



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301.
Fax: +91-0120-247 2049 Phone: +91-0120- 247 2000

INVITATION FOR BID

Bid Document No. MM-11011(11)/5/2017-DGH/ENQ/98

(Single Tender Enquiry)

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for **EPABX Software and Hardware Upgradation/Purchase** under Single Bid System from the following OEM

1. M/s. Progility Technologies Pvt Ltd

The written request/ or any other desired clarifications from the firm should, however, be received (preferably by fax or in person) within **23.12.2017** by the HoD (MM), DGH, OIDB Bhawan, Plot No.2, Sector 73, Noida- 201 301, (Ph No: 0120-2472000, Fax No: 0120-2472160) to issue the bid document. **The last date for bid submission is 26.12.2017 , 1400 hrs.**

DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NOIDA



MM-11011(11)/5/2017-DGH/ENQ/98

TENDER DOCUMENT

FOR

EPABX Software and Hardware Upgradation/Purchase

Bid Closing time & date: 1400 Hrs (IST) on 26/12/2017

Bid Opening time & date: 1500 Hrs (IST) on 26/12/2017

FORWARDING LETTER

To,

Sub: EPABX Software and Hardware Upgradation/Purchase

Dear Sir,

1. DGH invites you to submit your lowest bid under Single bid system for our above referred requirement as per General Terms & Conditions vide **Annexure-I**, Technical Specifications Cum Price Format enclosed vide **Annexure-II & Annexure -III** including all attachments thereto.
2. Please arrange to send your bid in a sealed envelope containing both technical bid and commercial/price bid , separately, each in a sealed envelope and marked explicitly, super-scribed with the above mentioned Bid Document No. and Bid Closing Date so as to reach DGH's office at following address before the bid closing date and time. Any bid received after the closing date and time will not be considered.

HOD (MM)
Directorate General of Hydrocarbons
OIDB Bhawan, Plot No.2, Sector 73
Noida – 201301

3. Type of Bid: Single Bid System
4. Bid Closing date & time: 26.12.2017 at 14-00 hrs. (IST)
5. Bid Opening date & time: 26.12.2017 at 15-00 hrs. (IST)
6. Validity of Offer: Your bid should be valid for a period of **60** days.
7. Delivery: On door delivery within **7 Days** of Purchase Orders. DGH will not arrange for collection of material in any condition.
8. Payment Terms: Payment will be made within 30 days of receipt of invoices.
9. Bid Security: Not Applicable
10. Performance Security: **7.5 %** of the Purchase order value.

DGH now looks forward to your active participation in the Bid.

Thanking you,

Yours faithfully

(Pranjal Pandey)
Officer (MM)
For Directorate General of Hydrocarbons

General Terms & Conditions

1.0 Transferability of Bid Documents:

The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.

Unsolicited offers will not be considered and will be straightway rejected.

2.0 Bid Price:

2.1 Bidders should offer firm prices. No increase in price on or any score whatsoever shall be entertained by DGH.

2.2 Prices should be quoted as per format mentioned in **Annexure-II** and should include all charges like basic price and freight, taxes & duties etc.

2.3 Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

2.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

2.5 Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, DGH shall avail such discount at the time of placement of order.

3.0 Taxes & Duties:

3.1 Offer should be inclusive of all taxes & duties.

3.2 All taxes, duties and other levies for the services including installation/commissioning, Training etc. where applicable, shall be to the Bidder/Seller's account

4.0 Delivery:

Door Delivery at DGH's office, Noida within **7 days** of purchase Orders. DGH will not arrange any conveyance for collection of material in any condition. The delivery date will be counted from the date of receipt of the individual release orders issued against the rate contract by the successful bidder.

5.0 Bid Security: The Bid Security is required to protect the DGH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause **5.8**.

5.1 Bidders registered with DGS&D, National Small Industries Corporation (NSIC) or the Ministry of Petroleum & Natural Gas are exempted from payment of Bid Security. Respective certificate should be enclosed by the bidder to avail the exemption.

5.2 All the bids except as stated at 5.1 must be accompanied by Bid Security for the amount as mentioned above and shall be in any one of the following forms:

- (a) A Bank Guarantee in the prescribed format vide **Proforma-A**: Bank Guarantee issued from any Nationalized / scheduled Bank in India only will be accepted. The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees issued by

Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- (b) A Cashier's cheque or Demand Draft drawn on 'Directorate General of Hydrocarbons' valid for **90** days from the date of issue and payable at New Delhi.

- 5.3 Any bid not secured in accordance with sub-clause **5.2** above shall be rejected by the DGH as non-responsive.
- 5.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.
- 5.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.
- 5.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause **11.0** below is furnished.
- 5.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 5.8 The Bid Security may be forfeited:
- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder,

or

- (b) If a successful Bidder fails to furnish Performance Security within 21 days of letter of award of Contract or before the expiry of Bid Security (unless extended), whichever is earlier.

6.0 Submission of Bids/Sealing and marking of bids:

6.1 The tender is being processed according to a single stage – Single bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial bid each in duplicate (one Original and one copy).

6.2 The Bidder shall seal the original and copy of the bid duly marking as "ORIGINAL" and "COPY".

6.3 The cover containing the Technical Bid (Original + copy) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.1 Technical bid
- (ii) Bid Document No. _____.
- (iii) Bid closing date _____.
- (iv) Bidder's name _____.

6.4 The cover containing the Commercial Bid (Original + copy) should be in a separate sealed cover bearing the following on the right hand top corner.

- (i) Envelope No. 2 Commercial bid
- (ii) Bid Document No. _____.
- (iii) Bid closing date _____.
- (iv) Bidder's name _____.

6.5 The above mentioned two separate covers containing Technical and the Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".

- (i) Bid Document No. _____.
- (ii) Bid closing date _____.
- (iii) Bidder's name _____.

6.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. The Bid Security mentioned in clause **5.0** should be enclosed with the Technical Bid.

6.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document.

6.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. DGH shall not be responsible for any postal delay/transit loss.

6.9 Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with Scanned signature will not be considered. Original bids should be signed manually failing which they shall be rejected.

6.10 Incomplete bids would be summarily rejected by DGH.

7.0 Deadline for Submission of Bids:

7.1 Bids must be received at the office of the Directorate General of Hydrocarbons at Noida, UP (India) by the Bid Closing Date & time mentioned in the Tender document.

7.2 Timely delivery of the bid at the above address is the responsibility of the bidder.

8.0 Opening of Bids:

8.1 Bidder or their authorized representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, an authorization letter from the bidder must be produced to the Bid Opening Officer at the time of opening of bids. Unless this letter is presented, the representative will not be allowed to attend the bid opening.

8.2 In case of any unscheduled holiday on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

9.0 Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC)

9.1 The bid shall conform generally to technical specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the Technical Specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. The criteria shall be applicable to all the bidders.

9.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

9.3 Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.

9.4 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.

9.5 Bidders must quote clearly and strictly in accordance with the **"Price Format"** of bidding document; otherwise the bid will be summarily rejected.

9.6 Bids without original Bid Security as per **Para 5.0** (wherever called for) and confirmation regarding submission of requisite Performance Security as per **Para 11.0** (wherever called for) shall be rejected. Bid Security is to be obtained from the bidders except those who registered with the Central Purchase Organization, National Small Industries Corporation (NISC) or the concerned Ministry or Department.

9.7 Bidder must accept and comply with the following clauses as given in the Bid Document in to failing which offer will be rejected –

- (i) Performance Guarantee Clause
- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Liquidated damage cum penalty clause
- (vi) Termination Clause

9.8 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:

(i) Price evaluation and comparison will be made on Total Cost including Taxes & Duties . Bidders are to quote for all items.

(ii) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

10.0 DGH's Right to accept or reject any or all Bids.

10.1 DGH reserves the right to accept / reject or prefer any bid either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for DGH's action. DGH also reserves the right to split the order between two or more parties.

11.0 Performance Security:

11.1 The successful bidder shall furnish the Performance Security as per **Proforma B** within 21 days of the receipt of Letter of Award / order failing which DGH reserves the right to cancel the order and forfeit the Bid Security. **Bidders should undertake in their bid to submit Performance Security as stated above.**

11.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

11.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.

11.4 The Bank Guarantee will have to be given from the nationalized scheduled banks on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.

11.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank:

- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

11.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.

11.7 The Bank Guarantee shall be enforceable at Delhi.

11.8 Performance Security shall be valid for **15 months** from the date of delivery / commissioning whichever is later. The validity requirement of Performance Security specified in the order is assuming dispatch within stipulated delivery period. In case of any delay in dispatch, validity of the Performance Security is to be extended suitably as aforesaid.

11.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.

11.10 Performance Security amount will not accrue any interest.

12.0 Warranty / Guarantee:

12.1 Goods or materials to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller **for a period of 1 (one) year** from the date of commissioning/receipt (where commissioning is not involved) against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by DGH to the Seller shall be replaced immediately by the Seller on "Door Delivery at DGH Office at Noida" basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

13.0 Default in delivery / Liquidated damages:

13.1 In the event of the successful bidder's default in maintaining the agreed time frame schedule set out in the Order, DGH shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at the discretion of DGH in which case extra expenditure involved, will be recoverable from the successful bidder.

13.2 In the alternative, successful bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of goods in respect of which default in delivery takes place subject to maximum 7.5% as an agreed pre estimate of the damage suffered.

14.0 Default:

14.1 In the event of Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, DGH may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as DGH may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, DGH will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event DGH shall have the right to terminate the Contract.

15.0 Termination :

15.1 In the event of a Contract with the Bidder, DGH shall have the right to terminate the Contract giving 7 days' notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by him in performance of the Contract prior to such termination.

16.0 Force Majeure:

16.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and particulars of such force majeure in writing or by fax to the other party as soon as possible, after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

16.2 The term "force majeure" as used herein shall mean 'Acts of God' including Landslides, lightning, Earthquake, Fires, Storms, Flood & Washout, Strikes, Lockouts or other Industrial Disturbances in the

Seller's undertaking, Wars whether declared or not, Blockades, insurrection, riots and Government regulations whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

17.0 Arbitration: - In the event of any disagreement/dispute arising in connection with execution of the contract which cannot be settled in an amicable manner between DGH and the contractor, the matter shall be referred to Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended till date. The venue of such Arbitration will be at Delhi.

18.0 PURCHASE PREFERENCE:

DGH reserves its right to allow to the Indian Small Scale Sector purchase preference facility as admissible under the existing policy.

19.0 CHANGE IN LAW

In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the DGH subject to the production of documentary proof to the satisfaction of the DGH to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by DGH.

Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the DGH, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

Any increase in the duties and taxes after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease of duties and taxes after the contractual completion / mobilization date will be to DGH's account.

The Contract Price and other prices given in the Price Format are based on the applicable tariff as indicated by the CONTRACTOR in the Price Format. In case this information subsequently proves to be wrong, incorrect or misleading, DGH will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

Notwithstanding the provision contained in clause **19.0** above, the DGH shall not bear any liability in respect of :

- (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.
- (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- (iii) Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

Yours faithfully

(Pranjal Pandey)
Officer (MM)
For Directorate General of Hydrocarbons

PRICE FORMAT

1	Upgradation Of HiPath 3800 V9 to OpenScape Business X8 UC enabled IP ready system				
Sr No.	Items/Components	Qty.	Unit price Exclusive of Tax	Tax (Indicate Tax % and Amount)	TOTAL
1	Upgradation Of HiPath 3800 V9 to OpenScape Business X8 UC enabled IP ready system , as per specifications at Annex-III	1 Nos.	-----	-----	-----
2	EXPANSION OF OSB X-8 V2 System				
	Items/Components	Qty.	Unit price Exclusive of Tax	Tax (Indicate Tax % and Amount)	TOTAL
2.a	PRI Card 30 Ch. Of OSB X-8 System	1			
2.b	PRI Cable	1			
2.c	Llc 30 Ch. For PRI of OSB X-8 System	30			
2.d	IP Phone Open Storage 15 HFA	10			
3		INSTALLATION CHARGES			
	Description	Price Exclusive of Tax		Tax (Indicate Tax % and Amount)	Total
3.a	Installation , Programming and Documentation Charges. 1				
	Total Amount in Rs				

Note:

1. Please quote prices inclusive of all taxes. Also state the details and tax rates included in above rates.
2. DGH reserves the right to accept/reject any offer in full/part or increase /decrease the quantity without assigning any reason whatsoever.

3. Delivery: On door delivery within **7 days** of purchase Orders. DGH will not arrange any conveyance for collection of material in any condition.
4. Payment Terms: Payment will be made within 30 days of receipt of invoices and successful completion of the delivery of the ordered goods and services.
5. The bidder must provide its GST No./ other relevant GST registration details for payment.
6. The vendor has to make necessary arrangements and provide necessary items so that the system is fully functional.

Technical specifications of the items to be procured

Sr	DESCRIPTION	QTY
1	Upgradation Of HiPath 3800 V9 to OpenScape Business X8 UC enabled IP ready system	
	<p>Upgradation Of HiPath 3800 V9 to OpenScape Business X8 UC enabled IP ready system</p> <p>Features :</p> <ul style="list-style-type: none"> -Expandable up to 500 (TDM+IP) users -Integrated IP Gateway for IP extension and ITSP's -Integrated UC on motherboard -08 DSP Resources built in (TDM to IP and Vice versa) -5 Party Adhoc Conference -Q-Sig Compatible -SIP Compatible -Remote maintenance <p>Provisioned with,</p> <ul style="list-style-type: none"> -6 Port 320 Mailboxes -50 UC Smart Client <p>Licenses are required to activate above Features.</p> <ul style="list-style-type: none"> -Present Equipped Configuration for upgrade to OSB X- 8 system considered -PRI (30 Channels) Gateway with Licenses -Analog Extensions along with Licenses -Digital Extensions along with Licenses <p>Note : - Old Hardware will be taken back by Progility After upgradation of HIPATH 3800 V9 to OSB X-8 system</p>	1 Nos.
	EXPANSION OF OSB X-8 V2 System	
2.a	PRI Card 30 Ch. Of OSB X-8 System	1
2.b	PRI Cable	1
2.c	Llc 30 Ch. For PRI of OSB X-8 System	30
2.d	IP Phone Open Storage 15 HFA	10
3	INSTALLATION	
3.a	Installation , Programming and Documentation Charges	

PERFORMANCE GUARANTEE

Ref. No. _____

Bank Guarantee No _____

Dated _____

To,

Directorate General of Hydrocarbons
OIDB Bhawan, Plot No.2, Sector 73,
Noida- 201301, UP, India.

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OI DB Bhawan, Plot No.2, Sector 73, Noida- 201301, India (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Rupees..... for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Rs. (in figures) _____ (Rupees. (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that DGH 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 extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to 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 during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) _____ (Rupees (in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)
Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on thisday of20__ at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)with Bank stamp

Attorney as per power of
Attorney No.....
Dated

WITNESS NO. 2

(Signature)
Full name and official
address (in legible letters)