

**NIT No. CMRL/OPN/RC/Procurement/010/2015/16**

CMRL invites online tenders through e-procurement portal from reputed suppliers under **two bid system** for the following work

1	<b>Name of the Work</b>	Tender for " <b>procurement of Token / Coin counting machine</b> "
2.	<b>Details of Techno-Commercial and Financial Bid</b>	<b>Techno-Commercial Bid :-</b> i. Earnest Money Deposit ( Online transaction) ii. Technical specification and compliance sheet (Annexure – A ) iii. Financial offer (BOQ) iv. Vendor Information (Annexure – B).
3	<b>Earnest Money Deposit</b>	<b>Rs.2,607/- (Rupees – Two Thousand six Hundred and seven Only).</b>
4	<b>Tender Validity</b>	Offers shall be valid for a period of <b>180 days</b> from the date of financial bid opening.
5	<b>Tender Publishing date</b>	<b>10.12.2018</b>
6	<b>Performance Security</b>	NIL
7	<b>Tender documents</b>	The tender documents can be downloaded from CMRL website <a href="http://www.chennai-metro-rail.org">www.chennai-metro-rail.org</a> . & CPP portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .
8	<b>Tender inviting Authority</b>	<b>Joint General Manager(RSO),</b> Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107, Tamil Nadu <b>Email id – <a href="mailto:mgrrcv@cmrl.in">mgrrcv@cmrl.in</a></b>
9	<b>Last date for Up-loading of Tender document in e-procurement portal</b>	09-01-2019 at 11:00 Hrs
10	<b>Date and Time of Opening of Tender (Technical Bid ) in e-procurement portal</b>	10-01-2019 at 11:30 Hrs.
11	<b>Bank account details of Chennai metro rail Ltd</b>	<b>i. Bank Name : Corporation Bank, Ashok Nagar Branch, Chennai</b> <b>ii. Account No. 510341000054264</b> <b>iii. IFSC code : CORP0000578</b>
12	<b>Bidders barred from bidding of this tender</b>	Single or JV under suspension, debarred, black-listed , by GOI, GOTN, PSUs, Metro rail corporations, CMRL or whose contracts were terminated as on date of submission of bid are ineligible to apply for this tender

With regards,

  
S.Satheesh prabhu,  
JGM(RSO)

Chennai Metro Rail limited.,

**E-Tender for procurement of procurement of Token / Coin counting machine**

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**Chennai Metro Rail Limited**  
(A Joint Venture of Govt. of India and Govt. of Tamil Nadu)

CMRL/OPN/RC/Procurement / 010/2015/16

Date:10.12.2018

**Sub: Invitation of e-tender for “supply of Token /Coin counting machine Under two bid system”**

Chennai Metro Rail Limited (CMRL) is a Joint Venture of Government of India (GOI) and Government of Tamil Nadu (Go TN) and is entrusted for implementation of Metro Rail project in Chennai City. Sealed quotations are invited from the agencies for **“Procurement of Token / Coin Counting Machine Under two bid system”** having following details:-

Sl. No.	Name of the Item	Qty.	Specifications.
1	Token / coin counting Machine	6Nos.	Detailed technical specifications and compliance sheets are attached in <u>Annexure -A</u>

**1. Instructions to the Bidders:**

i. **CPP portal:** The procurements of goods and services of CMRL will be done through e-procurement. This is implemented to ensure free & fair vendor participation, and to ensure greater transparency in procurement.

ii. **Eligibility to participate in tender:**

- Tenders are open to all eligible bidders. In order to submit the bid, the bidders have to get themselves registered on-line on the e-procurement portal (<http://eprocure.gov.in/eprocure/app>) with valid Class II/ III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.
- The on-line registration of the bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under **“Individual”** category and if the bidder is a proprietorship firm/partnership firm/Joint venture/company/consortium then registration should be under **“Corporate”** category.
- The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or authorized person.

iii. **Enrolment:** To participate in e-procurement all vendors must enroll themselves with the CPP Portal. The procedure mentioned below is to be followed:

- Ø Go to [“http://eprocure.gov.in/eprocure/app”](http://eprocure.gov.in/eprocure/app) web site.
- Ø Click on **“Click here to enroll”**. It will take you to **‘online enrolment’** screen.
- Ø Against **User type**, select either ‘individual’ or ‘corporate’.
- Ø Please specify your **log in ID**, indicated in the application while applying for DSC

- ∅ Please create your own **password**. Before creating, please refer to '**Password Policy**' that appears on the right side of the screen. Password should be in accordance with that policy.
- ∅ **Confirm the password** once again.
- ∅ Click on "**Next**"
- ∅ You will see a screen which will have several fields. Please fill as many fields as possible, but Keep it in mind to **fill all mandatory fields which are marked with an asterisk (\*)**.
- ∅ After entering the fields, click on "**Submit**".
- ∅ You will get a message that Log in ID registered successfully, that completes your entry.

**iii. Registration:** Tenders are open to the eligible bidders, In order to submit the Bid, the bidders have to get themselves registered on-line on the e-Procurement portal (<http://eprocure.gov.in/eprocure/app>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. The on-line Registration of the Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under "Individual" category and if the bidder is a proprietorship firm/partnership firm/Joint venture/Company then registration should be under "**Corporate**" category. The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or his duty authorized person.

**iv. Tender dates:** Tenders will be published on-line on <http://eprocure.gov.in/eprocure/app> website and eligible bidders having Class II/ III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, will be able to participate.

**v. Detailed instructions on procedure of Submission of Bid are detailed below:**

**a.** It is the directive of Govt. of India to process tendering on line to ensure transparency, and fairness in the process and security of documents. Hence, the bidder has to submit the bids on line in the system available at the above referred portal. The bidder has to agree to the on-line user portal agreement. Then only the system will permit the bidder to proceed further in the system. He has to fill all mandatory fields indicated by an asterisk (\*). All documents indicated to be submitted in 'cover details' are to be enclosed without fail. These documents are to be uploaded only in.doc or .pdf or .jpg or .rar formats. Deviations in tender if any are to be mentioned in the document 'Deviation'. If 'Deviations' have cost implications, the same are to be explained in the document and the corresponding cost is to be indicated in the BOQ provided in the field. In case of difficulty in filling the form, the undersigned may be contacted.

**b. Price Bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered services on this Excel file. Thereafter, in the '**Item Rate**' **BOQ** format the bidder should quote for all the tendered items. Where, any row or column is not applicable, the bidder has to indicate '0' against this. The system will generate a comparative statement. Therefore, all costs are to be indicated in the BOQ format. **Order will be finalized on technically cleared, L-1 offer. Lower bidder may be chosen from the Total amount quoted inclusive of tax.** The bidder may modify and resubmit the bid on-line, if he wishes before the bid submission date and time. The system

will accept only the last submitted bid. Bidder can find out the status of his tender on line, any time after opening the bids. **The tenderer should not rename the BOQ file or modify the format while uploading in the system. The file name should be the same as the file given in the tender.**

c. **All bids are to be submitted on-line on the website <http://eprocure.gov.in/eprocure/app>.**

d. **Withdrawal of Bid:** Bidder may withdraw a bid submitted already before the bid submission date and time.

e. **Tender received offline won't be considered.**

f. **Bid Validity:** The validity period of the bids shall be **180 (ONE HUNDRED EIGHTY) days** from the last date of submission of bid. The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter any terms/conditions thereof without the written consent of CMRL. If a bidder is found violating this condition, CMRL shall have right to take appropriate further action.

g. The bidder will be responsible for safe rendering of services to CMRL as mentioned above. The L1 bidder will be decided by the system on the basis of total amount. It will be calculated automatically by the system based on the price quoted by the bidders, by summing up the basic rate with other price elements, as given by the bidders on-line. Non submission of any price component by bidder will be taken as 'zero' by the system, the evaluation will be done accordingly and that price element will be assumed to be included in the basic price quoted by the bidder.

h. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMRL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

i. The Technical bids will be decrypted and opened online, on or after the scheduled dates and time. Till such time, the bids will be only in the encrypted form. After the scheduled time, the bids will be opened by stipulated *Bid Openers* with their Digital Signature Certificates (DSC). The Technical-bids shall be evaluated based on the information furnished by bidders. If any clarification is required from bidder, CMRL will seek such clarifications.

j. After evaluation of Technical-bids, all the bidders who participated in the tender will get information regarding their acceptance. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of price-bid for **TWO BID SYSTEM.**

k. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and

opened on-line, on or after the scheduled date and time by the Bid Openers with their Digital Signature Certificates (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

**vi. GOVERNING OF TENDER**

Any order resulting from this tender enquiry, shall be governed by the terms & conditions of the tender, and the tenderer quoting against this enquiry, shall be deemed to have read and understood the same.

**vii. VALIDITY OF TENDER**

The tender must be valid for a minimum period of **180 days** from the date of the tender opening. In exceptional circumstances, CMRL may request for extending the period of validity for a specified additional period. CMRL request and tenderer response shall be made in writing / email.

**viii. FRAUDULENT PRACTICES**

The highest standard of ethics shall be observed during execution of the contract. The firm shall not be eligible to participate, where it has been determined to have engaged in corrupt or fraudulent practices. In this regard decision of CMRL will be final and binding on the tenderer.

**ix. COST OF TENDERING**

The tenderer shall bear all the costs associated with the preparation and submission of its offer, and CMRL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process including cancellation of this tender process.

**x. CONTENT OF TENDER DOCUMENTS**

The tenderer is expected to examine the tender documents, including all instructions, forms, terms and specifications. Failure to furnish all information that are required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the tenderer's risk and may result in rejection of their tender. CMRL decision in this regard is final and binding on them.

**xi. CURRENCIES AND PAYMENTS**

The rates quoted by the tenderer shall be in the same currency as indicated in the BOQ (price bid).

**xii. CLARIFICATION on "TECHNICAL & COMMERCIAL" TERMS OF THE TENDER**

To assist in examination, evaluation and comparison of "Technical and Commercial" part of the Tenders, CMRL may at its discretion, seek from the tenderer individual clarification of their Tenders if so required. The request for clarification and the response shall be in writing, fax or e-mail, but no change in the rates or prices or substance of the tender shall be sought, offered or permitted. After receiving all clarifications, technical acceptance of the tender will be finalized.

**xiii. OPENING THE "BOQ (PRICE BID)"**

After receiving all clarifications and technical acceptance of the tender by CMRL, BOQ ("Price Bid") shall be opened of only those technically accepted and cleared tenders, which, in the view of CMRL, have met the requirements of the Technical terms. CMRL's decision in this regard will be final.

**xiv. CLARIFICATION ON THE "BOQ"( PRICE BID)**

To assist in the examination, evaluation and comparison of tenders, CMRL may, at its discretion, seek from the firm's individual clarification of their tenders if so required. The request for clarification and the response shall be in writing by fax or e-mail, but no change in the rates or prices or substance of the tender shall be sought, offered or permitted. CMRL reserves the right to accept or reject any deviations, variations or alternative offers which are not submitted in accordance with the tender documents.

**xv. CMRL'S RIGHT TO ACCEPT OR TO REJECT TENDER**

CMRL reserves the right to accept or reject any tender, to cancel the tender process and reject all tenders at any time prior to award of the contract, without thereby incurring any liability to the affected Firm any obligation to inform the affected Firm of the grounds for CMRL action.

**xvi. COUNTER OFFER**

Where counter terms & conditions are offered by the tenderer, the tenderer shall not be governed by those, unless, specific acceptance of the same is conveyed in writing by CMRL.

**xvii. AWARD CRITERIA**

CMRL will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and technically accepted and has been evaluated as **L1 on total bid amount inclusive of taxes quoted in price schedule.**

**xviii. NOTIFICATION OF AWARD:**

Prior to the expiration tender validity period, CMRL will notify to the successful Tenderer in writing or e-mail or by registered letter, that their offer has been accepted. A detailed Purchase Order with agreed terms and conditions will be issued to the successful Tenderer.

**xix. DISCRETION TO ALLOCATE WORK:**

CMRL reserves right to accept or reject any or all tender without assigning any reason thereon

whatsoever. The Tenderer shall have no right to withdraw his offer once he has quoted for the same. The contract will be released either in full or part thereof at CMRL discretion.

2. **Bid security (EMD - Earnest Money Deposit):**

- i. The EMD shall be made payable without any condition to the CMRL. An amount of **Rs.2,607 /-(Rupees – Two Thousand six Hundred and seven Only)** is required to be paid online through NEFT/ RTGS to CMRL Bank Account, as bid security. The UTR no is required to be filled with the form for eligibility criteria from the tender and same need to be signed and submitted along with the technical bids. No other mode of payment shall be accepted.
- ii. Any bid document submitted without the EMD in the approved form will be summarily rejected. **No interest is payable for the EMD amount.**
- iii. Bid securities of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity & latest on or before one month after the award of the contract. The Bidders Bank details need to be mentioned from the eligibility criteria for the tender and same need to signed and submitted along with the technical bids.
- iv. The EMD of successful bidders will be returned back within 30days of delivery of items.
- v. As per CMRL policy, No exemptions for Tender Fee & EMD are permitted to bidders based on MSME or NSIC certificates.
- vi. EMD shall stand forfeited, if bidders:-
  - a. Revokes or cancel their tender after submission or vary any terms thereof without the consent of the CMRL.
  - b. Changes/varies any terms and conditions mentioned in P.O. thereof without the consent of the CMRL.

3. **Performance bank Guarantee:**

- i. To ensure due performance of the contract, performance security is to be given from only **Public Sector Bank** by the successful bidder awarded to the contract.
- ii. **Performance Security will be 5% of the value of the contract.** Performance Security may be paid online through CMRL bank Account
- iii. Within 14 days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security from provided in the bidding documents.



- iv. Performance security should remain valid for a period of 02 months beyond the date of completion of all contractual obligations of the supplier including warranty. No interest will be paid for the performance bank guarantee during the validity of B.G.
- v. The proceeds of the performance security shall be payable to the CMRL as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
  - vi. If the successful bidder fails to furnish a performance bank guarantee, then the Earnest Money Deposit shall be liable to be forfeited by CMRL.

#### **4. Bid Price:**

The prices should be quoted in Indian Rupees with delivery of item at CMRL failing which the bid would be rejected. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

- If any variation arises between the Unit Rate and the corresponding quoted Total Cost, then the Unit Rate will prevail for calculation of the Total Cost.
- In case of any discrepancy between the prices quoted in words and in figures, lower of the one shall be considered.
- Conditional bids would be summarily rejected.
- Price should be quoted as per BOQ price schedule downloaded from CPP portal.

- 5. Dealers participating should **enclose certificate from their parent manufacturer company.**

#### **6. Warranty & Guarantee:**

- (a) Supplier is required to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defects. Any goods repaired or replaced by the supplier shall be delivered at the CMRL premises without costs to the CMRL.
- (b) Warranty / guarantee (*applicable from the date of Acceptance of the items by CMRL*) should be given in the form of certificate indicating the warranty period along with the terms & conditions for the warranty / guarantee.

#### **7. Delivery details:**

The item should be delivered at CMRL Metro stations as per the requirement of CMRL within **02 week** from the date of reception of Purchase Order. The supplier shall be responsible for the safe arrival of goods at consignee end. No delivery charges shall be paid by CMRL.

#### **8. Evaluation of Quotation:**

- (a) The quotations would be evaluated and compared based on the substantial responsiveness to the technical specifications set out in bidding documents.
- (b) CMRL has the right to accept or reject any tender with deviation in technical specification for appropriate cases in the interest of CMRL.
- (c) **The tender will be evaluated on total bid price inclusive of tax quoted in price schedule.**
- (d) The price bid of eligible firms will be opened and work order would be considered on the eligible lowest bidder subject to their capacity and performance.
- (e) CMRL reserves the right to accept or reject any tender without assigning any reason thereof at any stage. It is open to CMRL to alter the conditions of the tender schedule in appropriate cases in the interest of CMRL. No representations will be entertained in the matter of selection of the LI.

**9. Payment terms:**

100% payment would be released through RTGS/NEFT within thirty days on receipt and acceptance of items against the following documents:

- a) Original invoice duly signed by the authorized signatory
- b) Item Acceptance Certificate duly signed and sealed from authorized representative of CMRL after delivery of all the items in full quantity as mentioned in Purchase Order.
- c) Warranty/Guarantee certificate for the items supplied
- d) PAN Card number, Bank Account details, Bank address, RTGS details and GST details of the Agency are to be forwarded along with the Invoice.

In case if you are registered under MSME Act, 2006, the copy of the registration certificate to be provided.

**10. Validity of Quotation:**

Quotation shall remain valid for a period of **180 days** from the date of bid opening.

**11. Supply of items:**

The number of items to be supplied is indicative only and the same may be varied during the period of bid validity period. The bidders should provide the item as per the rate quoted in the bid based on the requirement of CMRL.

**12. Agency details:**

The Agency has to fill in the vendor detail form enclosed with this Tender Document as **Annexure-B** and same shall be forwarded along with quotation.

**13. Jurisdiction:**

The court of jurisdiction is Chennai. The English language shall be the official language for all purpose.

**14. Quotation submission:**

Quotation should be submitted only via E- Tender on or before the date & time mentioned below:

<i>S.no.</i>	<i>Particular</i>	<i>Schedule of tender opening</i>	
		<i>Date</i>	<i>Time</i>
1.	Last date for submission of bid document	<b>09.01.2019</b>	<b>11:00 hrs.</b>
2.	Opening of Technical Bid document	<b>10.01.2019</b>	<b>11:30 hrs.</b>

15. If the tenderers want to mention any specific condition, it should be clearly mentioned on the covering/forwarding letter only, and which shall be placed on the first page of the technical bid. Any special conditions mentioned in any other documents will not be given any consideration.

16. In the event of the contractor backing out/violation of the contract in the midway without any explicit consent of CMRL, the contractor will be liable for the recovery of higher rates vis-a-vis contracted rates, which may have to be incurred by CMRL on procurement of said item by alternative means.

**Manger (Revenue)**  
*Chennai Metro Rail Limited,  
CMRL depot, Admin Building,  
Poonamallee High Road,  
(Opp. to Daniel Thomas School)  
Koyambedu, Chennai – 107”  
E-Mail – [mgrrev@cmrl.in](mailto:mgrrev@cmrl.in);  
Contact - 9445868299.*

**17. Amendment of bid document:**

At any time prior to the deadline for submission of bid, the CMRL may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the bid document by the issuance of addendum in E-portal / official website [www.chennaiemrortrail.org](http://www.chennaiemrortrail.org) or through email. In order to afford the Bidders a reasonable

time for taking an addendum into account, or for any other reason, the CMRL may in its sole discretion, extend the Bid due date.

We look forward to receiving your quotations and thank you for your interest.

**Note:-**

If due to any exigency, the due date for opening of tender is declared closed holiday, in such case the tenders will be opened on next working day at the same time or any other day/time as intimated by the CMRL.

**With regards,**



**S.SathechPrabhu**

**JGM(RSO)**

**For & on behalf of CMRL**

**Annexure – A**

**Technical Compliance For Token / Coin counting Machine**

<b>S.N O</b>	<b>Technical Compliance</b>		<b>To be filled and signed by the bidder</b>	
	<b>PART</b>	<b>DESCRIPTION RANGE</b>	<b>Compliance (YES/NO)</b>	<b>If NO, state the deviation</b>
1	Name of the item	Token / coin counting Machine		
2	Width	220mm – 260mm		
3	Depth	350mm - 380mm		
4	Height	160mm – 210mm		
5	Voltage	220 – 240V / 50 Hz.		
6	Power	40W to 45W		
7	Weight	Up to 9kg.		
8	Speed	Minimum 2000 coins / min.		
9	Token/Coin Diameter	Up to 35mm		
10	Token/Coin Thickness	Up to 3.5mm		
11	Hopper capacity	2000 to 3000pcs		
12	Display	LED Display		
13	Warranty (Includes all repair / Spare parts replacement etc.,)	Minimum One year		

Signature & Stamp of the Bidder

Date

**Annexure – B**

**Vendor Information Form**

Note: Bidders are requested to furnish the following information and enclose along with quotation.

<b>Name &amp; Address of the Company :</b>				
<b>Name &amp; Designation of the key person</b>				
<b>Contact information</b>	<b>Mobile no:</b>	<b>Telephone No :</b>	<b>Fax No:</b>	<b>Email :</b>
<b><u>Bank details</u></b>				
<b>Bank name</b>				
<b>Beneficiary name</b>				
<b>Bank address</b>				
<b>Bank account no.</b>				
<b>IFSC code</b>				
<b>PAN No.</b>				
<b>GST no.</b>				
<b>EMD online transaction number with date</b>				

**Date:**

**Signature & Stamp of the Bidder**

## Annexure – C

### Performance Bank Guarantee Bond

Managing Director,

Chennai Metro Rail Limited

1. In consideration of the "Chennai Metro Rail Limited (CMRL)" having agreed to accept from \_\_\_\_\_ (hereinafter called "the said contractor/s with address), under the terms and conditions of an Agreement/Acceptance letter dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said contract agreement") the Performance Guarantee for the due fulfillment by the contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs \_\_\_\_\_ (Rs. \_\_\_\_\_ only) we,

\_\_\_\_\_ (indicate the name of the Bank hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ contractor/s do hereby undertake to pay the CMRL an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered by or would be caused to or suffered by the CMRL by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name and address of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the CMRL stating that the amount claimed is by way of loss or damage caused to or suffered by the CMRL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to CMRL under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the CMRL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute any unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s)/suppliers

(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name and address of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the CMRL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ office/Department CMRL certifies that the

terms and conditions of the Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ (date of completion + 6 months) we shall discharged from all liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name and address of the Bank) further agree with the CMRL that the CMRL shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the CMRL against the said contract and to forebear 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 contractor/s or for any forbearance act or omission on the part of the CMRL or indulgence by the CMRL to the said Contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s) Supplier(s).

7. We, \_\_\_\_\_ (indicate the name and address of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the CMRL in writing. This Bankers Guarantee payable at a designated Bank Branch located in Chennai.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

For \_\_\_\_\_

(The name of Bank)

Seal of the Bank

Witness 1: Name and address

Witness 2: Name and address