result invalidation of tender.
- (ii) Price Bid must contain full details of the price and commercial conditions and discounts, if any. Any deviation from our standard conditions shall be specifically spelt out.
- (iii) All offers shall be made available in hard copies as specified in the technical specifications and should be signed by the authorized signatory of the firm on all the pages.
- (iv) All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
- (v) The bid should be submitted in the prescribed bid form (Annexe-2 and Annexe-3) of this document. All columns of the bid form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature must be enclosed.
- (vi) No bid may be modified subsequent to the deadline for submission.

**43. OPENING OF BIDS:**

- (a) RTI, Shillong will open the Technical bids at scheduled time, date and venue in the presence of the bidders representatives who chose to attend.
- (b) The bidder's representatives who will be present shall sign on the paper evidencing their attendance. In the event of the specific bid opening being day declared a holiday for the purchaser, the bid shall be opened at the same time and location on the next working day.

- (c) The firms which have submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second envelope i.e. "Price Bid (Commercial Bid)".

**44. CLARIFICATION OF BIDS:**

To assist the examination, evaluation and comparison of bids the Institute may constitute a Technical Evaluation Committee and may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

**45. EVALUATION OF BIDS:**

- (i) The Institute will examine the bids to determine whether they are complete, required EMD has been furnished and all relevant documents have been properly signed. Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specification and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial capability of the bidder to execute the work.
- (ii) The bids of individual items will be considered separately and purchase order shall be issued as per requirement.
- (iii) The Institute may examine the bids to determine:
- (a) The correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
- (b) The substantial responsiveness of each bid to the bidding: For purpose of these clauses, a substantially responsive bid is one, which conforms to all technical specifications and terms and conditions of the bidding documents without material or commercial deviations. The Institute's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**46. INSTITUTE'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

- (i) RTI, Shillong reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the Institute's action.
- (ii) The acceptance of tender, will rest with Principal Director, RTI, Shillong who does not bind himself/herself to accept the lowest bid and reserves the right to reject any or all the tenders received without the assignment of any reason. Bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- (iii) Canvassing in connection with tenders is illegal and strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.

**47. APPLICABLE LAW:**

The contract shall be interpreted in accordance with the laws of the Union of India and will be under the jurisdiction of Courts in Shillong.

**48. TAXES AND DUTIES:**

Successful bidder shall be entirely responsible for all Government taxes, duties, license, fees etc. incurred until delivery of the contracted services to the Institute. No tax or duty will be payable by the Institute unless specified by the vender in the price bid.

*depradhan*

Core Faculty (EDP)  
(RTI, Shillong)

**Annexe-1**

**REGIONAL TRAINING INSTITUTE (IA&AD), MEGHALAYA, SHILLONG  
SPECIFICATION AND ALLIED TECHNICAL DETAILS**

<b>Sl. No.</b>	<b>Name of the Item &amp; Specification</b>	<b>Qty</b>
1.	LED TV-26"	10
2.	LED TV-42"	1
3.	LED TV-55"	1
4.	Geysers 25 lts	14
5.	Instant Water Heaters 1 lt	2
6.	Hot and Cold Water Dispenser	5
7.	Bubble Top Water Dispenser	2
8.	Water Purifier (Kent)	1
9.	Micro Wave 21 lts	2
10.	Mini Refrigerator (Mini Bar) 55 lts	10
11.	Electric Kettle 1 lt	10
12.	Oil Heater 11 Fin with Fan	16
13.	Oil Heater 13 Fin with Fan	4
14.	Exhaust Fan (300 mm)	1

Annexe-2

**Tender for SITC of Electronic and Electrical Appliances at RTI, Shillong****(PRICE BID)**

(To be submitted on the letter head of the bidder and enclose in a separate envelope titled "PRICE BID")

**SCHEDULE: Last Date of receipt of Tender: 6<sup>th</sup> November 2015 at 4.30PM**

1. Name of the Tenderer/firm/company :
2. Name of the Proprietor/partner etc :
3. Address of the firm/company :
4. VAT/Sales Tax No. :
5. EMD Demand draft No. with date :
6. Amount of EMD :

I / we hereby submit our competitive rates quotation for supply and installation of Electric/Electronic Appliances as follows:

SI No	Item	Brand	Qty	Unit Rate	Total Cost for SITC (incl taxes)
1.	LED TV-26"		10		
2.	LED TV-42"		1		
3.	LED TV-55"		1		
4.	Geysers 25 Its		14		
5.	Instant Water Heaters 1 It		2		
6	Hot and Cold Water Dispenser		5		
7	Bubble Top Water Dispenser		2		
8.	Water Purifier (Kent)		1		
9.	Micro Wave 21 Its		2		
10.	Mini Refrigerator (Mini Bar) 55 Its		10		
11.	Electric Kettle 1 It		10		
12.	Oil Heater 11 Fin with Fan		16		
13.	Oil Heater 13 Fin with Fan		4		
14.	Exhaust Fan (300 mm)		1		

SIGNATURE.....  
NAME.....  
ADDRESS.....  
PHONE NO.....  
FAX NO.....  
EMAIL .....

SEAL

**Tender for SITC of Electronic and Electrical Appliances at RTI, Shillong**

**(TECHNICAL/PRE QUALIFICATION BID)**

(Please provide the following details along with documentary proof of the supporting documents as asked in eligibility criteria, without which the tender will not be considered. In case sufficient space is not available, use separate sheets)

**SCHEDULE: Last Date of Receipt of Tender:** 6<sup>th</sup> November 2015 at 4.30 PM

**Date & Time of Opening of Tender:** 9<sup>th</sup> November 2015 at 11AM

**(Technical/Pre-qualification bid only)**

1. Company Name & Address :
2. Is the EMD of 2.5% of bid value : Yes/No  
enclosed  
(If yes give details)  
D.D.No. \_\_\_\_\_ Dated \_\_\_\_\_
3. Company profile :
4. Sales Tax Regn. No. :
5. Service Tax Regn. No. :
6. Service Tax paid in the year 2014-2015 :
7. Income Tax PAN/TIN No. :
8. Total Income Tax paid in the year 2014-2015:
9. Company status (Prop./Pvt./Ltd.). :
10. Registration details in State/Central Govt. :
11. List of clients along with their contact names, :  
Telephone numbers and address (tender  
will not be considered without  
this information)
12. Are you authorized service provider :  
of any reputed Company  
(If yes, please give details and  
enclose copy of authorization)
13. Address of workshop :

14. Is your firm ISO certified : Yes/No  
(If yes, please enclose a  
copy of certification)
15. Has the firm ever been black listed : Yes/No  
by any Government undertaking/  
organization?
16. Any other information :

Certified that the above information is correct and the firm is willing to accept all the terms and conditions of the tender document.

SIGNATURE.....  
NAME.....  
ADDRESS.....  
PHONE NO.....  
FAX NO.....  
EMAIL.....  
SEAL.....



**Annexure-4**

**FORM OF AFFIDAVIT TO BE SUBMITTED BY SUCCESSFUL BIDDER/SUPPLIER FOR SUPPLY, INSTALLATION  
AND COMMISSION OF ELECTRONIC AND ELECTRICAL APPLIANCES ON JUDICIAL STAMP PAPER**

I \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ certify that the technical details, specifications, quality etc. of items quoted with this tender, to RTI, Shillong, are correct. I / we are liable to pay damages out of the security/ EMD in case of any discrepancy in this regard. Principal Director, RTI, Shillong may impose penalty as deemed fit & will have the right to make recovery from security/ EMD or make deduction from our bills due.

Signature of Tenderer

**Annexure-5**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

The Principal Director,  
Regional Training Institute,  
Shillong – 793001

WHEREAS.....(Name and address of the Supplier) (herein after called “the Supplier”) has undertaken, in pursuance of contract no.....dated.....(hereinafter called “the contract”) to supply.....

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled nationalized bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of .....(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the..... day of..... 20.....

.....  
(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal,name & address of the Bank and address of the Branch