



नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

विजयपुर इकाई: विजयपुर – ४७३१११

जिला: गुना (म.प्र.)

दूरभाष: 07544.273691 / 273050

फैक्स: 07544.273089



National Fertilizers Limited

(A Government of India Undertaking)

Vijaipur Unit: Vijaipur - 473111

Dist: Guna (MP)

Phone: 07544 – 273691 / 273050

Fax: 07544 – 273089

S.No.	Item Code	Item Description	Item Quantity	UOM
DRUM UNIT FOR BROTHER PRINTER				
2	ST0001086	DRUM DR-2365 FOR BROTHER LASER JET PRINTER MODEL: HL-L2321D	50	NOS

SPECIAL NOTES:

- 1) Bidders shall make sure that they shall quote their rates inclusive of all charges (P&F charges, any statutory taxes etc.) on FOR NFL VIJAIPUR STORES (i.e., FREIGHT CHARGES UPTO NFL VIJAIPUR STORES-GUNA; MADHYA PRADESH SHALL BE INCLUSIVE IN YOUR RATES). Transit Insurance shall be in NFL scope. No additional ate shall be provided in your bid as the same shall not be entertained and your bid shall be liable to be rejected instantly.**
- 2) Bidders have to submit the technical checklist (Annexure-II) which is attached along with the bid.
- 3) Only OEM or its authorized dealer/distributor/channel partner can participate in this bid. In case of non-OEM, kindly confirm to submit valid authorization along with the bid. Failure to do so may lead to rejection of your bid.
- 4) Rest of the terms and conditions shall be as per the mentioned terms and conditions, Special Terms and Conditions (STC), Terms and conditions of the GeM Portal. No deviation shall be entertained in this case or else, your offer shall be liable to be rejected in case of any deviation.

Thanking you,
Yours faithfully
For & on behalf of
National Fertilizers Limited

Ayush Kumar
AM (Materials)

कॉरपोरेट कार्यालय: ए-11, सेक्टर – 24, नोएडा – 201301 (उ.प्र.), दूरभाष: 0120-2412383, फैक्स: 0120-2422384

Corporate Office: A-11, Sector – 24, NOIDA – 201301 (U.P.), Tel: 0120 – 2412383, Fax: 0120 - 2412384

पंजीकृत कार्यालय: स्कोप कॉम्प्लेक्स, कोर 3, 7, इंस्टीटयुशनल एरिया, लोधी रोड नई दिल्ली – 110003, दूरभाष: 24360066, फैक्स: 24361553

Regd. Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi 110003 • Tel: 24360066 • Fax: 24361553

CIN No. L74899DL1974GOI007417

Website: <http://www.nationalfertilizers.com>

Facebook: @nationalfertilizers

Appendix-I

Techno-Commercial Checklist (To be filled, duly signed, stamped and uploaded by the bidder)		
S.No.	Description	Vendors Comment (Agreed / If not Agreed, Please Comment)
1	Status of Bidder	OEM: (BROTHER) or Non-OEM (AUTHROISED DISTRIBUTOR/ DEALER/ CHANNEL PARTNER)
2	In case of NON-OEM, submission of valid authorisation from OEM of the aforesaid item. Failure to do so may lead to rejection of your bid.	
3	Offer reference no. and date: Bidder must mention the reference no. of their offer and date. This shall be mentioned in every communication with the bidder for the tender.	
4	Details which shall be required for the tender and to be mentioned in the Purchase Order in case of Placement of PO	Name of the Firm which shall be mentioned in the Purchase Order in case of placement of PO
		Address of the Firm which shall be mentioned in the Purchase Order or any further communication
		Contact Details (Name, email address and Mobile Number of the Concerned Official to whom contact shall be made during the currency of the tender as well as PO)
5	Confirmation to provide the items as per the mentioned description and at the mentioned quantity	
6	Documents to be submitted along with the bid	a. Certificate from OEM regarding their valid authorization in case of non-OEM bidders
7	Delivery Period	To be indicated by the bidder
8	Payment Terms	100% of Purchase Order value towards supply and service (Successful Installation, Commissioning Demonstration) portion plus 100% taxes towards supply and service portion within 30 days after Receipt & Acceptance of Material at our site through RTGS. As per Clause no. 12 (Payment Authority and Payment Terms), sub clause (i) (FOR GOODS) under General terms and Conditions of GeM which is as follows: "In case of goods, 100% payment will be released within ten (150) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC." Please note that no deviation in the payment terms shall be acceptable in the current case and in case of any deviation, your offer shall be liable to be rejected outrightly.
9	Liquidated Damages /Penalty for Late Delivery	Refer STC Clause no. 2 (Appendix-II) No Deviation is acceptable in this case. Failure to do so may lead to rejection of your bid.
10	Model Clause of Procurement	Bidders have to submit Annexure for Model Clause (Ref Annexure-II: Model Clause Certificate: Public Procurement) along with the bid.

Techno-Commercial Checklist (To be filled, duly signed, stamped and uploaded by the bidder)		
S.No.	Description	Vendors Comment (Agreed / If not Agreed, Please Comment)
11	Bank Account Details	(i) Bank Account No. (ii) Account Type: Current/Savings (iii) Name of Bank (iv) Branch Name (v) Branch Address (vi) IFS/NEFT/RTGS Code (v) MICR Code (vi) Income Tax PAN of Beneficiary
12	Acceptance of Terms and Conditions of STC and GeM	Vendors will confirm their acceptance to the Terms and Conditions of the NIT/STC and GeM without any deviation and upload a complete set of STC duly signed and stamped on each and every page as token of acceptance of terms and conditions. No commercial deviation shall be entertained in this case or else, your offer shall be liable to be rejected in case of any deviation on commercial terms and conditions.
13	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. No commercial deviation shall be entertained in this case or else, your offer shall be liable to be rejected in case of any deviation on commercial terms and conditions.

We hereby declare that we have read, understood and accepted all terms & conditions of NIT/STC without any deviation. As a token of same, we are uploading herewith digitally signed Tender Document

Signature & Stamp of Tenderer

Date:

Special Terms and Conditions (STC)

- 1) **Payment Terms:** 100% of Purchase Order value towards supply and service (Successful Installation, Commissioning Demonstration) portion plus 100% taxes towards supply and service portion within 30 days after Receipt & Acceptance of Material at our site through RTGS. As per Clause no. 12 (Payment Authority and Payment Terms), sub clause (i) (FOR GOODS) under General terms and Conditions of GeM which is as follows: "In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC." Please note that no deviation in the payment terms shall be acceptable in the current case and in case of any deviation, your offer shall be liable to be rejected outrightly.
- 2) **Liquidated Damages /Penalty for Late Delivery:** It shall be obligatory on the part of Suppliers to adhere strictly to the deliveries quoted and accepted by us in our Purchase Order/Contract/Delivery Order whichever is applicable. In case of delay in supplies, unless extension of delivery has been granted, in writing, by NFL on application by the supplier, NFL may, at its option either:-
- recover from the supplier as liquidated damages as **per Clause no. 15, sub clause (iii) (Liquidated Damages) under General terms and Conditions of GeM** which is as follows:
"If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever."; or
 - purchase elsewhere on account of and at the risk and cost of the supplier, the stores not delivered; or
 - cancel the order without prejudice to the rights of NFL under (i) and (ii) above
- 3) **Purchase Preference Benefit under Make in India:** Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No. P-45021/2/2017-BE-II dated 15th June 2017 of DIPP and subsequent orders issued shall be applicable in this tender. Bidders seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment. The salient features are as under:
- Minimum local content: The 'local content' requirement to categorize a supplier as 'Class I local supplier' is minimum 50%.
 - For 'Class II local supplier', the local content requirement is minimum 20%.
 - Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.

Bidders have to submit the duly filled, stamped and signed form enclosed at Annexure-I: Self-Certification Form: Make In India (Local Content) along with the bid.

- 4) **Model Clause regarding Restrictions on Public Procurement from certain countries:** With reference to OM No. F.7/10/2021-PPD dated 23.02.2023 (as amended thereafter); any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annexure- I of Order F.7/10/2021-PPD dated 23.02.2023. Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The definition regarding "Transfer of Technology (ToT)", "Specified Transfer of Technology (ToT)", "Bidder"; "Bidder from a country which shares a land border with India"; "Beneficial Owner" etc. shall be as per the Definitions clauses at sl no. 8 to 16 of Order (OM No. F.7/10/2021-PPD dated 23.02.2023).

Bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit the duly filled, stamped and signed form enclosed at Annexure-II: Model Clause Certificate: Public Procurement detailed therein along with the bid documents.

- 5) **MSME vendor Payment through TReDS:** Gol has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.

The detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla

Contact No.: 8090051171

E-mail id : prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard payment terms agreed in PO / contract.

All financing cost for using the facility shall be borne by the MSME bidder only.

- 6) **Submission of Earnest Money Deposit (EMD):** Tenderers must submit Earnest money deposit of **₹ 25,000 /-** (EMD) will be submitted by way of:

i) E Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-

a. NFL's Account No. 1 0 3 4 6 6 7 3 3 1 1

b. Name of Bank: State Bank of India

c. Branch Name: NFL Vijaypur (NFL Complex)

d. Branch Code: 30282

e. IFS Code: SBIN 0030282

After depositing the amount through RTGS/NEFT, the bidders will be required to immediately inform us the details of amount deposited i.e. Depositor's name, our NIT No. and nature of deposit (i.e. Cost of tender form/EMD/SD-PBG etc.) through e-mail to facashvp@nfl.co.in.

Or

ii) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per our prescribed format (see **Annexure-VI: Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)**). The Bank Guarantee should be valid for a period of 120

days from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

ON-LINE CONFIRMATION OF BANK GUARANTEE THROUGH SFMS:

The Vendor/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e ICICI Bank Ltd, K1, Senior Mall, Sector 18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:

- a. IFN 760 COV for issuance of bank guarantee.
- b. IFN 767 COV for amendment of bank guarantee.
- c. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
- d. Issuing bank shall be mention NFL beneficiary code as "NFLNATIONAL04022015" field 7037 of IFN 760 COV/IFN 767 COV.

iii) Cheques shall not be accepted in any case.

- a. Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by Bank Guarantee, it should be ensured by the vendor that the original Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of Bank Guarantee given online by the vendors. There is no exemption to any category of tenderers from submission of Earnest Money.
- b. Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.
- c. Earnest Money of the successful tenderers shall be returned on submission of security deposit.
- d. Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible.
- e. No interest will be paid on the Earnest Money Deposit.
- f. EMD submitted by the successful tenderers can be adjusted against SD or PBG or SD cum PBG.

7) **Type of Deposit:** Successful Tenderer, for the faithful and proper fulfillment of the contract, shall have to furnish **Security Deposit cum Performance Bank Guarantee (SD cum PBG) / Security Deposit (SD) / Performance Bank Guarantee (PBG)** equivalent to 10% (Ten Percentage) of Order Value within 30 days of receipt of Purchase Order and the same shall be furnished in the form of:

- i. E Transfer in NFL's Bank A/c Details as under:
 - a. NFL's Account No. 1 0 3 4 6 6 7 3 3 1 1
 - b. Name of Bank: State Bank of India
 - c. Branch Name: NFL Vijaypur (NFL Complex)
 - d. Branch Code: 30282
 - e. IFS Code: SBIN 0030282

OR

- ii. By way of a Bank Guarantee from any Nationalized/Scheduled Bank (except Rural and Co-operative Banks) in the format prescribed by NFL (see Annexure M). The Bank Guarantee should be valid for the period covering the **Full Delivery Period + Guarantee Period plus a claim period of 3 months**. The Bank Guarantee should be submitted by bankers directly to NFL in a sealed envelope (by Registered AD Post only).

ON-LINE CONFIRMATION OF BANK GUARANTEE THROUGH SFMS:

The Vendor/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e ICICI Bank Ltd, K1, Senior Mall, Sector 18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:

- a. IFN 760 COV for issuance of bank guarantee.
- b. IFN 767 COV for amendment of bank guarantee.
- c. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
- d. Issuing bank shall be mention NFL beneficiary code as "NFLNATIONAL04022015" field 7037 of IFN 760 COV/IFN 767 COV.

- a. Deposit/BG shall be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. NFL shall have the sole discretion to 'Call in' the Bank to pay the whole or part of the amount of Bank Guarantee.
- b. The above Deposit/BG shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.
- c. In the event of breach of any of the terms and conditions of the contract, NFL shall have the right to draw from the Bank Guarantee/Deposit either the whole or part of value of Bank Guarantee or Deposit and tenderer shall make good the value of Bank Guarantee/Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.
- d. The amount so drawn shall not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing hereupon.
- e. In the event of forfeiture of whole or part of the Deposit/BG, the tenderer shall deposit further sum/sums so as to maintain the full security amount deposit as per Para above.
- f. The Deposit/BG shall be refunded after contract has been successfully completed and certificate to that effect has been issued by NFL. It shall be lawful for NFL, if any difference or dispute is likely to exist, to defer the release of Security Deposit or any portion thereof, which may be due for release until such difference and dispute had been finally settled or adjusted.
- g. The Security Deposit amount shall not carry any interest.

Annexure-I: Self-Certification Form: Make In India (Local Content)

-(On Party/Company's Letter Head)

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Vijaipur Guna (M.P) 473111

Sub: ~~Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 16.09.2020~~

Sir,

I.....(authorized.....signatory)..... for
M/s.....a 'Class I Local Supplier' / 'Class II Local Supplier' (**Tick appropriate option
& cut the other one**) 'at the time of tender, bidding or solicitation hereby confirm that the item meets the Local
Content requirement for Class I Local Supplier' / 'Class II Local Supplier' (**Tick appropriate option & cut the other
one**) and the Local Content percentage is.....

I also certify that the bidder M/s..... has not been debarred by any procuring entity
from violation of this order.

The details of the location(s) at which the local value addition made is/are as under:

[Factory Address]

.....
.....
.....

For M/s.....

Authorized Signatory

(with company seal & Name)

Annexure-II: Model Clause Certificate: Public Procurement

Certificate regarding Procurement from a Bidder of a country which shares a land border with India

(On Party/Company's Letter Head)

[Tick appropriate option & cut the other one],

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Vijaipur-Guna (M.P)-473111

Sub: Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020

Sir,

I..... [authorized signatory] for M/s.....[Vendor Name & address] have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I hereby certify that M/s..... [Vendor Name & address] is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered.

or,

However, if any bidder falls in the category of bidders as indicated in the Definitions clause at S.no. 12, 13, 14 & 15 of Order No. F.7/10/2021-PPD dated 23.02.2023, should submit the certificate as under:

I..... [authorized signatory] for M/s.....[Vendor Name & address] have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I hereby certify that M/s..... [Vendor Name & address] is **from such a country which shares a land border with India** and has been registered with Competent Authority (specified in Annexure- I of Order **F.7/10/2021-PPD dated 23.02.2023**) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered.

The evidence of valid registration by the Competent Authority is attached herewith.

For M/s.....
Authorized Signatory
(with company seal & Name)

Annexure-III: Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)

(To be prepared on Stamp paper issued in the name of Bank)

In consideration of National Fertilizers Limited (NFL), having its Registered Office at SCOPE Complex, Core III, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called as 'NFL' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called the, 'the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender No _____ for _____ hereinafter called "the said tenderer" of such Bid Security Deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender _____ for _____ on production of Bank Guarantee for Rs. _____ (Rupees _____ only).

1. We _____, the bank, hereinafter referred to as 'the bank' do hereby undertake to pay to NFL an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us).
2. We _____, the bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. 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. _____ (Rs _____ only).
3. We _____, 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 finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of NFL under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of NFL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ to include three months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.
4. We _____, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated _____ day of _____ 2017

Corporate seal for Bank

Annexure IV: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)

(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part. WHEREAS in pursuance to the agreement No. _____ dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)** for Rs. _____. CONTRACTOR accordingly agrees to furnish the **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)** as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)** have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)** is limited to Rs. _____.
2. This **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)** shall be valid for an initial period of _____ Months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)** shall become null and void.
3. This **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)** shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)** will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid; and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD-CUM-PBG) / SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG)** is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____
(Indicate the name of the Bank with stamp)