



BIHAR RAJYA BEEJ NIGAM LIMITED

Agriculture Farm Campus, Mithapur, Patna-800 001 (BIHAR)
Tele/Fax : 0612-2344396 Website : brbn.bih.nic.in E-mail : brbn.bih.mail@gmail.com

Tender Notice No. 03/2015 (Processing)

Sealed bid of tender in two bid system(Technical and Financial Bid) is invited from **Original Equipments Manufacturers (OEM) or their Authorized dealers** for supply of **Seed Drier, Automatic Weighing & bagging Machine with motorized Conveyor and Stitching facility, Fork Lifter, Belt conveyor and fumigation Cover.**

Bids, complete in all respect should reach in the Office of Chief of Processing, Bihar Rajya Beej Nigam Ltd, Mithapur Farm, Patna 800001 latest by **17:00** hours on **05.05.2015** The bids will be opened in the Office Chamber of the Chairperson of the Purchase Committee (Managing Director, Bihar Rajya Beej Nigam cum-Director Agril. Bihar, Patna (New Secretariat) at **15:30** hours on **06.05.2015** Bidders themselves or their representatives may attend the meeting.

NOTE:- Bid form, specification details and Terms and conditions may be obtained from the Registered Office, Mithapur Farm, Patna on payment of Rs. 1000/- (Non refundable) by means of cash or demand draft.
Or,
Bidder may download the tender documents from **website www.brbn.bih.nic.in** for this they have to enclose D.D of Rs. 1000/- with the Tender Documents in favour of Bihar Rajya Beej Nigam Ltd., Patna.

Chief of Processing



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Tender Notice No 03/2015 (Proc.)

Tender paper for **Seed Drier, Automatic Weighing and bagging Machine, Fork Lifter, Belt Conveyor and fumigation cover.**

M.R./DD No.....Dt.....Price Rs. 1000/- (Rupees One Thousand) only non-refundable.

Sold to.....
.....

Signature of Cashier

Note:

- 1 All Tenderers are requested to submit their sealed tender through registered post or by hand to the Chief of Processing, Bihar Rajya Beej Nigam Ltd., Agril Farm, Mithapur, Post-GPO, Patna.800001 up to **5:00 pm on 05.05.2015**
- 2 The tender document may be obtained from B.R.B.N. office Mithapur Farm Patna on all working days (Saturday and Sunday are holidays) between 9:30am to 6:00pm. Or Bidder may download the tender documents from **website www.brbn.bih.nic.in** for this they have to enclose D.D of Rs. 1000/- with the tender documents.
- 3 The Technical Bid will be opened at **3.30 pm on 06.05.2015** before the Director of Agriculture, Bihar-cum-Managing Director BRBN Ltd at 2nd floor, Vikash Bhawan, (New Secretariate), Bailey Road, Patna.

Terms And Conditions
Tender Notice No 03/2015 (Processing)

Sealed bid of tender in two bid system (Technical and Financial Bid) is invited from **Original Equipments Manufacturers (OEM) or their Authorized dealers only** for supply of **Seed Drier, Automatic Weighing and bagging Machine, Fork Lifter, Belt Conveyor and Fumigation cover.**

2. As per Bihar Financial Rules the tender should be submitted in two bid system (Technical & Financial bids) in separate envelope in prescribed Technical bid form-1, Financial bids form-2 as enclosed. The Technical Bid & Financial Bid should be **sealed under marked covers separately & put into a bigger envelope**, super-scribed as "Bid for supply of **Seed Drier, Fork Lifter** etc." addressed to the Chief of Processing, Bihar Rajya Beej Nigam Ltd, Mithapur Farm, Patna. The name & address of the bidder should also be written/ printed on the cover of the envelopes containing Technical & Financial Bids separately.
 - 2.1. Technical Bid should contain all the technical details along with proof of specification of the tendered items with **original** brochures & catalogue, ISO Registration Certificate, Earnest Money Deposit (EMD) & other supporting papers as applicable, except financial part of tendered item.
 - 2.2. Financial Bid should contain price of the quoted items in the prescribed format (Financial bids form 2) duly completed in all respect.
 - 2.3. Financial bid of only those bidder will be opened who will technically qualify according to specification as well as terms and condition.
3. Bidders are required to be registered in the Income Tax Department & in the Sales Tax Department of Concerned State also as per State Government norms
4. **Firms will have to deposit an Earnest Money Deposit (EMD) as mentioned below by means of Demand Draft in favour of "Bihar Rajya Beej Nigam Ltd." payable at Patna.**

Sl No	Name of the Instruments	Approx Requirement in Nos	EMD Amt in Rs
1	Seed Drier	3 Nos	1,20,000.00
2	Automatic Weighing and bagging Machine with motorized Conveyor and Stitching facility. (Composit Unit)	3 Nos	1,44,000.00
3	Fork Lifter	3 Nos	78,000.00
4	Belt Conveyor	18 Nos	2,16,000.00
5	Fumigation Cover	1 00 Nos	28,000.00

5. Except successful bidder the EMD will be returned to the concerned Firms after completion of the tender formalities.
6. As per Bihar Financial Rules, Performance Security Deposit (PSD) @ 5% of order Value of the contract will have to made within 7 days on receipt of the supply order to ensure due performance of the contract by the successful bidders, irrespective of its registration status etc.

After depositing the PSD the earnest money will be returned to the successful bidder. Performance Security Deposit will be refunded when contract period expires. If the goods supplied is/are not found satisfactory during the contract period expenses incurred for purchase of goods will be recovered from PSD or as the case, full deposit may be forfeited.

7. Successful bidder shall have to execute an agreement with the Nigam in the prescribed preforma within 7 days on receipt of supply order.
8. Only CE Certified product is accepted. the firm should ,have more than **5 crores** annual turnover except for item no.2 and 6 during **past 3 years**. i.e 2013-14, 2012-13 2011-12. For item no. 2 and six the firm should have more than 2 crores annual turnover during these mentioned year.
9. In case of item no 1,2, 3, 4 & 5 The firm must have CNC Facilities such as punching, Bending, Rolling etc. They should provide the authentic proof of having the same in technical Bid.
 - 9.1.The firm should have more than 10 years experience in the manufacturing of seed processing equipments.
 - 9.2.TLB (Tapper lock bushes) Pulleys should be used in all of the machines.
 - 9.3.Firm should have export supply experience of more than 5 years.
 - 9.4.Users list also to be attached with the offer.
 - 9.5.Physical verification of the manufacturing site may be done by BRBN authorities before opening the financial bid.
10. Firm should be able to provide maintenance service within 10days after receipt of complain. Successful bidder will submit an undertaking of this regard.
11. Tender must enclose Technical Brochure in original by the firm for the quoted brand items so that required specifications may be confirmed. F.O.R. Price inclusive of all taxes levis must be indicated clearly and separately in the Financial Bid Form.Validity of price shall be minimum 6 month from date of finalization of bid. **VAT @ 5% will be deducted from the bill of supplier for way bill/Road permit provided by B.R.B.N. Ltd.**
12. In case any information provided by the bidder is found ambiguous &/or false, the concerned tender is liable to be rejected.
13. **After guarantee/warranty period(minimum two year) , AMC support for minimum four yrs is also required on payment basis. Tenderers has to Mention year wise cost involvement and supportive paper in this regard issued by manufacturer.**
14. Validity of offered price will be for minimum six months from the date of tender finalization.
15. No separate request will be sent to the bidders to attend the meeting of the Tender Opening Committee.

TERMS OF PAYMENT

16. **90%** payment will be released within 15 days after successful & satisfactory installation, successful performance test and commission of consignment. Performance test will be conducted by the Supplier/Manufacturer before the technical committee constituted by Managing Director, Bihar Rajya Beej Nigam Ltd.

Balance **10%** payment will be made after satisfactory operation and running of the Instruments for one month.

17 **Delivery Date**

Materials, mentioned above are to be delivered within 30 to 45 days of supply order received otherwise offer/agreement may be treated as cancelled or subject to liquidated damages as the case may be.

18. The Managing Director reserves the right to accept/reject the tender without assigning any reason.
19. The Sealed tender complete in all respect will be received at the office of the Chief of Processing, Bihar Rajya Beej Nigam Ltd., Mithapur Farm, Patna -800001 latest by **17:00** hours on **05.05.2015**
20. Technical tenders will be opened at **15.30** hours on **06.05.15** in the official chamber of Managing Director Bihar Rajya Beej Nigam Ltd. Cum Director of Agriculture, Bihar, Vikash Bhawan (New Secretariat) Patna.
21. Bidders may remain present personally or may send representative during opening of tenders. Tenders will be opened even if no bidder or representative is present.
22. In case of any dispute, the jurisdiction will rest with Patna High Courts only.
23. Arbitrators : Managing Director of the Nigam or his nominees shall be the sole arbitrator and the arbitrator's decision shall be final and binding on both the parties.
24. Complete accessories must be disclosed with list by the supplier/Manufacturer with Tender Paper.
25. Detail specification of the machine must be enclosed separately with Tender Document.

Chief of Processing
Bihar Rajya Beej Nigam Ltd.
Bihar, Patna.

TECHNICAL SPECIFICATION OF SEED DRIER

Sl. No.	Particulars	Specification	Quantity
1	Capacity	4-5 Tons per batch	
2	Dryer Type	Indirect heating (batch type)	
3	Drying bin size	1900x6484mm(DxH) minimum	
4	Elevator	To feed the bin and also for re-circulating the material for homogenous drying	
5	Heat Exchanger	Must be suitably insulated to control the heat loss	
6	Drying bin	Holding capacity 5-6 tons per batch based on paddy	
7	Burner	Output of 100,000-1,80,000 K Cal/Hr.	
8	Centrifugal Fan	To generate 20000 CMH at 60-65mm WGP operated by 5-7.5 HP 440 V	
9	Accessories & Features	With motor, Oil burner, control panel fitted with highly sensitive thermostat, Chimney, Oil tank, automatic cut off, re-start application failure safety indicator & all standard features.	
10	Fuel consumption	2-4 ltr/hr.Diesel.	
11	Essential & Extra Accessories	Complete accessories must be disclosed with list by the supplier/Manufacturer with Tender Paper	
12	Specification	Detail specification of the machine must be enclosed separately with Tender Document.	

AUTOMATIC WEIGHING AND BAGGING MACHINE and Stitching Facility
(Composit Unit) (2-10 kg)

(a) WEIGHING SYSTEM WITH CONTROL PANEL

SPECIFICATIONS:

Weighing Range	:	2-10 kg
Accuracy	:	+ 0.5%
Display	:	7 Segment, 7 Digit LED display, Digit height 25 mm.
Output Speed	:	3-5 bags per min. (No. of bags/min depends upon the commodity being weighed, weight of bag and accuracy required solonied operated)
Bag	:	Open Mouth Type
UPS	:	1 KVA. (Machine can run on UPS for 30 min. in case of power failure)
Power Consumption	:	600 Watt. maximum.

(b) STORANGE BIN

Capacity : 1000-1500 kg

(c) Elevator with Electric Motor

Elevator Capacity	:	10-15 Ton/Hour
Type of Elevator	:	Centrifugal Discharge Belt Type
Material to be handled	:	Free flowing Granular Material
Discharge Chute	:	Provided with setup
Material of Belt	:	Nylon-Cotton
Material of Bucket	:	Nylon

(d) HEAVY DUTY CONVEYORISED BAG CLOSING MACHINE

A complete Heavy Duty Bag Closing Machine consists of following parts.

(i) SEWER HEAD

It is a double thread type heavy bag closing/stitching sewer head. it gives double thread stitch in one go.

Stitching Capacity	:	600 + bags per hour
Electric Motor	:	0.5-1 HP, 3 Phase-1400-1600 rpm
Mechanical Trimming Knives	:	Must be installed in the sewer head which cut the thread after a bag is stitched.

(ii) MOUNTING COLUMN

Material of Construction	:	Rigid M.S. Seamless tubes.
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(iii) BELT CONVEYOR

Belt width	:	300-350 mm
Conveyor length	:	3000-4000 mm
Carrying Capacity	:	600+bags per hour, which is synchronized with the speed of the Sewer Head.
Electric Motor	:	1-1.5 HP, 3 Phase
Speed reduction	:	With help of Gear Box
Essential & Extra Accessories	:	Complete accessories must be disclosed with list by the supplier/Manufacturer with Tender Paper
Specification	:	Detail specification of the machine must be enclosed separately with Tender Document.

AUTOMATIC WEIGHING AND BAGGING MACHINE and Stitching Facilities (Composit Unit)**(10-50 Kg) Solenoid.****(a) WEIGHING SYSTEM WITH CONTROL PANEL****SPECIFICATIONS:**

Weighing Range	:	10 kg to 50 kg
Accuracy	:	$\pm 0.5\%$
Display	:	7 Segment, 7 Digit LED display, Digit height 25 mm.
Output Speed	:	3-10 bags per min. (No. of bags/min depends upon the commodity being weighed, weight of bag and accuracy required solonied operated)
Bag	:	Open Mouth Type
UPS	:	0.8-1.2 KVA. (Machine can run on UPS for 30 min. in case of power failure)
Power Consumption	:	800 watt. maximum.

(b) STORANGE BIN

Hopper Capacity : 2000-2500 kg

(c) Elevator with Electric Motor

Elevator Capacity	:	9-12 Ton/Hour
Type of Elevator	:	Centrifugal Discharge Belt Type
Material to be handled	:	Free flowing Granular Material
Discharge Chute	:	Provided with setup
Coating	:	Two coats of enamel paint
Material of Belt	:	Nylon-Cotton
Material of Bucket	:	Nylon

(d) HEAVY DUTY CONVEYORISED BAG CLOSING MACHINE

A complete Heavy Duty Bag Closing Machine consists of following parts.

(i) SEWER HEAD

It is a double thread type heavy bag closing/stitching sewer head. it gives double thread stitch (chain stitch) in one go.

Stitching Capacity	:	600 + bags per hour
Electric Motor	:	0.5-1 HP, 3 Phase-1400-1600 rpm
Mechanical Trimming Knives	:	Must be installed in the sewer head which cut the thread after a bag is stitched.

(ii) MOUNTING COLUMN

Material of Construction	:	Rigid M.S. Seamless tubes.
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(iii) BELT CONVEYOR

Belt width	:	300-400 mm
Conveyor length	:	3000-4000 mm
Carrying Capacity	:	600+bags per hour, which is synchronized with the speed of the Sewer Head.
Electric Motor	:	1-1.5 HP, 3 Phase
Speed reduction	:	With help of Gear Box
Essential & Extra Accessories	:	Complete accessories must be disclosed with list by the supplier/Manufacturer with Tender Paper
Specification	:	Detail specification of the machine must be enclosed separately with Tender Document.

Specification of Fork Lifter

Capacity	3-4 tons at 400-600mm load centre
Front Wheel	2
Rear Wheel	2
Tyres	Solid Cushion
Length of the fork	1000-1500 mm
Clear View	3 stage
Maximum Fork Height	4500m
Over all height	1500-1550 mm
Free Lift	1520-1550
Battery & charger essential standard battery with 12 Hr Recharging time rating	Must be provided
Head & Tail lights, signal lights, Rear view Mirror, Light Reflector & standard (ISI) Tool Kit	Must be provided
Essential & Extra Accessories	Complete accessories must be disclosed with list by the supplier/Manufacturer with Tender Paper
Specification	Detail specification of the machine must be enclosed separately with Tender Document.

SPECIFICATION OF HORIZONTAL BELT CONVEYOR:

Length	8000 mm
Width	For 600 mm of belt, Please check the width of 100 kg bag it should not be more than 600 mm.
Head pulley diameter	350 mm
Tail pulley diameter	350 mm
Rubber lining in head pulley	Must be provided
Rubber lining in tail pulley	Must be provided
Intermittent supporting rollers diameter	48-50 mm
Head shaft	40-50 mm
Tail shaft	40-50 mm
Head shaft tensioner	Must be provided
Tail shaft tensioner	Must be provided
Belt	Min. 8 mm thick rubber belt with plain surface (rough surface is not required for horizontal installation)
Main body	CRC sheet (3 mm) or G.I. sheet (3mm)
Structures	M.S. square pipe (50 mm x 50 mm) min
Angle of inclination	Horizontal
Motor	Max. 5 H.P., 3 phase geared motor
Motor starter	Must be provided.
VFD	Must be provided.
Linear velocity	30-35M/Min.
bag diverter	Must be provided for horizontal installation.
Feeding and discharge height	750 mm (unless specified)
Assessories	Complete accessories must be disclosed & list by the Supplier/Manufacturer in Tender Document

GRAVITY ROLLER CONVEYOR:

Rollers are made up of M.S. fitted with bearing at both end.

Duly painted.

Roller dia : 50-60 mm
 Length : 1500-2000 mm
 Width : 500-650 mm

Essential & Extra Accessories	Complete accessories must be disclosed with list by the supplier/ Manufacturer with Tender Paper
Specification	Detail specification of the machine must be enclosed separately with Tender Document.

SPECIFICATION OF FUMIGATION COVER

Sl. No.	Name of item and specification	Approx quantity
1	Multilayered Fumigation Cover ready size 32'x21'x18', Weight 30kg min. made from 120 GSM,Blue Colour, waterproof, seams/joints not more than one at the corner running from top to bottom free from pin holes, Ultrasonic welded plastic Eyelet at 2Mtrs. Interval on all four side and 2 funnels on each width side. Repair kit having self adhesive Cross laminated strip of at least IXI Mtrs. Size with each cover as per approved I.S standards. (2 samples at least 30x30cms size must be enclosed with Technical Bid.	100 Pcs



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Technical Bid Form For

Due Date

1. Tender No.-
2. Tendered Article (Serial No.) :
(For which bid is submitted)
3. Name and Address of Bidding Firm :
4. ISO Certificate of Mnf. Firm :
(Certificate enclosed)
5. Mobile/Land Line Telephone No. & email-id :
6. Earnest Money Deposit Details :
7. CST/VAT Registration Certificate No. :
Of the tender (copy enclosed)
8. PAN Number (Copy enclosed) :
9. Authorized dealer/Distributor :
(Copy of certificate issued by
Manufacturing company enclosed)
10. Audited Last 3 years Annual turnover :
(Copy enclosed)
11. Tenderers/ manufacturers must provide service provider, details, company details,
place and information about company's representative.
12. Terms and Condition of contract mentioned :
In the invitation bid are ACCEPTABLE/
NON-ACCEPTABLE
13. Capacity in which bid is signed by the Bidder :
14. Other enclosures required as per terms & conditions
15. Details for each quoted items

S.No.	Name of Item	Make/Model	Specification Required (as per tender)	Actual Specification of the Product (as per Mnf.)	Remarks
1	2	3	4	5	6
1					
2					
3					
4					
5					
6					

Note : Enclose brochures in original in support of specification mentioned

Signature & Stamp of Bidder
Name & Add. in Block Letters

Place

Date



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FORM-2

Financial Bid Form For

Due Date

1. Tender No.-
2. Tendered Article (Serial No.) :
3. Name and Address of Bidding Firm :
4. Name and Designation of the
Person signing the bid :
5. Capacity in which bid is signed by the
Bidder (PROPRIETOR/PARTNER/DIRECTOR) :
6. Financial Details for each quoted items :

Sl. No.	Name of the Item	Make/ Brand	Model no as mentioned in technical bid.	F.O.R. * Unit Price of Item (Including all taxes)	Remarks
1	2	3	4	5	6
A					
B					
C					
D					
E					
F					
	AMC	2 nd yr			
		3 rd yr			
		4 th yr			
		5 th yr			

Note :- submit financial bid item wise/make & model wise.

Signature & Stamp of Bidder
Name & Add. in Block Letters

Place

Date

Mobile No:---,Email address,

Bihar Rajya Beej Nigam Ltd

Regd.Office: Agril. Farm, Mithapur, Patna.80001

Telephone No. 0612-2344396

Form of **Agreement** to be executed by the successful TENDERER(s) or suppliers(s) with the Bihar Rajya Beej Nigam Ltd, Agriculture Farm, Mithapur, Patna.800001

This agreement made the.....day of.....2011 between (Hereinafter called the suppliers) which expressing here the context so admits or implies includes his heirs, execution and assigns on the ONE PART AND THE BIHAR RAJYA BEEJ NGAM LTD, AGRIL.FARM, MITHAPUR, PATNA 800001 through its directors, or its authorized officer (hereinafter called the Nigam) which expression where the context so admits or implies in its successors and assigns of the other part.

Where the Nigam requires the suppliers of materials as per specification required as set forth in the schedule here and WHEREAS the suppliers have agreed to supply the materials at the price indicated against item in the schedule F.O.R destination, Bihar Rajya Beej Nigam Ltd, G.T.Road, Kudra Distt. Kaimur,. Inclusive of all charges and taxes such tax and incidentals against form 'C'.

- (1) The supplier undertakes to guarantee that the supply of goods shall strictly confirm to the specifications given and the tender notice and that the Nigam shall be within its rights to refuse or accept.
- (2) The supplier shall inform the Managing Director or any other officer of the Nigam as may be indicated in the supply order regarding dispatch of materials telegraphically. Any damages or loss caused to the goods in transit for whatever reason shall be the responsibility of the supplier and the Nigam shall in no way be responsible for the same.

(3) INSPECTION

Formal inspection of material at Plant level or unit level with regard to quantity, quality and number received shall also be carried out at consignee level by the Officer/ Committee authorized for the same.

(4) PAYMENTS

All invoices shall be prepared in triplicate and shall be signed by the suppliers or its authorized Agent. The invoice shall be sent in duplicate to the Regd. Office of the Nigam.

90% Payment will be released within 15 days after satisfactory installation, commission and operationalization of consignment.

Balance 10% will be paid after one month of satisfactory operation and running of the instruments.

- (5) If the supplier fails to supply the material as per specification and delivery schedule provided in this indent, the Nigam shall have the right to recover from supplier concerned damages of Rs. 100/- per day for consignment delayed subject to maximum of 10% cost of the supplies delayed.
- (6) The security deposited by the supplier shall be refunded to him after 3 months of the completion of the contract to the satisfaction of the Corporation. In the event of any damage or loss caused to the Nigam due to breach of agreement by the supplier the Nigam shall have the right to forfeit the security and also , if the supplier fails to execute the contract faithfully.
- (7) The tender document and all consequent correspondence with the successful tender(s) shall form part of this agreement until otherwise any change is approved or agreed upon by the Nigam.

- (8) All disputes in connection with the interpretation of clause(s) herein specified and all other dispute arising directly or indirectly or in connection with this indenture between the parties here to, shall be referred for arbitration as provided in the tender paper. The Arbitrator's award in the matter shall be final and binding on both the parties to this indenture.
- (9) In faith and testimony, the parties have executed this agreement in duplicate on the date month and year first above written in presence of witness.

Witness (1)

For.....(Supplier)

(2)

Bihar Rajya Beej Nigam Ltd., Patna

Chief of Processing

Bihar Rajya Beej Nigam Ltd

Regd.Office: Agril. Farm, Mithapur, Patna.80001

Telephone No. 0612-2344396

BANK GUARANTEE IN LIEU OF E ARNEST MONEY/SECURITY MONEY

The Bank Guarantee executed on this.....day of 2011 byBank hereinafter called" The Bank" which expression shall include wherever permissible its successor and assigns, in favour of Bihar Rajya Beej Nigam Ltd., Patna through its Managing Director or his authorized Officer (hereinafter called the Nigam), which expression includes its successors and assigns at the request of M/S..... hereinafter called the Tender"/supplier.

Whereas the tender supplier has to pay to the Nigam an earnest money/security money of Rs.....or furnish a Bank Guarantee in lieu of the earnest money/security money in respect of tender for supply of mentioned in the tender document/supply order.

And whereas the tenderer supplier has decided to furnish Bank Guarantee and has requested the Bank to furnish the same to the Nigam

And whereas the Bank has agreed to furnish the Bank Guarantee in lieu of deposit of earnest/security money. Now therefore, the Bank hereby agrees and guarantees:

If the tenderer/supplier commits any breach of the terms and conditions of the tender documents/ supply order in respect of tender and becomes liable to forfeiture of the earnest money/security money or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to pay to the Nigam on demand and without demand the amount of earnest/ security money stated above.

- 1 The Bank further agrees that the Nigam shall be the sold judge of and as to whether the said tenderer/supplier has committed and breach or breaches of any of the terms and conditions of the tender document/supply order and the extend of loss damages costs charges and expenses to or suffered by the Nigam on account thereof, but not exceeding the amount of earnest money/security money stated above, and the decision of the Nigam that the said tender/supplier has committed such breach or breaches shall be final and binding on the Bank. The Bank hereby undertakes guarantee that it shall pay the amount of Bank Guarantee on demand by the Nigam without asking or raised any question about the validity of the demand.
- 2 The Bank undertake that it shall not be necessary for the Nigam proceed against the tender/supplier before demanding the aforesaid amount of Bank Guarantee from the Bank or proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank.
- 3 The Bank undertakes not to revoke the guarantee during currency except with the previous consent of the Nigam in writing and agrees that any change in the constitution of the tenderer of the Bank shall not discharge the liability of the Bank hereunder.
- 4 Not with standing anything contained herein before the liability of the Bank under this guarantee is restricted to Rs.....The guarantee of the Bank shall remain into force up to 210 days from the date of opening of the tender in case of earnest money from the date of submission against security money deposit unless the Nigam make a claim from the Bank in writing on or before the said 180 days, all the rights of the Nigam under the said guarantee shall be forfeited and the Bank shall be relieved and discharge from all liability hereunder.

1. **Witness** -

2. **Witness** -

For and on behalf of