

**NOTICE INVITING TENDER FOR SUPPLY AND INSTALLATION OF  
LED TELEVISION FOR CENTRAL UNIVERSITY OF TAMIL NADU  
CAMPUS, THIRUVARUR**

**Tender No.48/2016-17  
Date of Issue: 16.03.2017  
Date of closing: 24.04.2017**



**Central University of Tamil Nadu  
Neelakudi Campus  
Thiruvārur-610 005**

## TENDER NOTICE

Central University of Tamil Nadu, Thiruvavur, Tamil Nadu (**herein after referred to as CUTN**) is a Central University established by an Act of Parliament, invites sealed tenders from reputed Original Manufacturers or their authorized agents/ dealers/ distributors for **the supply of THREE NUMBER of 42" Inch LED Full HD Television equivalent to the model of SONY, SAMSUNG, LG, ONIDA etc. along with DTH Digital TV service equivalent to the model of TATA SKY or SUN Direct etc., and stabilizer equivalent to the model of V-Guard, Premier etc., as per the detailed technical specification as per Annexure – I.**

### TERMS AND CONDITIONS FOR PURCHASE

#### **Eligibility:**

1. The Bidder must be an Original Equipment Manufacturer (OEM) or his Authorized Dealer/ Authorized Distributor/ Authorized Stockiest/ having a Direct Purchase and Support agreement with the OEM. In case, if the Bidder is a Dealer/ Distributor, A valid **LETTER OF AUTHORIZATION** from the Original Equipment Manufacturer for Dealership, Distributorship or for channel partnership must be attached in original, with technical bid, without which the offer will not be considered.

The following criteria will be applicable: The bidder should have executed (i) three similar works, each of value not less than 40% of the estimated cost put to tender or (ii) Two similar works, each of value not less than 50% of the estimated cost, or (iii) one similar work of value not less than 80% of the estimated cost, during the last 5 years ending on the last day of the month previous to the one in which the tenders are invited.

2. Annual turnover should be a minimum of Rs.7.50 Lakh during the last three financial years. Audited financial statements or financial statement showing turnover duly certified by a Chartered Accountant to be enclosed as proof of the same.
3. Registration with CST/VAT

**Technical Specifications** are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make the bidder eligible for consideration. The specifications mentioned in the quotation have to be supported with the printed catalogue/ leaflet / standard technical literature/ broacher for each of the item offered. Model quoted / tendered specifications should invariably be highlighted in the leaflet/literature for our easy reference.

**Rates:**

Rates Quoted items must be on **DOOR DELIVERY** Basis, which should be **inclusive** of all taxes, duties and levies. The break up may be given as given below:

Basic Price (+) Central Excise Duty (+) VAT/ CST, if any (+) Freight and Transport, if any (+) Installation and Commissioning Charge, if any (+) Any other charges, if any  
Grand Total on Door Delivery Basis at CUTN, Thiruvapur (i.e., F.O.R Destination basis)

- a) The price quoted shall be firm and fixed. The rate should be quoted both in figures and words.
- b) Where the equipment is composed of several items/ sub units / components, the rate should be clearly indicated for each of the item/ sub unit/ component.
- c) Prices of each of the additional, optional accessories should be indicated **SEPARATELY**. The spare parts/ wear & tear, consumables, if any required for trouble free operation of equipment shall be quoted separately giving full nomenclature, rate, quantity and shelf life of each item.
- d) All applicable taxes, duties etc., should be clearly and separately mentioned in the Price bid.
- e) Charges for additional warranty beyond the free warranty period should be quoted separately.

**Validity of the Offer:**

The offer should be valid for **180 days**.

**Genuine Pricing:**

The bidder has to ensure that the quoted price for CUTN is not more than the Price Offered to any other customer in India to whom this particular item has been sold, particularly to Central University/IITS/NITS or any other Government Institutions. Name and contact details of the educational institutes/ government organizations where the quoted item/ equipment has been supplied/ installed during the last three years should be attached with the Proforma for Technical Bid.

**EXEMPTION FROM EXCISE DUTY AND CUSTOMS DUTY:**

The CUTN is exempted from paying Central Excise Duty and eligible for Concessional Rate of Customs Duty. Wherever required/ applicable, we shall provide exemption certificate issued by Government of India to enable the vendor to clear the goods without payment of Excise Duty or Clearance of Imports at Concessional Rate of Customs Duty.

**PAYMENT TERMS FOR PURCHASES:**

- a) No advance payment will be made. No part payment will be made.

- b) Payment will be made, subject to the submission of Performance Bank Guarantee, full and final Payment will be made maximum within 30 days from the (a) date of delivery of the goods/ materials and acceptance of the same by the CUTN or (b) supply, installation and successful commissioning of the equipment.
- c) CUTN shall not be responsible for any loss, damages and shortage during transportation. Payment shall be made for materials received in good condition only.
- d) Payment will be generally through Electronics Transfer of Funds (EFT) system for which the successful bidder has to furnish the following information: Name of the bank with branch where the accounts exist, Bank Account Number, IFSC Code etc.,

**Warranty/ Guarantee:**

- a) Nature and maximum period of free warranty offered by the vendor should be clearly indicated.
- b) The equipment must be warranted against all manufacturing defects for a minimum Three years or as per standard warranty/ guarantee of the bidder, whichever is more from the date of satisfactory Supply, installation and commissioning.
- c) In case, a part thereof or the whole equipment is found defective the same will have to be rectified / replaced on free of charge basis without lapse of time.
- d) The equipment shall be unused, brand new, calibrated and supplied along with the calibration certificate. In addition to the quoting for the equipment, the bidders are also requested to quote separately, the charges for a period of 2 years Annual Maintenance Contract after expiry of FREE WARRANTY period. It may be noted that AMC charges shall be considered along with cost of equipment for the financial evaluation of the Tender.
- e) However, CUTN, Thiruvavur reserves the right to opt for AMC for maintenance of the equipment after the expiry of free warranty period.

**PERFORMANCE BANK GUARANTEE (PBG):**

- a) As Performance Security, the successful bidder shall furnish an unconditional Performance Bank Guarantee (PBG) from a Nationalized Bank or scheduled commercial bank for an amount equal to 10% of the Purchase order value within 15 days from the date of Purchase Order and it should be kept valid for a period of 60 days beyond the completion of the Warranty Period. The PBG, shall be furnished in the Format specified by CUTN in **Annexure-VI**.
- b) The PBG shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including the warranty obligation.

- c) More importantly, the PBG shall be sent by the Bank concerned directly to the Tender inviting Official at CUTN, Thiruvarur.

**Delivery Schedule:**

Unless otherwise specified, delivery of goods at CUTN will have to be made within 45 days from the date of receipt of the Purchase Order or as stipulated in the Purchase Order. All aspects of safe delivery shall be exclusive responsibility of the vendor. Part supply/ delivery is normally not acceptable, but may be allowed on genuine cases, on written request only. However, payment will be made only after full supply and installation. The acceptance of the equipment shall be based on (a) successful demonstration of the system (ii) satisfactory working of the equipment after successful commissioning as tested by concerned officer of CUTN, Thiruvarur.

**Liquidated Damages for delayed supply:**

If the successful bidder fails to perform the supply or supply, installation and commissioning, within the stipulated time then penalty at the rate of 1% per week subject to a maximum of 10% of the order value will be levied and deducted.

**Purchasers' Right:**

Notwithstanding anything specified in this tender document, The Registrar, CUTN, in his/her sole discretion, unconditionally and without assigning any reasons, reserve the rights (a) To accept or reject the lowest tender or any other tender or all the tenders, at any time prior to the award of the tender, without incurring any liability to the affected tenderer or tenderers (b) To accept any tender in full or in part (c) To reject the tender offer not confirming to the tender terms (d) To give purchase preference to Public Sector Undertaking wherever applicable as per Govt. Policy/ Guidelines.

**No enquiry shall be made by the bidder(s) during the course of evaluation of the tender** till final decision is conveyed to the successful bidder. However, the Purchase Committee or its authorized representative can make any enquiry/seek clarification from the bidders. In such a situation, the bidder shall extend full co-operation. Any effort by the bidder to influence the scrutiny / evaluation committee of CUTN or any of its members in the processing of tenders or award decisions may result in the rejection of the tender.

**Black listing:**

The bidder should not have been blacklisted or debarred from participating in tenders in any State/ Central Government agencies or autonomous bodies or Universities / Educational Institutions.

**Supervision of Erection and Commissioning:**

Successful bidder shall depute concerned specialist, for supervision of Erection and Commissioning of the machine to be carried out as and when necessary. It is specifically

instructed that the bidders will supply all the operating and service manuals and circuit diagrams along with the equipment.

**Arbitration:**

Dispute, if any, arising out of the supply of the Items shall be settled by Arbitration by SOLE Arbitrator to be nominated by the Registrar, CUTN as per the provisions of Indian Arbitration Act 1996. The Place of Arbitration shall be Thiruvarur, Tamil Nadu. The decision of the Arbitrator shall be final and binding on both the parties.

**Applicable law, Dispute and Jurisdiction :**

Legal disputes if any, in connection with this tender/ procurement/ contract, are subject to exclusive jurisdiction of Competent Court in Thiruvarur, (Tamil Nadu, India) ONLY.

**Force Majeure:**

Any delay due to Force Majeure will not be attributable to the Vendor.

**After sales service:**

The firms should indicate facilities available for after sales service, detailed address and contact number of their local representative in India without which their offers will liable to be ignored.

## TECHNICAL SPECIFICATIONS

### 42" inch LED Television (along with DTH-HD Dish Connection and Stabilizer) – 3 Nos.

Central University of Tamil Nadu, India is planning to buy 3 Nos. of LED Television ranging from 42" inch. Detailed specifications of the LED Television are given below. It is requested that models meeting these criteria be quoted along with their detailed specifications and capabilities.

1.	Make & Model of the Television	:	SONY/ SAMSUNG/ LG or Equivalent
2.	Size in Inch	:	42" Inch
4.	Display	:	LED
5.	Connection	:	HDMI, USB
6.	Resolution	:	1920 x 1080
7.	DTH-HD Dish Connection	:	Tata Sky, Sun Direct or Equivalent
8.	Stabilizer	:	V-Guard, Premier or Equivalent

*(These are minimum specifications for a guideline. Give full details and specifications of the system in your quote. Any variations **must** be highlighted)*

## TENDERING PROCESS

1. The tender document and terms and conditions can be downloaded from our website [www.cutn.ac.in](http://www.cutn.ac.in);
2. Through two separate Demand Drafts, the bidder is required to furnish Earnest Money Deposit (EMD) @2.5% on estimated value and that shall be interest free. The amount of EMD is mentioned at **Annexure-IV** and Cost of Tender Document (**500/-Rupees** in figure) and (Five Hundred Rupees in words).
3. Without EMD and Cost of Tender Document, the technical bid will not be opened and the tender will be rejected summarily.
4. The sealed tender should be submitted on or before **24.04.2017 at 3.00 P.M.**, through post or hand delivery and addressed to the Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur-610 005, Tamil Nadu.
5. At the first stage, the envelope containing EMD amount and Cost of Tender document will be opened and at the second stage the envelope containing Technical Bid will be opened on **24.04.2017 at 4.00 P.M** in the presence of the bidders or their authorized representatives, who choose to be present at the time of opening.
6. At the time opening of Tender opening, the name of those who have submitted their offers along with the details of their remittance of EMD and Cost of Tender Document will only be read out and no other information/ details whatsoever will be shared at this stage.
7. If in any case, unscheduled holiday occurs on prescribed closing/ opening date, the next working day shall be the prescribed date of closing/ opening.
8. At the third stage, price bid of the technically acceptable offers will be opened for further evaluation and ranking for award of the contract/ purchase order.
9. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
10. The Tender document consisting of Technical Bid, along with all annexures to the technical bid- (**Annexure II**) and Price Bid- (**Annexure III**) should be submitted in the Prescribed Format only.
11. The bidders are not allowed to make addition or alteration in the tender document.
12. Each and every page of the submitted bid shall carry the page numbers. (Including all supporting documents enclosed with the tender document) and the declaration for the same shall be submitted by the bidder as (**Annexure VII**).
13. All pages of the tender document shall be signed by the person or persons duly authorized to sign, on behalf of the bidder.
14. No paper / page shall be detached from the tender document. No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will not be accepted/ considered.
15. Printed condition at the back of the letter or bid from the tenderer will be ignored. If it is desired to apply any particular condition to tender, that must be clearly brought out in the body of the bid/ tender itself.



16. The CUTN shall not be responsible for any postal delay in receipt of the offer. Tender should be properly sealed.
17. The bidder shall ensure proper sealing of the covers containing tenders.
18. The offers submitted by telex/ telegram/ fax/ E-mail etc. shall not be accepted and will be summarily rejected.
19. The Vendor should stamp and sign on each page of the technical and price bid.
20. Offers should be clearly written or typed without any cutting or over writing. All cutting / over writing must be initialed and stamped.
21. Bidders must confirm the acceptance of all the terms and conditions of the tender.
22. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
23. The tender should be submitted through Registered Post or Speed Post or courier or through Hand delivery.
24. Any non-acceptance or deviations from the terms and conditions must be CLEARLY mentioned. However, bidder must note that any conditional offer or any deviation from the terms and conditions of this tender may render the bids liable for rejection.
25. **Earnest Money Deposit (EMD):** The Tenders/ Bids must be accompanied by Earnest Money Deposit. Tenders without EMD will not be entertained. The bidders who are registered with National Small Industries Corporation (NSIC) are exempted from EMD and tender. However, for claiming this exemption, the bidders MUST furnish an attested copy of the exemption certificate indicating Date of registration, date till registration is valid, whether registered for items for which tender has been submitted. The EMD shall be in the form of Demand Draft Drawn, in favour of **Central University of Tamil Nadu**, payable at **Thiruvarur**. The EMD may also be in the form of Bank Guarantee (**Annexure-V**). The EMD of all the unsuccessful bidders will be returned to them at the earliest after issue of purchase order. The EMD of successful bidder shall be returned on receipt of Performance Bank Guarantee. No interest will be payable by the CUTN on the EMD amount.

**SPECIAL INSTRUCTIONS TO THE BIDDERS**

**Procedure for sealing and marking of bids:** The Tender / Bid Cover shall contain the following:

- a) **FIRST** envelope should contain the Earnest Money Deposit and Cost of Tender Document. The envelope should be sealed and super scribed as “EMD COVER”
- b) **SECOND** envelope should contain the Technical Bid along with enclosures desired in the Tender document. This envelope should be sealed and super scribed as “TECHNICAL BID” Cover.
- c) **THIRD** envelope should contain the Price Bid. This envelope should be sealed and super scribed as “PRICE BID” Cover.
- d) All the above mentioned THREE SEPARATE ENVELOPS are to be sealed and kept in one single Larger size outer envelope (**FOURTH** envelope) which should also be sealed and super scribed.
- e) **Each of the FOUR ENVELOPS** shall be super scribed with following details:

Tender reference Number .....for supply of ..... Due date of tender .....and time ..... Name of the Tender Inviting Department CUTN ..... Name and Complete address of the Bidder .....
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- f) If all the THREE inner envelopes and the ONE outer envelope (i.e., larger envelope) are not sealed and marked as instructed, CUTN will assume no responsibility for the misplacement or opening of any of the envelope accidental.
- g) There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the envelope super scribed, “Technical Bid”, the bid document will be summarily rejected in the first instance itself. Any offer containing both the Technical bid and Price bids in the same envelop will also be out rightly rejected.

**TECHNICAL BID PROFORMA****PART-A****(Company Profile)**

1.	Name and address of the Supplier with Phone No. and E-Mail ID, if any	:	
2.	Registration Number and date of registration of company/cooperative/ agency, if any	:	
3.	Year of Establishment	:	
4.	Type of Organization (Whether proprietorship, partnership, Private Ltd. Company or Co-operative body etc. In case the applicant is a non-individual, Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case may be enclosed)		
5.	PAN Number (photocopy to be enclosed)		
6.	Service tax, Sales tax/VAT Regn. No. (Number & photocopy of certificates to be given)		
7.	Details of Fee Application Fee Rs.500/- DD/PO No. & date Drawn on Bank Details of EMD DD/PO No. & date Drawn on Bank	:	
8.	Length of Experience in the field	:	
9.	Experience in dealing with Central Educational Institutions/ Govt. Departments (Indicate the names of the Department and years of dealing with those Departments and attach copies of contracts order placed on the firms).		
10.	Annual Turnover (Rs. In Lakh) Audited financial statements of financial statement showing turnover duly certified by a Chartered Accountant should be furnished for the last three Assessment years.		2013-14 : 2014-15 : 2015-16 :
11.	<b>Service Support in India:</b> Track record of service provided to clients with supporting documents for past three years.		
11.	Additional information, if any (Attach separate sheet, if required)	:	

**Signature and Seal of the bidder**

**PART-B**

**(Items profile-To be filled by the bidder)**

The detailed description of the materials should be mentioned and duly signed in each page by the bidder.

1.	Make & Model of the Television	:	
2.	Country of origin	:	
3.	Size in Inch	:	
4.	Display	:	
5.	Connection	:	
6.	Resolution	:	
7.	DTH-HD Dish Connection	:	
8.	Stabilizer	:	
9.	Any other information (if any)	:	

**Signature of the Bidder**

**Date:**

**DECLARATION BY THE BIDDER**

1. It is hereby declared that I/ we the undersigned, have carefully read and understood the terms and conditions of the tender document and it is certified that all the terms and conditions of the tender are acceptable to me/ us and I/ we will abide by the conditions.
2. The information / documents furnished along with our technical bid are true and authentic to the best of my/ our knowledge and belief. I/ we hereby declare that our proposal is made in good faith, without collusion and fraud. No forged / tampered documents are produced with the tender form for gaining unlawful advantage. We understand that CUTN, Thiruvapur is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.
3. I/ We / am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
4. We understand that CUTN, Thiruvapur is not bound to accept the lowest or any bid that CUTN may receive.
5. Neither I/ We, nor anybody on my/ our behalf will indulge in any corrupt activities/ practices in my / our dealing with the CUTN, Thiruvapur.
6. Each page of the tender document and papers submitted by me/ us is authenticated, sealed and signed and I/ We take full responsibility for the entire documents. I/ We certify that the tender has been submitted in Official Tender Format only and no addition / modification / alteration has been made in the original tender document.

**Authorized signatory of Bidder with Seal**

**Name.....**

**Designation.....**

**PRICE BID PROFORMA**

1. The Price of the LED Television in the **Annexure-I** is to be given individually in the format mentioned below:

<b>Sl. No.</b>	<b>Name of the Equipment</b>	<b>No. of Units/ Sets</b>	<b>Cost per Unit/ Set</b>	<b>Total Cost (Inclusive of all taxes &amp; delivery/ Installation Charges)</b>
1	<b>42" Inch Television</b> with DTH HD Dish Connection and with Stabilizer (Specification as per Annexure-1)	3		
<b>Grand Total (Inclusive of all taxes) (In Figures) (In Words)</b>				

2. The Price quoted for LED Television must include all costs associated with packing, transportation, transit insurance, all duties and levies, delivery of materials, loading and unloading on **DOOR DELIVERY** basis to the university at Thiruvavur including its installation, commissioning, integration and validation.
3. The quote should include a warranty of **THREE** years from the date of commissioning/ installation of the LED Television.
4. Maximum educational discount as could be offered should be mentioned.

**Note: It is mandatory to indicate the full name, make / brand, model number, and detail specification of the items quoted (in addition, a brochure of product information may be attached along with).**

**Signature and seal of the bidder**

**PRICE BID PROFORMA**  
**QUOTATION BREAKUP**

<b>S. No</b>	<b>Name &amp; Description of Item</b>	<b>Qty.</b>	<b>Cost Per Unit (INR)</b>	<b>VAT/ CST</b>	<b>Transportation / Freight Charges upto University</b>	<b>Installation &amp; Commissioning Charges</b>	<b>Other charges if any</b>	<b>TOTAL</b>
1.	42" Inch Television with DTH HD Dish Connection and with Stabilizer (Specification as per Annexure-1)	3						
Grand Total (Inclusive of all taxes)(In Words)								

**Note:** This Proforma will be the part of Commercial Bid Proforma.

**Signature and seal of the bidder**

**Annexure-IV**

**List of Equipment to be supplied**

<b>Sl. No.</b>	<b>Name of Equipment</b>	<b>No. of Units.</b>	<b>Estimated Value (In Rs.)</b>	<b>EMD Amount (In Rs.)</b>
1	<b>42" Inch Television</b> with DTH HD Dish Connection and with Stabilizer	3	1,89,000	5,000



**MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas .....  
(hereinafter called the “tenderer”) has submitted their offer dated.....for  
the supply of .....  
(hereinafter called the “tender”) against the purchaser’s tender enquiry No.....  
..... KNOW ALL MEN by these presents that WE .....  
.....of ..... having our registered office at  
..... are bound unto  
..... (hereinafter called the “Purchaser) in the sum of  
..... for which payment will and truly to be made to the  
said Purchaser, the Bank binds itself, its successors and assigns by these presents.  
Sealed with the Common Seal of the said Bank this..... day of  
.....2017

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date

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

.....  
Name and designation of the officer

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

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

1. This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Central University of Tamil Nadu, Thiruvavur (hereinafter called "the Purchaser") of the other part.

2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of \_\_\_\_\_ (name of the equipment) (hereinafter called the contract) to \_\_\_\_\_ (hereinafter called the Supplier); (Name of the Supplier)

3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period).

7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall

extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.

9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.

10. The expressions "the Purchaser", "the Bank" and "the Supplier" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month & Year) being herewith duly authorized.  
For and on behalf of the \_\_\_\_\_ Bank.

**Signature of Authority**

Bank official Name: ..... Designation: .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

**Witness 1**

Signature .....

Name .....

Address .....

**Witness 2**

Signature .....

Name .....

Address .....

**Declaration**

We hereby undertake that there are \_\_\_\_\_ pages, serially numbered, in the submitted tender including the supporting documents.

**(Please number all the pages including blank page, if any)**

**Signature and seal of the bidder**