



भंडार अनुभाग निदेशक कार्यालय
भा- कृ- अनु- परि-- भारतीय कृषि अनुसंधान संस्थान नई दिल्ली -
ICAR-Indian Agricultural Research Institute New Delhi-110012
Store Section Director's Office

Tel No. 011-25842877, Website: <http://iari.res.in>, Email: store@iari.res.in

No.ICAR-IARI/Dte.Store/69-8/20-21/Air Custom Clearance

Dated: 27/02/2021

E-TENDER NOTICE

ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE, New Delhi is one of the prestigious Institute in the field of Agricultural Research and Education invites online e-tenders for the appointment of "**Consolidation -cum- Clearance Agent**" for a period of TWO YEARS extendable for ONE year on basis on mutual consent basis subject to performance review by the Institute for the import / export of consignments from /to all over the world by **Air Freight, Air post parcel**, under consolidation from the parties dealing with custom clearance, import & Export handling and International freight forwarding under consolidation. The consignments contain precious and delicate type of equipments, instruments and other special type of materials required for research purposes.

The crucial dates are as under:-

Last date for submission of online Tender : **22/03/2021 at 11.00 AM**

Date and time of opening of online Technical Bid : **23/03/2021 at 11.00 AM**

Firms/Agency engaged both in customs clearance and consolidation should submit their online tenders through CPP portal. Following jobs shall fall under the scope of the consolidation-cum- custom clearance contract.

I. Eligibility Criteria

1. All the bidders/Agencies must provide the following documents online through e-procurement (CPP Portal) and the declarations (**duly self- attested with stamp**) along with the Technical Bid, failing which their **BIDS** shall be summarily rejected:
2. Copy of Valid Registration certificate with Customs for Custom House Agent (CHA) License, Port License in the name of the bidder. Freight forwarding offers through third party/sister concerns etc. will not be accepted.
3. CHA must be registered in Custom house Dehli, Mumbai.
4. The Bidder should have facility for custom clearance at Mumbai and Delhi, both for air cargo & foreign post office.
5. Firm should also be registered with the Indian customer as consol Agent sister concerned/ Authorized party certificate shall not be acceptable.
6. A valid Certificate of IASA/IATA/FIATA stating that the tenderer / its principal or counterparts is/are member of IASA/IATA/FIATA.
7. The tenderers are required to submit a undertaking with online tender that their firm has not been debarred/black listed/suspended by any Government /Autonomous Organization/PSU etc. in the prescribed performa (**Annexure- A**)

8. The firm have last three year experience (i.e. 2017-2018, 2018-2019 & 2019-2020) for such service in Government Organization/Institutions and proof of Supply order for the same will be provided by the firm.
9. Proof of such type of supply not less than Rs. 30.00 lakhs during each financial year (i.e. 2017-2018, 2018-2019 & 2019-2020) should be provided with the bid.
10. Copy of proof of turnover (balance sheet & profit & loss A/c only) of not less than Rupees 50.00 lakhs (Rupees Fifty lakhs) during the each of last three years viz 2017-18, 2018-19 and 2019-20.
11. EDI Charges, IAAI Charges, Custom Duty CMC, Airlines Charges and Do Charges on other console (All statutory charges) actual basis on production of authentic/original receipt of the same.
12. Copy of the (a) PAN CARD, (b) GST Certificate, (c) Latest GST Return (d) Trade License Certificate, if any.
13. The rates must be quoted according to the format (BOQ) only failing which tender will be ignored/rejected. D.O. charges on consignment coming under contract shall not be paid.
14. Scan copy of Bid Security Declaration at **Annexure-B**.
15. An Original Copy of performance Security must be deposited in the form of FDR/ Unconditional Bank Guarantee (BG) **(as per prescribed format given at Annexure-C of this tender document)** from a commercial bank drawn in favour of the Director, ICAR-Indian Agricultural Research Institute, New Delhi in person alongwith Work contract/Agreement to Store Section, Room No.44, Director's Office, ICAR-IARI, New Delhi-12.

II. Terms & Condition

1. Customs clearance of imported consignments from IAAI / ICD / Foreign post office at New Delhi / Mumbai.

- (i) Custom clearance of the consignment including all the stages of customs clearance obtaining Non-delivery certificate / short landing certificate in case the materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of ICAR-Indian Agricultural Research Institute, New Delhi. Arranging insurance survey at airport/IAAI in case of damages to the consignment. Immediate delivery of consignment at ICAR -IARI, after custom clearance within the time period mentioned in the tender document.
- (ii) Any other job in connection with the clearance of goods from customs clearance of IPP parcels from customs / foreign post office New Delhi.
- (iii) Clearance of consignments from ICD Delhi/Mumbai.

2. Consolidation of the consignments being imported through out the world.

- (i) Complete monitoring and supervision of the movement of consignment from the date of order /LC and providing regular day to day feed back on the progress of order to ICAR- IARI. In case the same is not received before landing of the consignment, the delay in clearance will be on the part of the clearing agent and the respective amount of demurrage will be recovered from the bill.
- (ii) To provide timely information (pre-alert) regarding dispatches of the consignment & its further movement and other relevant information to ICAR- IARI
- (iii) To facilitate specialized packing of materials as per the IATA specifications and International packing standards.
- (iv) Extensive communication through telephone, tele fax and Email etc.

- (v) Any other service needed regarding consolidation from time to time
(vi) Shipment should be made preferably through AIR INDIA.
3. The forwarders charge the freight charges on the basis of IATA rates which are fixed by IATA. The offer of the parties will be evaluated on the basis of the percentage of discount and not on individual rates.
 4. The tenderer/their counterparts must have its own arrangements of warehousing, insurance, pick up and delivery by road within the country and also in the exporting country and delivered during the office hour only as far as possible and practicable manpower/ laborere for unloading/ shifting / moving of consignment will have to arrange by the agent.
 5. DGR fee/ Dangerous & Perishable goods, if any, shall be paid proportionately at actual provided the same is charged by the carries (Air Company) and shown separately in MAWB. The party has to submit a clean copy of Original MAWB (importer/ customer copy) in support of the above charges along with the bills for payment.
 6. Consolidator will be responsible for the safety of the cargo in all circumstances and handling complete & proper papers whether it may be either import or export consignment. In the event of non availability of invoice or other relevant papers if consignment incurs demurrage or penalty, the consolidator shall be solely responsible.
 7. Freight charges will be paid in the India in Indian rupees as per our agreement / contract on the basis of original HAWB rates, custom clearance are on receipt of consignment at ICAR - IARI. Payment of airfreight charges shall be made on the basis of exchange rates prevailing on the date of shipment supported by a reputed newspaper line EXIM etc. copy of which will be provided by the clearing agent alongwith the bill.
 8. CCF fee, if any, may also be mentioned in the bid while submitting online tender, which shall be paid as per exchange rates on the basis of customs bill of entry and on the basis of original HAWB.
 9. Pre-shipment advises must be intimated well in advance. A weekly statement showing consignments shipped during last week & the proposed shipment during the next week should be submitted invariably by the clearing agent to ICAR-IARI, New Delhi. The shipment must be delivered in ICAR-IARI, New Delhi within 15 days after handing over the consignment by the Foreign firm/ Principal Firm. Otherwise ICAR-IARI shall have the right to deduct penalty for delay in delivery @ 0.5% of the contract value per week subject to a maximum of 10% or more as to be decided by Director, ICAR-IARI, New Delhi.
 10. Consignment must be cleared from customs within three days by the Consolidation cum Clearing Agent. The documents to this effect should be collected from us forthwith or in advance. The objective of consolidation cum clearance contract is to eliminate the demurrage charges. The quoted party should confirm that they will not allow any demurrage to incur. No demurrage will be paid by ICAR- IARI, New Delhi except in rare to rare case, where the decision of Director, ICAR- IARI will be final whether to pay demurrage or not in that case.
 11. List of documents requires for clearance/ reimbursement of bill must be mentioned specifically well in advance.
 12. Precaution/permission of specific Authority may be obtained whereas required while transporting and receiving consignment of sensitive and hazardous material by the bidder himself.
 13. Shipment will be made from the nearest International Airport of the supplier. However, if the location of the counterpart of consolidator is far from the location of our supplier, ICAR- IARI shall have the option to get the consignment shipped through supplier or IARI's consolidation.

The consignment will be handed over by the supplier to the consolidator at the nearest airport for onward shipment to India (Delhi). Only airfreight charges shall be payable to the consolidator from the departure International Airport to the final destination i.e. Delhi of India.

14. The tender shall remain open for acceptance up to 180 days from the date of opening. After the acceptance of the tenders, the successful tenderer(s) will have to execute every supply order issued under this contract, within the stipulated period as specified in the supply order.
15. The successful bidders shall deposit performance security of Rs. 1,50,000/- (Rupees one lakh fifty thousand only) in form of FDR/ Unconditional Bank Guarantee (BG) **(as per prescribed format given at Annexure-C of this tender document)** from a commercial bank drawn in favour of the Director, ICAR-Indian Agricultural Research Institute, New Delhi as Security money for the performance of the contract which should be valid at least for a period of 30 months alongwith contract agreement. No interest on Earnest Money or Security Deposit will be paid by the Institute. The same BG/FDR will be refunded / returned after successful completion of contract. However, the Director, ICAR- IARI will have the discretion to order for the forfeiture of deposit for any breach of contract.
16. Contract Agreement: The successful bidder(s) will have to execute the prescribed contract agreement bond on the non-judicial stamp paper of Rs.100/- for the job in accordance with the conditions/stipulations to be given therein not later than 15th day from the date of acceptance letter, failing which the earnest money will be forfeited.
17. The tender is to be submitted on online mode. Tender/Documents submitted offline will not be considered.
18. The charges towards air freight, custom duty upto the prescribed limit, demurrage charges (if any in rare case) and clearance charges will be paid/reimbursed on production of original receipts/vouchers for the same at the earliest after receipt of goods and clearance. Initially, all such charges involved in the consolidation and clearance etc. shall be paid by the contractor/firm/Agency on behalf of ICAR- IARI, irrespective of the fact whether the consignment has come through their consolidation or not.
19. Agency/Firm shall be responsible for any delay in filing Bill of Entry with customs authority and/or not notifying ICAR-IARI of discrepancy, if any, in the documents. The demurrage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of Agency/Firm will have to borne by Agency/Firm. Further, Agency/Firm will have to make good of loss/damage, if any, suffered by ICAR-IARI on account of delay due to deficiency or negligence of service attributable to Agency/Firm in filing Bill of Entry (BE) and/or clearance of consignments.
20. In case of any delay in delivery within the time period as agreed upon, ICAR-IARI shall have the right to claim penalty for late delivery @ 0.5% of the contract value per week subject to a maximum of 10% or more as to be decided by Director, ICAR-IARI, New Delhi. Note: At the discretion of the ICAR-IARI, this may waived for bonafide reasons.
21. Agency/Firm shall equip itself in advance with all necessary information that may be required for answering customs queries. CFA shall take all necessary steps to answer both oral/verbal and written queries without any delay. In case of need of clarification from ICAR-IARI, the queries may be communicated to Division concern of ICAR-IARI on the day the queries are raised. **Storage charges incurred on account of delay in communicating the queries to ICAR-IARI shall be borne by Agency/Firm and further, damage caused to ICAR-IARI due to the above said delay shall be made good by CFA (Note: Any storage / demurrage incurred due to Customers queries/ delay in clearance, the same has to reimbursed to the Service Provider).**

22. CFA shall tender pre-receipted computerized bills once in every Fortnight for service provided to ICAR-IARI. A checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in ICAR-IARI. Personnel authorized by ICAR-IARI will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to CFA on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by CFA. ICAR-IARI **GST No. 07AAAGIO195R1ZX** should be Quoted in the bills submitted for Payment.
23. Payment shall make every effort to examine and arrange payment of bills within 30 days of receipt of the pre-receipted bills with all the relevant original supporting documents. However, delay in settlement of payments shall not be accepted as valid ground for CFA to delay clearance of consignments and/or make any advance payment to CFA. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of ICAR-IARI, will have to be borne by CFA. All the bills will be admitted by ICAR-IARI only for the sums entitled under this contract. ICAR-IARI does not undertake to communicate, to CFA, reasons for partial or non-admission of one or more claims made in the bills.
24. It is specifically made clear and understood that this contract shall not vest exclusive rights to the CFA to provide services to ICAR-IARI during the tenure of this contract. Notwithstanding this Agreement, ICAR-IARI may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this contract.
25. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitrator appointed by the Director, ICAR-IARI. The award of the arbitrator shall be final and binding on the parties.
26. This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in ICAR-IARI to competent jurisdiction.
27. The freight forwarder will charge the freight cost on the basis of IATA rates which are fixed by the International Air Traffic Association (IATA). The parties must offer one and single discount on these rates which should be **“in percentage (%) only”** for all countries.
28. The agency, in the schedule of rates (as per BoQ) should offer a single standard/flat discount on IATA rates which should be **‘in percentage’** only, applicable for all countries, **all kind of weight and all size slabs except over dimension/weight.** The offers of the parties will be evaluated on the basis of the percentage of discount and not on individual rates for weight slabs. Offers / bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected.
29. If any over dimension /weight which shall not covered under contract the same must be mentioned in the Technical Bid.
30. Initially, the technical bids will be opened first and would be evaluated as per the laid down methodology. Thereafter, the financial bids of only those firms will be opened, who have qualified in the evaluation of their technical bids.
31. The AMC for consolidation cum clearing agent for import/export consignment by air would be evaluated for L-1 work will be awarded to party who will offer higher discount on IATA rate (percentage). The discount offered in IATA (percentage) and other component according to BoQ (Sl.No. 1, 2, 3,6,7 & 8) will be given to the same firm. In case of various in price of in BOQ (Sl.No. 1, 2, 3,6,7 & 8) the firm offered higher discount on IATA rate (percentage)

should agree to provide all components according to BoQ (Sl.No. 1, 2, 3,6,7 & 8) at the lowest rate in the comparative list.

32. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable any higher amount by the ICAR-IARI under any circumstances.
33. No request to attach copy of any document at later stage will be considered.
34. The successful tenderer will have to give an undertaking that no consignment of ICAR -IARI will be detained / withheld by them before or after the clearance under any circumstances.
35. The bidder shall have to bear the applicable customs duty upto Rs.2,00,000/- (Rs. Two Lakh only) on behalf of ICAR -IARI which will be reimbursed to the bidder along with the bill. In case the amount of customs duty is more than Rs.2,00,000/- (two lakh) the firm shall intimate to ICAR-IARI about the applicable duty in advance on the basis of purchase order so that the customs duty can be arranged well in advance. The payment of duty shall be made through bank directly in the name of PNB account custom duty. Any delay in intimation to ICAR -IARI about the duty payable shall be to the account of the bidder. No plea on account of delay in arranging the customs duty shall be accepted. Any difference upto Rs. 2,00,000/- (Rs. two Lakh only) between the Bank Draft and the actual amount of duty shall be paid by the bidder at the time of clearance. In case of excess payment of duty to IAAI, refund shall be recovered from IAAI by the bidder himself.
36. Party will arrange to clear the consignments for import-export through other modes including the courier & Air parcel posts also. Rates for the same, if any, shall be mentioned separately.
37. Bids of firms who have not executed any contract satisfactory, failed to execute any such contract, have poor track record shall not be considered. Misrepresentation or suppression of facts will lead to cancellation of the bid.
38. In case of any confusion, the parties should seek clarification about terms & conditions and pattern of formats, instead of quoting in ambiguous manner.
39. Director, ICAR- IARI retain the right to appoint more than one CHA-cum-import Consolidator, for ICAR- IARI, New Delhi and its Regional Stations located in different part of the Country
40. All disputes to be settled under New Delhi Jurisdiction.
41. Online tender may please be submitted in two bid system i.e. **technical and financial bid**. Technical bid must contain required documents as per enclosed **Checklist** and other Financial bid as per given format in BoQ , must be uploaded on CPP Portal.
42. Director, ICAR-IARI has full right to get services of any other consolidator/clearing agent for a particular consignment.
43. **Director, ICAR-IARI reserves the right to accept/reject any or all tenders without assigning any reasons thereof.**

Asstt. Admn. Officer (Store)

FORMAT For Price Bid (BoQ)

SI No.	Job work	Rates in Rs.
1	Agency & attendance charges at Indian Airport as the case may be	in BoQ
2	Transportation charges from IGI Airport to IARI, New Delhi-12 i) 0-100 kg ii) 101-200kg iii) 201-500kg iv) Above 500 kg	in BoQ
3	Loading and unloading Charges from IGI Airport to IARI, New Delhi-12 i) 0-100 kg ii) 101-200kg iii) 201-500kg iv) Above 500 kg	in BoQ
4	EDI charges, IAAI charges, Custom Duty CMC, Airline Charges and DO Charges on other console (All statutory charges)	Actual basis, on production of authentic/ original receipt of the same
5	Discount offered in % on latest IATA text book applicable for all countries for all kind of weight and all size slab except over dimension/weight.	in BoQ
6	To clear the consignments for import-export through other modes including the courier & Air parcel posts also.	in BoQ
7	Rate of any over dimension/weight which shall not covered under contract	in BoQ
8	CIF/CIP Charges (Clearing from Indian Airport and delivery at destination as the case may be)	in BoQ

Note :

1. **100%** discount on IATA freight will not be considered.
2. **Nil** Agency Charges will also be not considered.
3. Over dimension/Weight should be clearly mentioned in the Technical Bid.
4. Copy of Latest IATA text book should be attached.

**Signatory Certified
Signature & Seal of the Tenderer**

CHECKLIST

Sl. no.	Item/ Clause	Yes No. (please indicate Pg. no.)	If no, Please give Reason of deviation
i)	Copy of Valid Registration certificate with Customs for Custom House Agent (CHA) License, Port License in the name of the bidder. Freight forwarding offers through third party/sister concerns etc. will not be accepted.		
ii)	CHA must be registered in Custom house Dehli, Mumbai		
iii)	The Bidder should have facility for custom clearance at Mumbai and Delhi, both for air cargo & foreign post office.		
iv)	Firm should also be registered with the Indian customer as consol Agent sister concerned/ Authorized party certificate shall not be acceptable.		
v)	A valid Certificate of IASA/IATA/FIATA stating that the tenderer / its principal or counterparts is/are member of IASA/IATA/FIATA.		
vi)	The tenderers are required to submit a undertaking with online tender that their firm has not been debarred/black listed/suspended by any Government /Autonomous Organization/PSU etc. in the prescribed performa (Annexure- A)		
vii)	The firm have last three year experience (i.e. 2017-2018, 2018-2019 & 2019-2020) for such service in Government Organization/Institutions and proof of Supply order for the same will be provided by the firm		
viii)	Proof of such type of supply not less than Rs. 30.00 lakhs during each financial year (i.e. 2017-2018, 2018-2019 & 2019-2020) should be provided with the bid.		
ix)	Copy of proof of turnover (balance sheet & profit & loss A/c only) of not less than Rupees 50.00 lakhs (Rupees Fifty lakhs) during the each of last three years viz 2017-18, 2018-19 and 2019-20.		
x)	EDI Charges, IAAI Charges, Custom Duty CMC, Airlines Charges and Do Charges on other console (All statutory charges) actual basis on production of authentic/original receipt of the same.		
xi)	Copy of the (a) PAN CARD, (b) GST Certificate, (c) Latest GST Return (d) Trade License Certificate, if any.		
xii)	The rates must be quoted according to the format (BOQ) only failing which tender will be ignored/rejected. D.O. charges on consignment coming under contract shall not be paid.		
xiii)	Scan copy of Bid Security Declaration at Annexure-B		

(Signature) Name of party with Stamp

UNDERTAKING

(To be submitted on Judicial paper of ₹100/-)

I/We have read and understood and will accept/comply with the instructions contained in eligibility criteria and general terms and conditions of this tender document. I/we do hereby declare that all the details provided in this tender form are true to the best of my/our knowledge and belief and any misrepresentation of fact will render me/us liable to disqualification from the tender process and any action as may be deemed fit by ICAR-Indian Agricultural Research Institute.

I/We undertake to communicate promptly to IARI any changes in the condition or working of the firm. It is certified that we have not been **blacklisted** by any organization of government (Central/State/govt./PSUs/Autonomous Body/Bank etc.) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent.

I/We certify that there is no criminal suit pending or being contemplated in any court of law and/or no litigation is pending with GST office etc. in India. (If there are any such cases/litigations going on currently or during last five years, please specify the parties involved and disputed amount).

I/We hereby also accept that ICAR-IARI have the right to accept or reject this tender.

Signature.....
Name.....
Designation.....
Address.....

Company's Seal

Place.....
Date.....

Bid Securing Declaration

(To be submitted on Rs. 100 Non-Judicial Stamp Paper duly notarized)

(Country
(City

Bid- Securing Declaration

Invitation to Bid No:

To

I/we, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid- Securing Declaration.
2. I/We accept that: (a) I/We will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and (b) I/we will pay the applicable fine provided under section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Section 23.1 (b), 34.2 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that bid-securing declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/ we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/ we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

In witness whereof, I/we have hereunto set my/our hand/s this ____ day of (month] at [place of execution].

Name of Bidder's
Authorized Representative
(Insert signatory's legal capacity)
Affiant

Subscribed and Sworn to before me this __ day of [month] [year] at [place of execution], _____ . Affiant/s is /are personally known to me and was/were identified by me through competent evidence of identity. Affiant/s exhibited to me his/her/[insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [Month] [year].

Name of Notary Public
Serial No. of Commission _____
Notary Public for ____ Until _____
Roll of Attorneys No. _____
PTR No.____, (dated issued), [place issued]
IBP No. ____, date issued], [place issued]

FORMAT FOR BANK GUARANTEE

Beneficiary : **Director, ICAR-IARI** (*herein after referred to as Beneficiary /Government*)

Date :[*Insert date of issue of BG*]

PERFORMANCE BANK GUARANTEE No. :[*Insert guarantee number*]

PERFORMANCE BANK GUARANTEE Amount :[*Insert guarantee amount*]

Applicant / Seller : [*Insert Seller Name and Address*]

Guarantor :[*Insert name and address of the issuing Bank*]

1. The Applicant/Seller named above has entered into above referred contract with the Beneficiary, for the supply of Goods and / or Services as defined in the said contract. According to the conditions of the Contract, a performance security is required to be furnished by the Seller to the Beneficiary for due performance of the contract.
2. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*][*insert amount in words*], upon receipt by us of the Beneficiary's demand stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Beneficiary/Government. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____
4. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by Seller(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.
5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Seller (s) shall have no claim against us for making such payment.
6. We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract including Guarantee/Warranty period and that it shall continue to be forceable till all the dues of the Government under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.
7. We further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Contract or to extend time of performance by the said Seller (s)

from time to time or to postpone any time or from time to time powers exercisable by the Government against the said Seller (s) and to forbear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said Seller (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Seller (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. Notwithstanding anything contained herein above our liability under the Guarantee is restricted to Rs _____ and shall remain in force until _____ [*Should be for a period of 12 months from the date of issue in case EMD & 30 months from the date of issue in case of Performance security*]
9. This Guarantee will not be discharged Due to be change in the constitution of the Bank or the Seller(s).
10. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated _____ For _____
(Indicate the name of the Bank) Signature _____
Name of the Officer _____
Designation of the officer _____ Code no

Name of the Bank and Branch _____