

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER
No: RFRI/Laboratory upgradation/2014-15

<p>निविदा दस्तावेज TENDER DOCUMENT.</p>	<p>2015-16.</p>
<p> वर्षा वन अनुसंधान संस्थान भारतीय वानिकी अनुसंधान एवं शिक्षा परिषद् (पर्यावरण एवं वन मंत्रालय, भारत सरकार के अधीन एक स्वायत्त परिषद्) पोस्ट बॉक्स नं. 136, जोरहाट – 785001, असम। RAIN FOREST RESEARCH INSTITUTE <i>Indian Council of Forestry Research & Education</i> (An Autonomous body of Ministry of Environment & Forests, Govt. of India) Post Box No. 136, Jorhat- 785001, Assam</p>	<p>पम्प एवं ओवन हेतु निविदा</p> <p>TENDER FOR (1) Open well Submerge pump vertical monoblock dewatering pump 503ND, KSB make & (2) OTG (Oven Toaster Griller)</p>
<p>निविदा दस्तावेज की लागत Rs .250.00/- (अप्रतिदेय एवं अहस्तांतरणीय) COST OF TENDER DOCUMENT: Rs 250.00/- (NON-REFUNDABLE & NON-TRANSFERABLE)</p>	

वर्षा वन अनुसंधान संस्थान
भारतीय वानिकी अनुसंधान एवं शिक्षा परिषद्
(पर्यावरण एवं वन मंत्रालय, भारत सरकार के अधीन एक स्वायत्त परिषद्)
पोस्ट बॉक्स नं. 136, जोरहाट – 785001, असम।

RAIN FOREST RESEARCH INSTITUTE
Indian Council of Forestry Research & Education
(An Autonomous body of Ministry of Environment & Forests, Govt. of India)
Post Box No. 136, Jorhat- 785001, Assam

Telephones: 0376-2305116.

COST OF TENDER : Rs 250.00
TENDER REFERENCE : RFRI/Pump-OTG /2015-16.
DATE OF SALE OF TENDER DOCUMENT : 13/04/2015 10 AM onwards.
LAST DATE FOR RECEIPT OF TENDER : 21/04/2015
TIME AND DATE OF OPENING OF TENDER : 22/04/2015

ADDRESS FOR COMMUNICATION : **DIRECTOR**
RAIN FOREST RESEARCH INSTITUTE
Post Box 136. P.O: JORHAT,
JORHAT-785 001, ASSAM.
TENDER BOX AVILABLE AT : **STORE SECTION, RFRI.**

(Please Note: RFRI will not be responsible for any postal delay.)

CONTENT OF TENDER DOCUMENT.

THIS DOCUMENT INCLUDES THE FOLLOWING CHAPTERS:-

1. Notice Inviting Tender. (Chapter-1)
2. Criteria and Bid proposals. (Chapter-2)
3. Terms and Conditions. (Chapter 3)
4. Description of the items and specifications. (Chapter 4)
5. Financial Bid format. (Chapter 5)
6. Agreement. (Chapter 6)
7. Format for Bank Guarantee. (Chapter 7)

Sl. No:

Issued to:

M/s

Coordinator (Facilities).
Rain Forest Research Institute
Jorhat, Assam.

NOTICE INVITING TENDER

Director, Rain Forest Research Institute, Jorhat, Assam is inviting sealed tenders from eligible firms for supplying (1) Open well Submerge pump vertical monoblock dewatering pump 503ND, KSB make & (2) OTG (Oven Toaster Griller) for 2015-16. The details of tender are as follows:-

Cost of Tender:	Rs .250.00
Tender reference:	RFRI/Pump-OTG/2015-16.
Date of sale of tender document:	13/04/2015 onwards
Last date for receipt of tender	21/04/2015
Time and date of opening of tender	22/04/2015
Address for communications:	DIRECTOR RAIN FOREST RESEARCH INSTITUTE, Post Box 136. P.O: JORHAT, JORHAT-785 001, ASSAM. STORE SECTION, RFRI.
Tender box available at: -	0376-2305116, 0376-2305242 (Store section)
Telephone:-	

The document can also be downloaded from our website:

www.icfre.org (under option Tender)

NOTE:

RFRI, JORHAT SHALL NOT BE HELD RESPONSIBLE FOR LOSS/DELAY
IN RECEIVING TENDER OR FOR ANY ACT BEYOND THE CONTROL OF
RFRI.

Published by Coordinator (F), RFRI, Jorhat on behalf of Director, RFRI.

GENERAL INFORMATION TO BIDDERS.

The original TENDER Document must be submitted along with the other documents as asked for with signatures wherever asked for. A complete set of Tender document can be purchased by eligible firms from Coordinator (Facilities), RFRI at a cost of Rs. 250/- (non-refundable) by depositing the amount with cashier, RFRI, in all working days during working hours. The firms downloading tender document from the website, www.icfre.org, under option TENDER, must attach a Demand draft in original for Rs 250/- from any commercial bank towards cost of the document in favour of Director, Rain Forest Research Institute, Jorhat, Assam, payable at Jorhat.

The tender document is not transferable. Demand Drafts must be drawn in favour of the Director, Rain Forest Research Institute, Jorhat, payable at Jorhat. Tender should reach this office not later than 5 PM in sealed cover. Tender box will be available with the Store Section, RFRI. The EMD shall have to be valid for 90 days beyond the validity of the rate quoted in the tender.

Tender will be opened at 10.30 AM on 22/04/2015 in the presence of representative (s) of the tenderers if any. If the office happens to be closed or else on the last date of receipt of tenders or opening of tenders as specified, the tender will be received/opened on the next working day of the office at the same venue and time. The Director, RFRI, Jorhat reserves the right to increase or decrease quantity of any item or reject any or all tender without assigning any reason thereof.

This tender Document contains **12** pages. The end of tender document is indicated by "**End of Tender Document**" marker. Tenderers should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. The Tenderers are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected.

Definitions:-

1. The "Purchaser" is the Director, Rain Forest Research Institute, Jorhat, Assam acting through the authority issuing the purchase order.
2. The "Supplier" is the party which contracts to supply goods and services. The term includes his employees and agents.
3. The 'Consignee' is the authority specified in the contract to whom supplies are to be delivered.
4. The 'Inspector' is the authority designated in the contract to assure the quality of the item contracted for.

Application:-

5. These standard conditions of contract shall apply to all contracts in process/ concluded by the Director RFRI, Jorhat, Assam or his representatives. The terms contained in the SCOC may be modified by the contract concluding authority to the extent stated in the tender or in the acceptance of tender.

Chapter -2 (ELIGIBILITY CRITERIA AND BID PROPOSALS.)

ELIGIBILITY CRITERIA.

The firms meeting the following Eligibility Criteria should only purchase / down load the tender documents by paying / attaching the tender document cost in the form of bank DD, as mentioned above. The firms / vendors must submit the following documents in an envelope marked in bold letters as “**Qualifying Documents & EMD & cost of tender document if down loaded.**”

1. The firms must possess an experience of at least five (05) years.
2. Proof of registration of firm with Directorate of Industries or equivalent. Proof of Sale Tax as well as VAT, PAN& TAN/TIN registration. (Enclose attested copies of the supportive documents.)
3. Income tax return for 13-14 of the firm.(Enclose attested copies of the supportive documents) (EMD is liable to be forfeited if wrong information is furnished).
4. Firms black listed by ICFRE or any of the Institutes under the control of ICFRE are barred from participating in this tender.

B) BID PROPOSALS:

This tender being a **Least Cost Method (LCM)**.

1. Qualifying Documents, Technical Proposal & EMD:

A separate envelop consist of EMD &/or cost of tender docs. in the form of bank DD from any nationalized bank payable at Jorhat, Assam in favour of DIRECTOR, RFRI in original & along with the following documents **super scribed** as above in bold letters in sealed condition should be submitted.

1. The firms must possess an experience of at least five (05) years, in the field of supply, support and maintenance of the same type of works. (Enclose attested copies of the supportive documents).

The following documents to be submitted along with the proposal:

- a. The original catalogues/brochures/drawings/photos should be as per the specifications of the items proposed for procurement. No Xerox or likewise copies should be attached. Deviation will lead to rejection of the proposal summarily & EMD will be forfeited.
- b. Users list with address & telephone nos. and supportive documents from the users for the satisfactory performance and after sales service.
- c. Information about suitably trained technical staff along with well established after sale service network nearer to Institution must be furnished. However, this will not have any preference in selecting vendors.
- d. On hand training proposal for the staff of the Institute at site, wherever applicable, must be furnished.
- e. All specifications should be certified and guaranteed for genuineness and that the quoted model of the equipment is latest/ updated version and not going to be obsolete in near future (Attested copies of supportive documents from the Principal to be enclosed).

- f. Availability of spares/ parts for next three to five years to be ensured (Attested copies of supportive documents from the Principal to be enclosed).
- g. In case of Proprietary items, a certificate from the manufacturer is **must** showing details of the item(s) with documentary proof as required under GFR
2. Proof of registration of firm with Directorate of Industries or equivalent. Proof of Sale Tax as well as VAT & PAN registration. (Enclose attested copies of the supportive documents.)
3. Income tax return for 13-14 of the firm. (Enclose attested copies of the supportive documents) (EMD is liable to be forfeited if wrong information is furnished).
4. EMD format (to be attached):

2. Financial Proposal.

Financial proposal must be submitted in the prescribed format (chapter 5).

B. SUBMISSION OF PROPOSAL.

Qualifying Documents, Technical Proposal & EMD should be sealed in a separate envelope and Financial Proposals in a separate envelope. Both these envelopes should then be sealed in another separate envelope. The proposals should be clearly distinguished by writing on the cover "Qualifying Documents, Technical Proposal & EMD", and "Financial Proposal". The outer envelope must be clearly marked "TENDER FOR (1) Open well Submerge pump vertical monoblock dewatering pump 503ND, KSB make & (2) OTG (Oven Toaster Griller), RFRI; 2015-16". All the pages of the tender document should be signed by the authorized person of the firm and put firm's seal.

The proposal must not contain interlineations or overwriting except as necessary to correct errors, in which case such corrections must be initialed by the person or persons signing the proposal. Complete proposal must be delivered on or before the stated time & date.

In absence of original catalogue and other literature the tender would be considered as invalid and summarily rejected.

C. PROPOSAL EVALUATION.

The proposal will be evaluated by an evaluation Committee duly constituted by the Director, RFRI, Jorhat. The evaluation of proposal by the committee will be done as follows:-

- a) Short listing of the Responsive firms on the basis of Technical terms and qualifying documents submitted.
- b) Least Cost Method (LCM) will be applied for selecting successful bidder.
- c) Negotiation with L-1, if required, will be undertaken as per the guidelines of CVC.

D. OPENING OF TENDER.

The tender will be opened on 22/04/2015 at 10.30 AM in the Conference hall of RFRI, Jorhat in presence of the representative of the tenderer if any. Representatives shall bring authenticated document for identity.

E. Declaration form.
(Information about tenderer/bidder)

1. Full Name of the Firm:
(In capital letters)
 2. Complete Address of the firm:
 3. (a) Telephone No.:
 - (b) Fax No.:
 4. Is the firm sole proprietary/Partnership/Ltd. /Pvt. Ltd.
 5. Name of Proprietor or Partners/Directors.
 6. Brief description of work carried out by the firm in last five years with Name of clients, nature and value of work done for each. (Please attach extra sheet if necessary)
 7. Is the firm registered with any Government/Semi Government organization /PSU; if so furnishes details of registration.
 8. Has the firm been blacklisted by any organization, if so attach the details.
 9. Income Tax Account Number/PAN Number:
(Latest Income tax return to be attached with tender)
- I/wehereby certify that above mentioned particulars are true and correct.
- Place: _____
- Date: _____

SIGNATURE & STAMP OF THE TENDERER.

Chapter-3. (Terms & Conditions Governing this tender):-

The contract of offer will be subjected to the following terms and conditions:-

1. **The rate:-** The offer should be firm and the quote by the vendors shall have the validity for six months from the time of opening of this tender. The rate should be F.O.R. destination. In case of import being done by this institute, the FOB prices should be mentioned.
2. **Custom and Excise Duty:** - Please note that RFRI, Jorhat, Assam, under the administrative control of ICFRE, Dehradun, has Custom Duty Exemption and Excise Duty Exemption Certificate. This may be kept in consideration while quoting rates
3. **Price escalation will not be allowed.**
4. **Pricing:** - Format for financial bid should be strictly followed for quoting rates. The tenderer should quote on their printed letter-head paper, indicating thereon Sales Tax/ Trade Tax No., Registration No., Fax No., Telex No., Telephone No., E-mail, etc.
5. **Acceptance:-** The contract shall deem to have been concluded by the 'acceptance of tender' issued in the form of a purchase order. The acceptance may be communicated to the Supplier by fax or registered/speed post.
6. The Supplier is required to acknowledgement receipt of the acceptance **within 7 days**. However, non-acknowledgement on the part of the supplier does not affect the 'acceptance of tender' or the conclusion of contract. All communications by the Purchaser to the supplier will be deemed to have been made if sent by fax, telex or registered/speed post to the number or address furnished by the supplier.
7. The purchaser shall not be liable for any obligation, monetary or otherwise, that has not been expressly stated in the contract. The supplier shall deem to have indemnified the purchaser against all claims by third parties relating to the contract including but not limited to intellectual property rights.
8. **Late bid:-**No tender will be accepted if received late than the time specified in the notice.
9. **Extension of time limit:** - For delivery of stores **time will not be allowed under normal situations** but in case the vendor seek for time extension citing reasonable justifications, Director, RFRI may consider the request if given in writing.
10. **Payments:** Normal terms of payment will be 100% payment within 30 days after receipt and acceptance of goods in satisfactory working condition after installation. VAT will be deducted from source as per the existing guidelines of the GOI, and deposit challan will be issued /sent to the vendors.
11. **EMD:** The tender should accompany a DEMAND DRAFT as Earnest Money as per the table at page 6, drawn in favour of Director, RFRI, payable at Jorhat, which will be refunded without any interest, within 30 days if the offer is not accepted. In case the offer is accepted but not honored by the tenderer, the Earnest Money will be forfeited. The Earnest Money will also be forfeited if wrong information is given in the tender to influence the tender cost.
12. **The EMD** of the responsive bidder (L-1) including L-2 will be retained till finalization of the contract and issue of offer to L-1 bidder. The EMD of the L-1 bidder will be forfeited in case of any breach of contract terms.
13. **Documents to be submitted:** - Authenticated & attested copy of partnership deed in the case of partnership firm and of proprietorship affidavit in case a bidder is having proprietor firm & Memorandum of Article of association in case bidder is a Limited company. The declaration form supplied along with the tender documents duly filled in and completed in all respect. The tenderer should submit attested copy of the latest certificates from the principal regarding Dealership / Proprietary item with the tender documents. All original documents related to this contract can be asked to produce whenever required within a time frame.
14. **All the copies required to be submitted in this tender contract should be attested by a Gazetted officer or by self.**
15. The firms black listed by other govt. organizations should submit a list of such Organizations.
16. **The Equipment along with manual and free accessories / spares** is required to be delivered to the consignee/Store Officer concerned and the consignee will do inspection and verification of the goods. The payment will be made only if all the above criteria are full filled and a certificate of clearance (CC) received from the consignee/user.

17. **Two year on site comprehensive WARRANTY** for all the items to be given. Any item not conforming to the specification or delivered with defects or defaced marks need to be replaced within a week time at the supplier's cost.
18. **Performance Bank Guarantee**: - The supplier should submit a Performance Bank Guarantee or Performance security in the form of Bank Guarantee or FDR, favoring DIRECTOR, RFRI, JORHAT, @ 10% of ordered value from a nationalized bank in an acceptable form. PBG or Performance security should remain valid for a period of 24 months beyond the date of completion of all contractual obligations of the supplier including the warranty obligations. Details will be mentioned in the PO.
19. **Rejection & relaxation**: - Director, RFRI, Jorhat without assigning any reason thereof can reject any or all tenders. Further he reserves the right to relax any of these conditions in the interest of purchaser.
20. **Quantity**: - Director, RFRI, Jorhat reserves the right to increase or decrease quantity of any tendered items and the vendor shall have to complete the offer. Any differences in this regard can be settled mutually which will be recorded and transparent.
21. **Force majeure**: - None of the parties under this contract shall be responsible for any act of commissions or omissions arising out of situation beyond his control which otherwise includes Acts of God.
22. **Dispute Resolutions**: - All disputes, differences and questions arising out of or incidentals to this contract or in any way touching or concerning this contract or the subject matter thereof or the respective rights duties or liabilities of the parties in respect of this contract except the decision thereof wherein before otherwise expressly provided for shall be referred to the Arbitrator. The Arbitrator shall be appointed by the Director General, ICFRE, Dehradun and the decision of the Arbitrator shall be final and binding on both the parties. *The applicable Arbitration procedure will be as per **Indian Arbitration and Conciliation Act, 1996***
23. **Rejection & relaxation**: - Director, RFRI, Jorhat without assigning any reason thereof can reject any or all tenders. Further he reserves the right to relax any of these conditions in the interest of purchaser.
24. **Short closure or termination**: - The contract may be short closed or terminated, at the discretion of the purchaser, on the following grounds:
 - a. The supplier fails to deliver the item by the contracted delivery date.
 - b. Any of the information provided by the supplier is found to be untrue.
 - c. The supplier is found to have attempted to influence a person involved with the contract through unethical means.
 - d. Due to unforeseen administrative reasons. The Purchaser is not liable to make any payment towards any loss to vender (s) under these provisions.

ADDITIONAL SPECIAL CONDITIONS FOR TENDER DOCUMENT DOWN LOADED FROM WEBSITE.

- a) Tenderers may note that permitting of downloading of tender document is an added facility for convenience of Tenderer/s. RFRI, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, RFRI shall not be responsible in anyway. RFRI shall not be responsible for any direct/indirect loss of business/profit resulting from inability to use this facility.
- b) The Tenderer/s shall download & print the Tender document solely for bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
- c) The end of tender document is indicated by "**End of Tender Document**" marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
- d) The tender document downloaded from website though does not bear signature of RFRI authority shall have same authority as having directly purchased from RFRI office. Tenderers while submitting his offer must sign all pages of tender document.

- e) The downloaded and printed tender document along with the various other documents should be submitted as per details mentioned in tender document. The Tenderer should clearly write on main tender cover and also on the top of sealed cover "**Tender documents downloaded from website**".
- f) The Tenderers are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. **The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.**
- g) The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/deletion/tampering, whatsoever, in the downloaded documents. The Tenderer/s offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed even after award of contract, RFRI is liable to terminate the contract on contractor's default. In addition, RFRI reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. **After award of work, agreement, wherever necessary, will be prepared based on the master copy of tender document available in the RFRI office. In case, any discrepancy is noted in tender document submitted by Tenderer, the Master document kept with RFRI shall prevail and decision of DIRECTOR, RFRI thereon shall be final and binding on Tenderer/Contractor.**
- h) Tenderer/s shall print the tender document on good quality A4 size papers and printed document shall be clearly legible. The document shall be properly bound and page numbers shall be in serial order as mentioned in downloaded documents. The Tenderer/s shall not be reimbursed with the cost of stationery, printing and binding etc. Offer of Tenderer/s is liable to be rejected by RFRI, if tender document is not printed or bound as per above instructions. Further, Tenderer shall bear expenses of Internet connection and telephone charges, if any for downloading of tender document.
- i) The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document issued by RFRI through newspapers, website or E-mail or any other means and shall act accordingly. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web site and the same shall be taken into account while submitting the tender. Tenderer's offer is liable to be rejected if they have not enclosed all the corrections/corrigendum along with downloaded tender documents.
- j) The "Additional Conditions for Tender Document downloaded from Website" must be signed by the Tenderer and enclosed along with the Tender document failing which the tender is liable to be rejected.
- k) Tenderers may carefully note that their Purchase order or Contract Agreement, as the case may be, for this work is liable to be terminated at any time later, in case any of the information furnished by them is found to be untrue or any adverse points come to light subsequently. The decision of RFRI in this regard shall be final and binding.
- l) No Fax or E- mail tender document will be accepted by RFRI NOR will any reply to these affect be given by RFRI.
- m) The following declaration should be given by the Tenderer while submitting the Tender -:

Declaration

I/We have downloaded the tender document from the website <http://www.icfre.org> under tender option and I/We have not tampered/modified the tender forms in any manner. In case the document is found to be tampered / modified, I/We understand that my/our tender is liable to be rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with RFRI and/or prosecuted.

Signature of Tenderer
Firm's seal
Date.

-Sd-

A.K.Deka
 Coordinator (Facilities).

Chapter – 4:

LIST OF EQUIPMENT

Sl. No	Equipments	Quantity	EMD
1	Open well Submerge pump vertical monoblock dewatering pump 503ND, KSB make	01	5% of quoted price
2	OTG (Oven Toaster Griller) <u>Required specification condition:</u> Capacity: 35 Liters , Power Consumption: 1600 Watts, Keep Warm, Timers, Auto Thermostat Rotisserie (Motorised),Cooking Guide <u>Function other than Baking:</u> Toasting &Grilling, Roasting, Keep Warm <u>More Features:</u> Uniform Heating; Keep Warm Function, Crumb Tray.	01	5% of quoted price

Chapter – 5: Financial Bid Schedule.

(Format for quoting price bid in INR. Separate print may be used & attached with tender document)

Serial Number(s) of the item as per list at page 4.	Details of Item(s).	Cost Per Unit in Rs.	Discount in Rs.	Taxes, if any in Rs.	Total cost in figure and words. Rs.	Detail business term as per section 16 of T&C.
				VAT- ST -		

It is Certified that I/We am/are authorized to sign the bid for and on behalf of M/S.....

Witness: 1).....2).....

Address

Signature.
Name & Seal of the tenderer.

Chapter – 6: Agreement.

I/ We, the Supplier M/S ----- agree to accept the Terms and Conditions governing this Tender document and process thereafter in letter and spirit. It is Certified that I/We am/are authorized to sign this Agreement for and on behalf of M/S.....

Name & Seal of the tenderer.

Chapter – 7: Format for Bank Guarantee.

To
Director,
Rain Forest Research Institute,
P.O. Jorhat, P. Box No.: 136,
Jorhat-785001, Assam.

Your order No: _____ for the supply and delivery of _____ has been accepted by M/s _____.

In accordance with the terms of payment of the said order, we have agreed to pay the balance of 10% of the contract price of the supplier, furnishing you with an acceptable Performance Bank Guarantee for 10% of the total contract value, i.e. Rs. _____ for the due performance by the Supplier of all its contractual obligations and to be valid for a period of 24 months (as the case may be) for Supplier of all its contractual obligations **and** to be valid for a period of 24 months (as the case may be) from the date of bank guarantee for this purpose you have agreed to accept our guarantee.

In consideration thereof, we hereby guarantee payment of and undertake to pay Rs. _____ and remit to you on demand and without demur the sum of Rs. _____ being 10% of the total value of the contract on receipt of your intimation that the Supplier has committed a breach of contract in any of its contractual obligations.

This guarantee shall be valid for a period of 24 months from the date of Installation of the equipment in satisfactory condition or 27 months from the dispatch of the last lot of consignment whichever is earlier, and in any event shall expire on _____. You shall have the right to file/make your claim on us under the guarantee for a period of sixty days from the said date of expiry.

This guarantee shall not be revoked without your express consent and shall not be affected by your granting time or any other indulgence to the supplies or for any other reason whatsoever.

Notwithstanding anything, contained herein above our liability under this guarantee is restricted to Rs. _____ and this guarantee will remain in force up to and inclusive of _____ unless an action to enforce a claim under the guarantee is filed against us within sixty days from the date of expiry i.e. on or before _____, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Signatory Bank with Seal

END OF TENDER DOCUMENT