

**TENDER FOR
SUPPLY, INSTALLATION AND
COMMISSIONING OF
WORKSTATIONS**

**TENDER NO:
IMU (V)/2014-2015/WORKSTATIONS(RP016)/001
DATED 20-05-2014**

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

**Telephone-0891-2578360-64
Fax-0891-2577754
Email: it@nsdrc.res.in**

SECTION 1

NOTICE INVITING TENDER

- 1.1 Indian Maritime University, Visakhapatnam Campus invites sealed tenders from reputed Computer Hardware Suppliers for “**Supply, Installation and Commissioning of Workstations**”.
- 1.2 The Cost of Tender document is Rs.250-00 (Rupees Two Hundred and Fifty Only) payable by way of Demand Draft drawn on any Nationalized/Scheduled Bank in favour of Indian Maritime University, Visakhapatnam Campus Payable at Visakhapatnam. The tender document can also be downloaded from the web site www.nsdrc.com or www.nsdrc.res.in. In such case the cost of tender document shall be submitted along with the Tender.
- 1.3 Tenderers are advised to study the Tender Document (including all Sections, Schedules and Annexure etc) 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.
- 1.4 Sealed tender prepared in accordance with the conditions enumerated in **Section - 3** should be submitted to the **Director, Indian Maritime University - Visakhapatnam Campus Gandhigram, Visakhapatnam 530 005**, not later than the date and time mentioned, at the address given in this section.
- 1.5 The tender must be accompanied with Earnest Money Deposit (EMD) of **Rs.85000** (Rupee Eighty Five Thousand Only) through Demand Draft drawn on any Nationalized/Scheduled Bank favoring Indian Maritime University, Visakhapatnam Campus at Visakhapatnam. Tenders without EMD will be rejected.
- 1.6 This Tender Document is not transferable.
- 1.7 Schedule for Invitation to Tender
- a) **Name of the Purchaser**
- Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visakhapatnam-530005
Andhra Pradesh
Phone : 0891-2578360
Fax: 0891-2577754
- b) **Location where the Equipment to be supplied**
- Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visakhapatnam-530005
Andhra Pradesh

- c) **Addressee and Address at which Tenders are to be submitted**
Director
Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visakhapatnam-530005, Andhra Pradesh
- d) **Date of issue of Tender document**
From 20.05.2014 on all working days till the due date of submission of the Sealed Tender
- e) **Place of issue of Tender document**
Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visakhapatnam-530005, Andhra Pradesh
- f) **Last date for submission of Tender**
On or Before 1500 Hours of 11th June, 2014
- g) **Place of Submission of Tender (Technical and Price Bid)**
Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visakhapatnam-530005, Andhra Pradesh
- h) **Date of opening of Technical Bid**
At 1600 Hours on 11th June, 2014
- i) **Place of opening of Technical Bid**
Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visakhapatnam-530005, Andhra Pradesh
- j) **Validity of Tender**
90 days from the date of opening of the Technical Bid
- k) The date of opening of Price bid will be intimated to the technical qualified Tenderers after technical evaluation of the tenders
- l) **Date by which the supply to be completed**
Within 4 to 5 weeks from the date of placement of the Order

1.8 Pre-Bid meeting and Clarifications

- a) Pre-Bid meeting will be held at 1100 hours on 28th May 2014 at Indian Maritime University, Visakhapatnam Campus.
- b) The queries of the Tenderers will be discussed and suitable responses will be given at the time of the pre-bid meeting.
- c) Queries and IMU replies will be uploaded in the website [**www.nsdrc.res.in**](http://www.nsdrc.res.in) (or) [**www.nsdrc.com**](http://www.nsdrc.com) within one week from the date of pre-bid meeting.
- d) It is to be noted that no queries / requisition / clarifications will be entertained after the pre-bid meeting.
- e) At any time prior to the last date for receipt of the bids, IMU (V) may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Document by an amendment.
- f) The amendment will be notified by issuing a suitable corrigendum and will be uploaded on the website [**www.nsdrc.res.in**](http://www.nsdrc.res.in) (or) [**www.nsdrc.com**](http://www.nsdrc.com).
- g) In order to afford prospective Tenderers, reasonable time in which to take the amendment into account in preparing their bids, IMU (V) may or at its own discretion, extend the last date for receipt of bids.

SECTION 2
DEFINITIONS

- 2.1 Tenderer: Refers to the Person or the Firm or the Company to whom this Tender is issued.
- 2.2 IMU (V): Refers to Indian Maritime University, Visakhapatnam Campus.
- 2.3 Purchaser: Refers to Indian Maritime University, Visakhapatnam Campus.
- 2.4 Vendor / Contractor: Refers to the person or the firm or the Company with whom the order for the Supply of the Equipment is placed and shall be deemed to include the Vendor's/ Contractor's successors, their representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract. Also referred to as the successful Tenderer.
- 2.5 Goods: Refers to Hardware and Softwares covered under the scope of services to be provided by the Tenderer to the Purchaser under the Contract as indicated in this Tender.
- 2.6 Services: Refers to various Services indicated in this Tender and shall include services ancillary to the supply of the Goods, transportation, insurance and any other incidental services, such as warranty for a period of 3 years. Service as specified in this tender including the provision of technical assistance for integration of the supplied items and training and any other such obligations of the Tenderer as covered under the tender.
- 2.7 Items: Refers to all Goods and Services indicated in this Tender and shall include all accessories which are essential to meet the requirements specified.
- 2.8 Start Date: Refers the date on which the order is placed on the successful tenderer and accepted by the successful tenderer.
- 2.9 Acceptance/Completion Date: Refers to the date on which all the items along with accessories are supplied tested and acceptance of the Hardware by IMU (V).
- 2.10 The Warranty period: For all supplied items the Comprehensive warranty shall be available for **Three years** from date of successful commissioning of the Hardware.
- 2.11 RST, RSP: RST refers to Response Sheet Technical (RST) and RSP refers to Response Sheet Price (RSP)

SECTION 3

GENERAL CONDITIONS AND DIRECTIONS

- 3.1 Tenders in sealed cover shall be submitted as per the '**Schedule of Requirements**' given in **Section - 4** in this tender and in accordance with instructions to Tenderers i.e. as per general conditions and directions are to be submitted to The Director, Indian Maritime University, Visakhapatnam Campus.
- 3.2 Tenders must be sent in one sealed main cover containing **Cover - I** and **Cover - II** separately and the main cover shall be superscribed as "**Tender for Supply, Installation and Commissioning of Workstations**". All the covers shall be addressed to the Director, Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam-530005. Name and address of the Tenderer shall also be written on all cover.
- 3.3 The Tenderer shall clearly write on Cover-I as "**Technical Bid-Tender for Supply, Installation and Commissioning of Workstations**" and on Cover-II as "**Price Bid-Tender for Supply, Installation and Commissioning of Workstations**"
- 3.4 The "Contents of Technical Bid" is placed at **Annexure-1** and "Contents of Price Bid" is placed at **Annexure-2**.
- 3.5 On the date of opening of the Tender, the Main cover and Cover-I will be opened in the presence of Tenderers or their authorized representatives, who are present on the date of opening. The authorised representatives should submit the authorization letter or else will not be allowed to participate for the bid opening.
- 3.6 The Tenderer shall offer and quote for all items and services indicated in the Tender. Tender that do not cover all items shall be summarily rejected.
- 3.7 The Tenderer should enclose in the full details of the items offered with full documentation, descriptive literature/leaflets supplementing the description to meet the specifications as indicated in the tender. Models and Brands offered shall be clearly indicated including all accessories. All documentation required is to be in English Language. The Tenderer shall clearly indicate OEM part/identification numbers for all the Hardware and services supplied inclusive of warranty.
- 3.8 The Tender should be complete in all respects and if the Tender is incomplete the offer may be rejected.
- 3.9 The Tenderer shall sign and affix stamp on all pages of the tender documents and a person, holding a power of attorney authorizing him to do so, shall make such signature. The letter of authorization is to be enclosed along with the covering letter of the technical and price bids.
- 3.10 The Tenderer shall offer the items specified in the Tender document, as the sole agency
- 3.11 The amount of Earnest Money Deposit is Rs.85000-00 (Rupees Eighty Five Thousand only) and shall deposit in the form of Demand Draft drawn on any Nationalized / Scheduled Bank in favour of Indian Maritime University, Visakhapatnam Campus payable at Visakhapatnam. The Demand Draft should be enclosed to the Technical Bid and should not be sent separately.

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- 3.12 The Earnest Money Deposit of the unsuccessful Tenderer will be refunded without any interest on issue of Letter of Intent on the successful Tenderer. The EMD for the successful Tenderer shall be refunded on submission of Security Deposit equivalent to 10% of the order value in the form of Bank Guarantee.
- 3.13 All the taxes and duties, etc., applicable shall be indicated clearly in the bid.
- 3.14 The offers that contain the prices in the technical bid will be invalid and such Tenders will be summarily rejected.
- 3.15 The prices quoted should be on Indian Rupee basis and should include the base price (inclusive of freight, forwarding, Insurance coverage till acceptance and delivery at IMU (V), testing and training along with applicable taxes and duties. The taxes and duties, if any, shall be indicated clearly in the Tender and the same shall be taken into account to arrive at the total price for delivery at IMU (V). IMU (V) does not bind itself to accept claims for extra payment for items not included in the Tender. Any revision in Statutory levies during the period between placement of Order and successful commissioning of the equipment would be paid by IMU (V) on receiving documentary evidence for such revisions against the information furnished in the Tender.
- 3.16 The Tenderer shall abide by the specifications and terms and conditions as mentioned in this tender.
- 3.17 Specifications given in the tender are minimum required.
- 3.18 EMD of the Tenderer would be forfeited if –
- (a) The tenderer is not willing to abide by the terms of conditions after submission of tender.
 - (b) The tenderer does not honour the clarifications provided to IMU (V).
 - (c) Withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of its tender before receipt of final acceptance.
 - (d) Fails to submit Bank Guarantee as indicated in this tender within the stipulated time. (This is applicable to tenderer whose tender has been accepted)
- 3.19 Tenders will be opened on the date and time as indicated in this document. Eligible Tenderer as above should send letter of authorization with attested specimen signature of their representative who are deputed to attend at the time of opening of Tenders. Representative without such authorization letters may not be permitted to be present to witness the opening. Only one person is authorized to attend on behalf of each Tenderer for Bid Opening.
- 3.20 Offers received through Fax/E-Mail will be treated as defective, invalid and rejected.
- 3.21 Only detailed complete offers received prior to closing time and date of the Tenders will be taken as valid.

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3.22 Eligibility Criteria for Tenders

- 3.22.1 The Tenderer should be an OEM / Authorized Dealer of the offered Workstations. Tenderer should be an OEM authorized dealer for the last Three Financial years i.e. 2011-2012, 2012-2013 and 2013-2014. Copies of the Work Orders shall be submitted in proof of the same.
- 3.22.2 The Tenderer should be a registered Firm in India and should be registered under the CST and/or have the sales tax registration in the state where the firm has its registered office or a statutory body by the Central/State Government.
- 3.22.3 The Bidder should have undertaken at least three Supply, Installation and Commissioning of Workstations in the last Three years (2011-2012, 2012-2013 and 2013-2014) in Government organizations/ PSU's/ Universities (Central/state/deemed). **(RST-02)**
- 3.22.4 The Tenderer should have annual turnover of Rs.50-00 Lakhs in each of the last three Financial Years (2010-2011, 2011-2012 and 2012-2013). Copies of Audited Balance Sheet and Profit and Loss Account for the last three Financial Years 2010-11, 2011-12 and 2012-13 should be attached with the technical bid of the tender **(RST - 04)**
- 3.23 The Tenderer shall furnish a clear methodology in meeting various requirements of this tender including Supply of Hardware and Software's, Acceptance Testing and Comprehensive Warranty support.
- 3.24 The bidder should have an office in Visakhapatnam with operational help desk facility for call logging, assigning/allocation of necessary resources and escalation etc.,
- 3.25 The successful Bidder is fully responsible for the work carried out and subcontracting the same is not permitted.
- 3.26 **Placement of Order:**
- 3.26.1 After evaluation and finalization of bids received, IMU (V) would place the Order on the successful Tenderer. The tender will be awarded to the tenderer who is technically qualified and whose value is the lowest.
- 3.26.2 The date on which the order is placed on the successful tenderer and accepted and accepted by the successful tenderer would be treated as the start date. Prior to issue of the Order, IMU (V) reserves the right to include/modify/exclude specific terms and conditions of Tender.
- 3.26.3 IMU (V) reserves right to modify the terms and conditions to the Order, so as to meet contingency situations, which can arise from time to time. Such modifications would be discussed and agreed upon by the successful Tenderer taking into consideration the cost, time and other implications. After finalization of modification, the Order may be suitably amended, if required.
- 3.26.4 IMU (V) reserves right to change quantities or withdraw some of the items from bill of materials before issuing the order.

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3.26.5 IMU (V) reserves the right to amend any of the requirements, terms and conditions of this Tender.

3.27 **Terms of Payment**

3.27.1 50% of the Order value after delivery at site and inspection

3.27.2 Balance 50% after Installation, Commissioning, Integration, acceptance and migration of data against submission of Bank Guarantee as per the pro-forma attached in **Annexure-3** for 10% of the Order Value towards Security Deposit / Performance

3.27.3 The Bank Guarantee remains valid for a period of Three Years and 60 days beyond the date of completion of all obligation of the Supplier including warranty obligations from the date of acceptance.

3.27.4 No Advance payment will be given

SECTION-4
SCHEDULE OF MINIMUM REQUIREMENTS

4.1 Scope of the Tender

- 4.1.1 Supply, Installation and Commissioning of Workstations
- 4.1.2 Providing Comprehensive Warranty support for all the goods under the scope of supply.
- 4.1.3 The bidder is required to deliver, install and commission the workstations within 4 (Four) Weeks from the date of placement of Purchase Order.
- 4.1.4 Warranty support services A comprehensive warranty for 3 Years from the date of acceptance for the supplied items shall be provided from the date of final acceptance by IMU (V).
- 4.1.5 IMU (V) has the right to change (increase / decrease / exclude) the quantities of any items in the tender. The successful bidder shall agree to supply the additional quantities for the same price and comprehensive warranty in the event the IMU places a repeat order for some of the items within next three months.

4.2 Technical Specifications:

4.2.1 Bills of Materials

Sl. No	Description	Qty
1	Workstations	2

4.2.2 Specifications for each Workstation

Sl. No	Component Description	Specification	Qty
1	CPU Processor	Intel Xeon Processor E5-2687 W v2 (Eight Core HT, 3.4 GHz Turbo, 25 MB L3 cash)	2
2	Memory	8 GB 1866MHz DDR3 ECC RDIMM	16
3	Hard Disk Drives	900 GB 2.5inch SAS (10,000 Rpm) Hard Drive	4
4	Storage Controller	Integrated LSI 2308 6Gb/s SAS Controller - SW RAID 0,1,5,10	1
5	Graphic Card	4 GB RAM NVIDIA Quadro K5000 (2DP-DVI and 4DVI-VGA adapter)	1
6	Optical Drive	8x Slim line DVD+/-RW Drive	1
7	Display	24" Wide Screen Monitor with LED Back Light	1
8	Mouse	Optical (Not Wireless), Scroll USB (3 buttons scroll)	1
9	Keyboard	Standard USB Keyboard (Not Wireless)	1
10	Cabinet	Tower	1
11	Network card	Integrated 10/100/1000	1
12	Operating System	Pre loaded Microsoft Windows 8.1 64 Bit	1
13	Warranty	3/3/3	1

CONTENTS OF TECHNICAL BID

1. Covering letter containing
 - a) Tenderer Name & Address
 - b) Letter of Authorization to sign the tender document on behalf of the Firm
 - c) Bid Validity
 - d) Confirmation to all clauses of the tender
 - e) Adherence to Prices Quoted throughout the tender

- 2 Demand Draft towards Cost of Tender Document in case the Tender is downloaded from the Website and Demand Draft towards Earnest Money Deposit (EMD).

- 3 Organization Profile **(RST-02)**

- 3 Eligibility Criteria
 - a) Tenderers Particulars **(RST-01)**
 - b) Supplier's Authorization form
 - c) Annual Turnover of last three Financial Years 2010-2011, 2011-2012 and 2012-2013 **(RST-04)**
(Copies of Audited Balance Sheet and Profit and Loss Account for the last three Financial Years 2010-11, 2011-12 and 2012-13 should be attached)
 - d) List of similar Orders executed in the last three years (2011-2012, 2012-2013 and 2013-2014) **(RST-03)**
 - f) Signed Copy of the Tender Document along with clarifications if any issued prior to last day of submission of Tender

- 5 Compliance Statement to specifications

- 6 Specifications, Brochures, Models Leaflets etc., of all the Hardware and Software supplied along with the OEM's Compliance

- 7 Items quoted by the Tenderer

- 8 Site requirements

- 9 Methodology including testing and acceptance

CONTENTS OF PRICE BID

1. Covering Letter containing:
 - a. Tenderer Name & Address
 - b. Bid validity
 - c. Letter of authorisation to sign the tender document on behalf of the Firm
 - d. Adherence to Prices quoted throughout the tender

2. Price Bid (**RSP-01**)

RST - 01

RESPONSE SHEET TO TECHNICAL BID

TENDERERS PARTICULARS FOR TENDER NO: _____

The Director
Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visakhapatnam - 530005

Sir,

Being duly authorized to represent and act on behalf of _____ hereinafter called "the Tenderer" and having visited the site and examined the Scope of work, Conditions of Contract, Specifications, Schedules and Bill of Quantities for the work of "Tender for Supply, Installation and Commissioning of Workstations"

1. I / We offer to execute Order in conformity with the said Conditions of tender, Schedule of requirements, Annexure (s) to the Tender.
2. Attached to this letter are copies of Original documents defining –
 - a) The Tenderer Legal Status
 - b) The Principal Place of Business
 - c) The place of incorporation or the place of registration
 - d) Delegation of power to the signatory to the tender
3. This Tender (under Cover-I and Cover-II) is made in the full understanding that contents of Cover-I will be subject to verification of all information submitted therein along with the tender and authorise IMU (V) to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this tender.
4. We understand that the Purchaser reserves the right to,
 - a) Amend the scope of tender
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
 - c) We agree that the Purchaser will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action.
5. The bid submitted by us is valid for a period of 90 days from _____

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6. Technical Support contact details

Name of the Responsible person for Technical support.	
Official Cell Phone No.	
Official Mail ID	
Official Address	

7. The undersigned declare that the statements made and the information provided in the fully completed Cover-I details are complete, true and correct in every detail.

Place :

Signature of the Tenderer with Seal

Date :

RST - 2

RESPONSE SHEET TO TECHNICAL BID

ORGANISATION PROFILE

Indicate briefly (1 page) about the organization

Place :

Date :

Signature of the Tenderer with Seal

RST-03

RESPONSE SHEET TO TECHNICAL BID

SIMILAR ORDERS EXECUTED IN THE LAST THREE YEARS

Sl. No.	Name of the Client	Nature of Job (Enclosed Purchase Orders and satisfactory completion certificates)	Value of Purchase Order	Date of Commencement	Date of Completion

Note: Supporting documents such as Purchase Orders/Work Orders/Contracts indicating scope of Work, items covered and value for the Years 2011-2012, 2012-2013 and 2013-2014

Place :

Date :

Signature of the Tenderer with Seal

RST-04

RESPONSE SHEET TO TECHNICAL BID

ANNUAL TURNOVER

Sl. No.	Financial Year	Annual Turnover In Rupees Lakhs
1	2010-2011	
2	2011-2012	
3	2012-2013	

Note: Copies of the Audited Balance Sheet and Profit and Loss Account for the last three Financial Years 2010-11, 2011-12 and 2012-13 should be attached

Place :

Date :

Signature of the Tenderer with Seal

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RSP-01

RESPONSE SHEET TO PRICE BID

PRICE BID

Sl. No	Component Description	Specification	Qty	Rate	All applicable Taxes and Duties in %	Amount of all applicable taxes (Both in Figure and in words)	Total Amount inclusive of all taxes and duties (Both in Figure and in words)
1	CPU Processor	Intel Xeon Processor E5-2687 W v2 (Eight Core HT, 3.4 GHz Turbo, 25 MB L3 cash)	2				
2	Storage Controller	Integrated LSI 2308 6Gb/s SAS Controller - SW RAID 0,1,5,10	1				
3	Graphic Card	4 GB RAM NVIDIA Quadro K5000 (2DP-DVI and 4DVI-VGA adapter)	1				
4	Optical Drive	8x Slim line DVD+/-RW Drive	1				
5	Display	24" Wide Screen Monitor with LED Back Light	1				
6	Mouse	Optical (Not Wireless), Scroll USB (3 buttons scroll)	1				
7	Keyboard	Standard USB Keyboard (Not Wireless)	1				
8	Cabinet	Tower	1				
9	Network card	Integrated 10/100/1000	1				
10	Operating System	Pre loaded Microsoft Windows 8.1 64 Bit	1				
11	Memory	8 GB 1866MHz DDR3 ECC RDIMM	16				
12	Hard Disk Drives	900 GB 2.5inch SAS (10,000 Rpm) Hard Drive	4				
13	Warranty	3/3/3 (care pack for additional 3 years)(on purchasing of this IMU will get 6 years OEM warranty)	1				
Total Amount in Figures							
Total Amount in Words							

Place :

Signature of the Bidder with Seal

Date :

FORM OF BANK GUARANTEE

Bank Guarantee No _____

Date _____
Valid up to _____

Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visakhapatnam - 530 005

Dear Sir,

In consideration of Indian Maritime University Visakhapatnam Campus , having its Office at Gandhigram, Visakhapatnam-530005, Andhra Pradesh (hereinafter referred to as "Purchaser") which expression shall mean and include its successors and assignees and having placed Order for _____ vide Purchase Order No. _____ dated _____ (hereinafter called "THE CONTRACT") which expression shall include all the amendments thereto with _____ having its Registered Office at _____ (hereinafter referred to as "THE TENDERER"), which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assignees and the purchaser having agreed that the TENDERER shall furnish the purchaser a Bank Guarantee for of ` _____ (Rupees _____ only) as per the terms of Contract.

2. We, _____ 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 ` _____ (Rupees _____ only) without any demur, reservation, contest or protest and/or without any reference to the TENDERER. Any such demand made by the purchaser 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 enforceable until it is discharged by the purchaser in writing. This guarantee shall not be determined, discharged or affected by liquidation, winding up, dissolution or insolvency of the Tenderer and shall remain valid, binding and operating against the Bank.

3. The Bank also agrees that the purchaser 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 TENDERER and notwithstanding any security or other guarantee that the purchaser may have in relation to the Tenderers liabilities.

4. The Bank, further agrees 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 extent time of performance by the said TENDERER

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from time to time or to postpone for any time or from time to time exercise of any of the powers vested in the purchaser against the said Tenderer 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 Tenderer or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said Tenderer 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.

5. The Bank further agrees that the guarantee herein contained shall remain in full force until _____ and all dues of the purchaser under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the purchaser discharges the guarantee in writing, whichever is earlier.

6. This guarantee shall not be discharged by any change in our constitution, in the constitution of the purchaser or that of the Tenderer.

7. The Bank confirms that this Guarantee has been issued with observance of the appropriate laws of the country of issue.

8. The Bank also agrees 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.

9. We further agree that as between us and the purchaser for the purpose of this Guarantee any notice given to us by the purchaser that the money is payable by the TENDERER and any amount claimed in such notice by the purchaser shall be conclusive and binding on us notwithstanding any difference between the purchaser and the TENDERER 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 TENDERER. We also undertake not to revoke this Guarantee during its currency.

10. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. _____ (Rupees _____ only) and Guarantee shall remain in force until _____.

11. 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 the purchaser under this Guarantee will cease. However, if such a claim has been received by us within the said date all the purchaser's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ Day of _____ 2014 at _____

Date _____
Place _____

Authorized Signatory of the Bank
(Bank Seal)

Witness No.1

Witness No.2