

**TENDER FOR
SUPPLY, INSTALLATION AND COMMISSIONING OF
62.5 KVA DIESEL GENERATOR SET
INCLUSIVE OF ALTERNATOR AND AMF PANEL
WITH ACOUSTIC ENCLOSURE**

**TENDER NO: IMUV/2013-2014/DG/005
DATED 26th MARCH 2014**

**INDIAN MARITIME UNIVERSITY
VISAKHAPATNAM CAMPUS
GANDHIGRAM
VISAKHAPATNAM-530005
ANDHRA PRADESH**

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NOTICE INVITING TENDER

1. Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam invites Sealed Tenders for **Supply, installation and Commissioning of 62.5 KVA Diesel Generator Set inclusive of Alternator and AMF Panel with Acoustic Enclosure.**
2. The cost of the tender document is Rs.500 (Rupees Five hundred only) payable by way of Demand Draft on any Nationalised / Schedule Bank drawn in favour of Indian Maritime University, Visakhapatnam Campus, payable at Visakhapatnam. The tender enquiry document can also be downloaded from the website **www.nsdr.com**, in such case; the cost of the tender document shall be submitted along with the Tender.
3. Tenderers are advised to study the Tender Document carefully. Submission of Tender shall deem to have been done after careful study and examination of the Tender Document with full understanding of its implications.
4. Sealed Tenders prepared in accordance with the general conditions enumerated in this tender are required to be submitted to the Director, Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam-530005, not later than the date and time mentioned.
5. All tenders must be accompanied by Earnest Money Deposit (EMD) of Rs.35000 (Rupees Thirty Five Thousand only)
6. The Tender Document is not transferable.
7. Schedule for Invitation to Tender
 - a) **Name of the Purchaser**
Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visahapatnam-530 005
Andhra Pradesh
Phone: 0891-2578360-64
Fax : 0891-2577754
 - b) **Location where the DG Set to be supplies, Installed and Commissioned**
Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visahapatnam-530 005
Andhra Pradesh

c) **Addressee and Address at which Tenders are to be submitted**

Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visahapatnam-530 005
Andhra Pradesh

d) **Date from which the Tender document is issued**

From 26th March 2014 onwards on all working days till the due date of submission of the Sealed Tender

e) **Place of issue of the Tender Document**

Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visahapatnam-530 005
Andhra Pradesh

f) **Last Date for submission of the Tender**

On or before 1500 Hrs on 17th April 2014

g) **Place of submission of Tender**

Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visahapatnam-530 005
Andhra Pradesh

h) **Date of Opening of the Tender**

At 1600 Hrs on 17th April 2014

i) The Tender shall be valid for 90 days from the date of opening

7. Clarifications on the specifications, tender conditions etc, if any, will be clarified till submission of the tender. Any queries thereafter will be summarily rejected.

8. Sealed tenders shall be opened on the day and time as indicated in this document. Eligible tenderers should send letter of authorization with attested specimen signatures of their representatives deputed to attend at the time of

opening of tender. Representatives without such authorization are not permitted to be present for witness the opening of the tender.

9. Definitions used in the tender document

Tenderer: Refers to the Person or the Firm or the Company to whom the Tender is issued / Downloaded from the Website

Purchaser: Refers to Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam-530005

IMU: Refers to Indian Maritime University, Visakhapatnam Campus Gandhigram, Visakhapatnam.

Contract: Refers to the order placed on the successful tenderer including all attachments and annexes thereto and all documents incorporated by reference therein.

Contractor: Refers to the successful tenderer

Services: Refers to various services indicated in this Tender.

GENERAL CONDITIONS AND ELGIBILITY CRITERIA

1. The tender should be complete in all respects and if the tender is incomplete, the offer would be rejected. The tenderer shall sign and affix seal on all the pages of the tender document including its enclosures and attachments.
2. The tenderer is expected to study and understand whole of the tender document prior to preparation and submission of the bid.
3. The tenderer is advised to visit the site, if required, before submission of their quote. No claim shall be entertained later, on any such account.
4. The tender should be submitted in a sealed cover "Super scribing" on top of the cover as "**Tender for Supply, installation and Commissioning of 62.5 KVA Diesel Generator Set inclusive of Alternator and AMF Panel with Acoustic Enclosure**" and Tender Number and addressed to the "The Director, Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam-530005. The tenderer should also indicate the Name, Address and Telephone Number of his firm/agency on the cover.
6. The tender should quote for all the items specified in this tender document and if any of the tenderer fails to quote for any of the items, the tender will not be considered and rejected summarily.
7. The amount of Earnest Money Deposit is Rs.35000 (Rupees Thirty Five Thousand only) and shall be paid in the form of Demand Draft drawn on any Nationalised/Scheduled Bank drawn in favour of Indian Maritime University, Visakhapatnam Campus payable at Visakhapatnam. The Demand Draft should be submitted along with tender submitted and should not be sent separately. The Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) are exempted from payment of EMD subject to submission of valid NSIC registration certificate along with the Tender.
8. **Eligibility Criteria:**
 - 8.1 A well-established Manufacturer/Supplier of Diesel Generators.
 - 8.2 The tenderer must have minimum Three (3) Years of experience in the field of manufacturing, supply, installation and commissioning of the Diesel Generators.
 - 8.3 The tenderer should have been executed at least two orders of Supply, Installation and Commissioning of the Diesel Generator valuing more than Rs.10.00 Lakhs during each of the last three years i.e. 2010-2011, 2011-2012 and 2012-2013. Copies of the orders in support of the same shall be submitted along with the tender.

- 8.4 The tenderer should submit the copies of the following documents along with the tender or otherwise the tender shall summarily be rejected.
- i) Blank tender document duly signed and stamped on all the pages in token of acceptance of all the terms and conditions of the Tender Document.
 - ii) Copy of the PAN Card issued by Income Tax Authorities
 - iii) Copy of the Sales Tax/VAT Registration Certificate
 - iv) Copies of the Orders in respect of Supply, Installation and Commissioning of the Diesel Generator valuing more than Rs.10.00 Lakhs during each of the last three years i.e. 2010-2011, 2011-2012 and 2012-2013.
 - v) List of clientele and reference sites
9. The tenderers shall submit their tender as per the prescribed form of Bidders particulars as specified at **Annexure-1** to this tender document. The tenders shall quote their prices for the Equipment specified in this tender document in the **Price Schedule** specified at **Annexure-2** to this tender document
- 10 EMD of the tenderer shall be forfeited if -
- i) The tenderers are not willing to abide by the terms and conditions after submission of tender;
 - ii) The tenderers does not honour the clarifications required by IMU;
 - iii) Withdraws the tender enquiry before receipt of final acceptance;
 - iv) Fails to execute Bank Guarantee towards Performance Security as indicated in this tender within the stipulated time;
11. The Earnest Money Deposit (EMD) of the unsuccessful tenderer shall be refunded without any interest on finalisation and placement of the order with the successful tenderer.
12. The EMD of the successful tenderer shall be refunded on receipt and acceptance of the Bank Guarantee towards Performance Security. No interest will be allowed on the Earnest Money Deposit from the date of its receipt until it is refunded.
13. The successful tenderer on receipt of the Order shall furnish Security Deposit for 10% of the total value of the order (final accepted tender value) by way of unconditional irrevocable Bank Guarantee obtained from Nationalized/ Scheduled Bank in the form hereto annexed (**Annexure-3**) within 7 (Seven) days from the date of issue of the Order, failing which the Order may be cancelled. Under such event the Purchaser shall have the right to procure the items of this tender at his discretion. The Bank Guarantee shall remain valid for a period of Sixty days, beyond the date of completion of all obligations of the supply, including the warranty obligations.

14. The MSEs registered with NSIC are exempted from payment of Security Deposit up to their monetary limit as specified in their NSIC Certificate.
15. The Performance Security shall be refunded without any interest, whatsoever, after expiry of the validity period on successful completion of all such obligations under the Contract.
16. The work shall be carried out as per IE rules
17. The firm shall quote the rates inclusive of all taxes, duties and works contract tax etc.
18. Drawings to be submitted for battery charger and AMF panel.
19. All tests shall be performed in presence of the nominated Engineer in-charge of IMUV
20. The agency shall provide all labour, equipment and materials for the performance of the tests and shall not be paid any extra on that account.
21. Any accident / mis-happening occurred during the execution of the work shall be responsibility of the Contractor.

The following details shall be incorporated in the name plates and shall be displayed on the equipment at a prominent place.

22. For Engine:
 - a) Manufacturer's Monogram _____
 - b) Model No. _____ Sr.No. _____
 - c) Output _____ BHP at _____ RPM
 - d) S/O No. _____ year of supply _____
 - e) Consignee _____
21. For Generator:
 - a) Manufacturer's Monogram _____
 - b) Type No. _____ Sr. No. _____ Year _____
 - c) Output _____ kVA _____ P.F _____
 - d) Volts _____ V/ Phase _____ Hz _____
 - e) Class of Insulation _____
 - f) Excitation current and voltage at rated output _____
22. An instruction plate describing any special or important procedure to be followed while starting, operating and servicing of the equipment including the warning and cautions should be suitably placed so as to remain visible to the operator.

SCOPE OF SUPPLY

1. Specifications:

1.1 Generator Set Capacity 62.5 KVA at 0.8 P.F 415 volts, 50 Hz, AC 3 phase, 4 wire water cooled (or appropriate coolant) Diesel Engine Driven at 1,500 rpm with direction of rotation as per relevant IS.

1.1.1 It should be capable of giving rated output at NTP conditions.

1.1.2 A diesel generator is required for supporting 20 KVA UPS system, Lightings and 2 Nos. of 1.5 ton split A/c's at server room with the following specifications:

- a) 62.5 KVA capacity from a renowned company
- b) 3 phase 415 volts 0.8 p.f. 50 Hz
- c) All accessories included (Silencer, Anti-Vibration pads etc.)
- d) Acoustic Enclosure (FCRI or ARAI approved and certified enclosure with latest CPCB norms)
- e) Water cooled

1.1.3 Diesel Engine

Sl. No	Description	Details
01	Capacity	62.5 KVA/ 50 KW
02	Cooling	Water Cooled (Radiator)
03	RPM	1500
04	Type	Turbo Charger
05	Number of Cylinders	Four
06	Governor	Mechanical
07	Fuel	HSD
08	Starting System	12 Volts Electrical Starting System Complete with charging Alternator or Dynamo and Cut-out
09	Battery Capacity	As per standard Fitment
10	Battery Type	Lead Acid Type with electrolyte indicator
11	Fuel Tank Capacity	12 Hours Continuous Running at Full Load
12	Overload	10% Overload one hour for every 11 hours continuous running at full load
13	Governor Class	A1 or A2
14	Type of load for which the Genset is suitable	Inductive or Resistive. DG set is suitable for both
15	Conform	IS:10000 or BS 649 or BS 5514 series standards as applicable

1.1.4. The 62.5 KVA Diesel Engine shall be Water cooled as specified Turbo Charged, electric start developing required BHP at 1500 RPM with Class A-2 Governing for alternator to deliver specified continuous KVA output at 0.8 lagging of at NTP conditions. The Diesel engine should be capable of providing 10% overload for one hour for every 12 hours continuous running at full load. Diesel Generating set complete with diesel engine, alternator and AMF panel conforming to specifications. Diesel engine and alternator shall be close coupled or provided with flexible coupling and mounted on a base plate of robust construction. DG sets shall meet the requirements of environmental (protection) rules 1986 as laid down by Ministry of Environmental & Forests in respect of emission norms for the engine for supplies. The engine shall conform to IS: 10000 or BS649 or BS5514.

1.1.5 The diesel engine shall be complete with the following accessories:

- a) Fuel tank with capacity for 12 hrs continuous running at full load.
- b) Engine instrument panel consisting of starting switch with key, lube oil temperature and pressure gauges, RPM indicator and hour meter.
- c) Safety controls to shut down the engine in the event of Low lub oil pressure or high cylinder head temperature in case of air-cooled engines or high water temperature in case of water-cooled engines.
- d) Radiator in case of water-cooled engines.
- e) Exhaust silencer of residential type.
- f) 12V starting system complete with charging alternator or dynamo and cutout.
- g) Lead acid batteries of suitable ratings with connecting cables. The batteries shall be supplied in uncharged condition and shall conform to relevant IS specification.
- h) Standard set of tools and spares for maintenance comprising of 1 No. screw driver, 1 No. spanner and 1 set of fuel and lube oil filters.

1.1.6 Electronic Governor

- a) Air Cleaner
- b) Radiator with fan
- c) Fuel Pump
- d) Lube oil filter
- e) Diesel filter
- f) Residential type silencer
- g) Battery charging Alternator
- h) Electrical Starter Motor (12V)
- i) Engine Safety
- j) Low lube oil pressure
- k) High coolant temperature & Canopy temperature

- l) Low fuel level
- m) Radiator water level

1.2 Fuel Tank

Fuel tank with level indicator, fuel inlet and outlets, air vent, drain plug, inlet arrangement for direct filling and set of fuel hoses.

1.3 Alternator

Sl. No	Description	Details
01	Capacity	62.5 KVA/ 50 KW
02	Type of excitation and excitation Voltage (VG 1 Grade of Voltage Regulations)	As per respective manufacturer's design. Self Excited, Self Regulated (Brushless)
03	Rated Voltage	415 V (Suitable for 3 Ph 4 wire system) conforming BS 5000/ IS 4722
04	Speed	1500 RPM
05	Frequency	50 Hz
06	Power Factor	0.8 Lagging Conform to IS:13364
07	Rated Voltage Regulation	±5%
08	Enclosure	IP 23
09	Class of Insulation	H class

- 1.3.1 The alternator shall be self excited and self regulated of specified KVA rating in three phase at 415 V, 50 Hz, 1500 RPM and 0.8 of lagging power factor and shall conform to IS:13364 (part II) 1992. The alternators shall be of brush type or brush less type with VG Grade of voltage regulation. The alternators shall be screen protected drip proof with IP 21 degree of protection as per IS: 4691/85.

1.4 Engine & Alternator Make

Sl.No.	Engine Make	Alternator Make
01	Cummins "S" series	Stamford
02	Mahindra Powerol	Crompton Greaves
03	Kirloskar Set	Kirloskar
04	Ashok Leyland	Kirloskar

1.5 Base Frame

Sturdy, fabricated, welded construction, Iron base frame for mounting the Engine, Alternator and Acoustic enclosure.

1.6 AMF Panel

Sl. No	Description	Details
01	Voltmeter (AC)	0-600V with 3Phase selector switch (Class 1.5 Accuracy)
02	Ammeter (AC)	0-200A with selector switch
03	Mode selector for setting the panel	Auto-Manual-Test
04	ON & OFF Engine	Push button
05	HRC Fuses	Suitable ratings
06	Rectangular Aluminum Bus bars	One for each phase, neutral & for earthing of adequate ratings duly color coded with heat shrinkable PVC sleeves.
07	MCB's	02 Nos. (1 for DG & 1 for AC Mains)
08	Under Voltage Relay (UV)	For Mains
09	Timer	ON delay for load change over
10	Timer	ON delay for engine Shut Off
11	Frequency Meter	Digital type (Push Switch ON & OFF)
12	Pilot Lamp	For three phase
13	PF Meter	Digital Type (Push switch ON & OFF)
14	Battery Charger	Complete with voltage regulator, float or boost selector switch, ON & OFF switch
15	Meters	Voltmeter, Ammeter for charging the battery from mains. This will be fitted in addition to the battery charging alternator fitted on the engine
16	Energy Meter	Class-2, Suitable rating as per relevant IS specification for DG above 20 KVA
17	Indication Lamps (05 Nos)	Mains, Low voltage, Load on Mains, Set running, Load on Set, Battery Charger "ON"
18	Audio Visual Alarm	Low lube oil pressure, High water temperature, High cylinder head temperature, Start failure & DG O/L
19	Relay (8,13,16 & 18)	For UV for mains, PF digital meter, Energy meter, and for audio visual alarm

1.7 All the components in the control panel shall be properly mounted, duly wired and labeled. Suitable terminals are to be provided for panel incoming and outgoing connections.

1.8 The DG set will be housed in an Acoustic Enclosure.

2. Inspection

- 2.1 Supplier shall provide the test facilities for following tests in his works at the time of inspection
- 2.1.1 The DG set will be checked for alignment before subjecting it to load tests. Voltage regulation test at F/L, 75% & 50% load.
- 2.1.2 Full load test for 3 hrs at rated KW (KVA X 0.8 PF), at UPF.
- 2.1.3 10% overload test for 1 hr. after the full load test.
- 2.1.4 Insulation resistance test – The insulation resistance shall be measured with a DC voltage of about 500V applied for a sufficient time for the reading of the indicator to become steady.
- 2.1.5 The insulation resistance will be not less than 1 mega OHM if measured after the application of high voltage test.
- 2.1.6 Checking for the trouble free starting and oil leakages.
- 2.1.7 High voltage and insulation resistance test will be conducted on alternator as well as on control panel after the load test.
- 2.1.8 The control panel will be checked for functional requirement and specifications.

3 Technical Literature and Documents

- 3.1 One set of following literature for Indian Maritime University, Visakhapatnam Campus and one set with each Gen set / equipment for consignee shall be supplied along with the stores, if any, when offered for inspection.
- a) User Hand Book / Operations Hand Book (UHB) in defence format
 - b) List of special maintenance tools
 - c) Drawing of panel board, wiring arrangement / schematic diagram / circuit diagram.
 - d) List of all components used on the AMF panel along with the quantity, make /brand shall be furnished.

4. Manuals

- 4.1 The following Manuals shall be provided along with the equipment
- a) Operation and Maintenance Manual
 - b) Technical Manual
 - c) Parts List Manual

5. **Delivery**

- 5.1 The time of delivery is important and the successful tenderer must deliver, install and commission the Equipment within 30 days from the date of placing of firm order.
- 5.2 The supplier shall strictly adhere to the delivery schedule failing which penalty will be levied up to 0.5% of the order value for each day of delay.

6. **Inspection**

- 6.1 Inspections will be carried out during the manufacturing stage as well as on finished equipment before despatch from the supplier's premises by the official nominated by IMU.
- 6.2 The equipment shall be inspected on receipt of the same at site to check the performance and output of the equipment after the same is commissioned and before accepting the same by the official nominated by IMU.

7. **Payment terms:**

- 7.1.1 50% of the order value after Delivery of DG Set including Alternator and AMF Panel at site and Inspection; and
- 7.2 Balance 50% after Installation and Commissioning of the DG Set inclusive of Alternator and AMF Panel with Acoustic Enclosure.

8. **Warranty**

- 8.1 The supplier shall provide warranty for all the Equipment supplied against this tender for a period of Twenty Four Months from the date of Installation, Commissioning and Acceptance and a Warranty Certificate to that effect shall be issued.
- 8.2 In case the supplier fails to provide warranty services during the Warranty period, the costs for making good of the Equipment shall be recovered from the Performance Security.

After Sales Service

- 8.3 As a mandatory, Manufacturer should submit the details of the authorized local service centre's name and address to provide spares and services for the DG set and alternator after sales.

9. **General**

- 9.1 Transportation, Unloading, installation, civil foundation, earth stations and control cabling to the AMF panel shall be at your scope.
- 9.2 The work shall be carried out as per IE rules and CPCB
- 9.3 The work shall be supervised by qualified supervisors from contractor's side
- 9.4 Sample of all materials, accessories if any shall be got approved from Engineer in-charge before its actual use.
- 9.5 Any damage done to the building/equipment/installation during execution of work shall have to be made good by the contractor at his own cost and risk and restore the same to their original finish.
- 9.6 In making connections of switches, switchgears, and other terminals no strand of conductor by use of electrically copper conductor suitably insulated and or soldered shall be adopted.
- 9.7 While making the end connections of the wires, no strand shall be cut and termination of wire shall be done with necessary lugs and ferrules without any extra payment.
- 9.8 The contractor shall not tamper with any existing installations, including their switching operation or connections there to without approval from the Engineer-in-charge.
- 9.9 General workmanship is an essential requirement to be complied with. The entire work of manufacture/fabrication, assembly and installation shall be confirmed to sound engineering practice.

CONTENTS OF BID

1. Covering Letter containing
 - a) Tenderer Name and Address
 - b) Proof of Delegation to sign the tender document on behalf of the Firm/Company etc.,
 - c) Bid Validity
 - d) Confirmation to all clauses to the tender
 - e) Adherence to Prices quoted through the Contract period
2. EMD in the form of Demand Draft
3. Eligibility Criteria:
 - a) Bidder Particulars
 - b) Signed Copy of the Tender Document
 - c) Copies of Orders
 - d) Infrastructure Facilities
 - e) List of Clientele and reference sites
4. Specifications, Brochures, Model, Leaflets etc.
5. Price Schedule (**Annexure-2**)
6. Site Requirements

Place:

Date:

Signature of the Tenderer and with Seal

PRICE SCHEDULE

Sl. No	Description	Qty	Rate	Applicable Taxes	Total Amount with Taxes
1	Supply, Erection, Installation and Commissioning of Generator Set Capacity 62.5 KVA at 0.8 P.F 415 volts, 50 Hz, AC 3 phase, 4 wire water cooled (or appropriate coolant) Diesel Engine Driven at 1,500 rpm with direction of rotation as per relevant IS including Alternator and AMF Panel with Acoustic Enclosure	1			
	<u>Total (In Figures)</u>				
	<u>Total (In Words)</u>				

Place:

Date:

Signature of the Tenderer and with Seal

PRO-FORMA OF BANK GUARANTEE

Bank Guarantee No: _____

Date: _____

Valid up to _____

To

Indian Maritime University

Visakhapatnam Campus

Gandhigram

Visakhapatnam-530005

Dear Sir,

In consideration of Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam having its Registered Office at East Coast Road, Uthandi, Chennai-600119, Tamil Nadu (hereinafter referred to as "IMU") which expression shall mean and include its successors and assignees and having entered in to a Contract for Supply, installation and Commissioning of 62.5 KVA Diesel Generator Set inclusive of Alternator and AMF Panel with Acoustic Enclosure _____ to Visakhapatnam Campus of Indian Maritime University against Order No. _____ dated _____ herein after called "THE CONTRACT") which expression shall include all the amendments thereto with _____ having its registered office _____ (hereinafter referred to as "THE CONTRACTOR"), which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assignees and IMU having agreed that the CONTRACTOR shall furnish the IMU, a Bank Guarantee towards security deposit of Rs. _____ (Rupees _____ only) as per the terms of the Contract.

1. We, _____ Bank registered under the laws of India having its registered head office at _____, (hereinafter referred to as the Bank) which expression shall unless repugnant to the context of meaning thereof, include all its successors, administrators, executors and permitted assignees do hereby guarantee and undertake to pay immediately on first demand in writing and any/all monies to the extent of **Rs. _____ (Rupees _____ only)** without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by the IMU on the Bank by serving return notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute pending before any Court, Tribunal, Arbitrators or any other Authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that Guarantee herein contained shall be irrevocable and

- shall continue to be forceable until it is discharged by the IMU in writing. This guarantee shall not be determined, discharged or affected by liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operating against the Bank.
2. The Bank also agrees that the IMU of its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that IMU may have in relation to the Contractor's liabilities.
 3. We the _____ Bank, further agrees that the IMU 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 extent time of performance by the said CONTRACTOR from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IMU against the said Contractor and forebear 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 Contractor or for any forbearance, act or omission on the part of the IMU any indulgence by IMU to the said Contractor or any such matter or thing whatsoever which under the laws relating to the sureties would, but for this provision have effect of so relieving us.
 4. We, the _____ Bank further agrees that the guarantee herein contained shall remain in full force until _____ and all dues of the IMU under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the IMU discharges the guarantee in writing, whichever is earlier.
 5. This guarantee shall not be discharged by any change in our constitution, in the constitution of the IMU or that of the CONTRACTOR.
 6. The Bank confirms that this Guarantee has been issued with observance of the appropriate laws of the country of issue.
 7. The Bank also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Court of the place from where tenders have been invited.
 8. We further agree that as between us and IMU for the purpose of this Guarantee any notice given to us by the IMU that the money is payable by the CONTRACTOR and any amount claimed in such notice by the IMU shall be conclusive and binding on us notwithstanding any difference between the IMU and the CONTRACTOR or any dispute pending before any Court, Tribunal Arbitrator or any other authority. We further agree that this Guarantee shall not

be affected by any change in our constitution or that of the CONTRACTOR. We also undertake not to revoke this Guarantee during its currency.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to **Rs.** _____ **(Rupees only)** and Guarantee shall remain in force until _____.
10. We must receive any claim under this Guarantee before the expiry of this Bank Guarantee. If we have received no such claim by the said date, the rights of IMU under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the IMU's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs.** _____ **(Rupees only)**
2. This Bank guarantee shall be valid up to _____ and ;
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon as a written claim or demand on or before _____.

In witness where of the Bank through its authorised officer has set its hand and stamp on this _____ day of _____ at _____.

Authorised signatory of the Bank
(With Bank seal)

Date:

Place: