

AIRPORTS AUTHORITY OF INDIA

CENTRAL RADIO STORES DEPOT

SAFDARJUNG AIRPORT, NEW DELHI – 110 003.

TENDER NOTICE

REF. AAI/CRSD/P/2003/Semiconductor spares

TENDER NO. CRS/P/05-06/02

TITLE

PROCUREMENT OF ICs

S.No. CRS/P/05-06/02/

CONTENTS OF THE TENDER

S.No.	Section/Annexure	Particulars	Page No.
1.	Section-A	Instructions to the Tenderer	4-7
2.	Section-B	Tender Requirements –	8-14
		General Terms & Conditions	
3.	Annexure-I	List of spares	15-17
4.	Annexure -II	Confirmity Certificate	18
4.	Annexure-III	Proforma of Performance	19-20
		Bank Guarantee	

AIRPORTS AUTHORITY OF INDIA

TENDER NOTICE NO. CRS/P/05-06/02

O/o GENERAL MANAGER, CENTRAL RADIO STORES DEPOT, SAFDARJUNG AIRPORT, NEW DELHI

Sealed item rate tenders in the prescribed form are invited by General Manager, Central Radio Stores Depot, Airports Authority of India, Safdarjung Airport, New Delhi on behalf of Chairman, Airports Authority of India for supply of ICs.

Estimated cost is approx. 5.83 Lakhs

Tender document containing detailed terms & conditions can be obtained from the above office on remittance of non refundable DD of Rs.500/= in case collected in person or non-refundable DD of Rs. 700/- in case required by post. The DD should be drawn in favour of **Airports Authority of India**, payable at New Delhi.

OR

It may be downloaded from our website. Such downloaded documents must accompany a non refundable DD of Rs. 500/= in favour of Airports authority of India while submitting the bid towards the charges for the tender documents.

Sale of tender document from: 19/5/2005 to 08/06/2005 between 1030 hrs. and

1600 hrs. on all working days

Last date of submission of tender is: 14/06/2005 by 1430 hours IST

Date of opening of Technical Bid (Part I): 14/06/2005 at 1500 Hrs. IST

For further details visit Website: www.airportsindia.org.in or contact at office address / Telephone no. 24640611 before 08/06/2005.

General Manager, Central Radio Stores Depot

TITLE: Procurement of ICs

SECTION A

INFORMATION AND INSTRUCTIONS TO TENDERER

1. Purpose and Scope

- 1.1 This tender sets out the terms and conditions, general requirements and the operational and qualitative requirements to be met in supply of items as per Annexure "I" to Airports Authority of India (AAI).
- 1.2 This tender document includes requirement in respect of description of items & their quantity, delivery and consignee.
- 1.3 The tenderer shall assume complete responsibility for the configuration, design and performance of the spares to satisfy all technical and operational requirements as described in Annexure "I".

2. Tender Form

2.1 Tender (bid) Form consists of two sections namely A and B. The tenderer shall go through all the sections of the tender document and must comply for each section in accordance with the instructions contained in para 3 below.

3. Compliance

- 3.1 The instructions to the tenderer given in Section-A are binding on the tenderer and submission of the tender will imply unconditional acceptance of all conditions by the tenderer laid in Section-A. The compliance of remaining Section-B shall be submitted by tenderer as advised in following paras.
- 3.2 Each page of the Bid and cuttings/corrections shall be duly signed with stamp by the tenderer.

3.3 Correction in Bid

All changes, alterations, corrections in the bid shall be signed in full by the person(s) signing the bid, with date. No erasure and/or over writing is/are permissible.

4. Addressing

All completed bid documents and enquiries regarding clarification/interpretation in connection with this tender should be addressed to:

General Manager, Central Radio Stores Depot, Airports Authority of India, Safdarjung Airport, New Delhi – 110 003.

5. Language

In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English.

6. Contents of Tender

- 6.1 The Tender will be in two parts, Part-I (Technical Bid) and Part II (Price Bid).
- 6.2 Part-I, submitted in a separate sealed envelope marked "Part-I Technical Bid" will contain:
- 6.2.1 Earnest Money Deposit (EMD) please refer Para 7 of Section-B.
- 6.2.2 Power of Attorney/Authorization with a seal of the company, of person signing the bid documents.
- 6.2.3 The statement of compliance of section 'B': General requirements duly signed & stamped. (Read with 3.2 of section "A").
- 6.2.4 Detailed information on the tenderer's experience in supply.
- 6.2.5 A list of purchasers of similar items, in last five years along with quantity. Completion and Performance certificates from the user agencies should also be enclosed.
- 6.2.6 List of items as per Annexure-I.
- 6.2.7 Confirmity Certificate in the Performa given at Annexure II, if the item offered is of number **other than** that mentioned in Annexure I of Tender document.
- 6.2.8 Tenderer's company profile, financial status, valid ITCC (for Indian suppliers) and their last years balance sheet, as applicable.
- 6.3. Part-II, submitted in a separate sealed envelope marked "Part-II Pricing Schedule" will contain:
- 6.3.1 the pricing schedule indicating cost of the spares in the format as at Annexure-I.

- 6.3.2 it may be clearly understood and noted that the Part-II of the tender document is for pricing alone. No condition, whatsoever, should be stipulated in this part. Everything that the tenderer has to say, regarding tender, other than pricing should be stated only in the Part-I of the tender. If any conditions are stipulated in the Part-II of the tender, the tender is liable to be rejected.
- 6.3.3 both the parts I & II mentioned above will be submitted in SEPARATE SEALED ENVELOPES with the Tender No. and Part I "Technical Bid". Part II "Commercial Bid" appropriately indicated on top. These envelops should be enclosed in COMMON SEALED ENVELOP and should contain the following inscriptions on top of it:

Tender for supply of ICs Tender No. CRS/P/05-06/02 Due Date of submission: 14/06/2005 up to 1430 hrs IST.

6.4 Tenders once submitted shall be final and no amendment shall be permitted. A tenderer shall submit only one bid.

7. Rejection & Return of Tender:

- 7.1 Airports Authority of India (hereinafter abbreviated as AAI) reserves the right to reject any or part of tender without assigning any reason. The documentation submitted by tenderers shall not be returned unless the tenderer explicitly states this request at the time of submission of their tender. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any costs incurred in the preparation and submission of any tender.
- 7.2 If the tenderer gives wrong information in his Tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded, and forfeit the Earnest Money.
- 7.3 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing are liable for rejection.
- 7.4 Should a tenderer have a relation or relations employed in the capacity of an officer of AAI the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion may reject the tender or cancel the contract, if awarded and forfeit the Earnest Money.

8. Procedures for Opening of Tender Documents

8.1 Part-I containing technical part of the offer will be opened at **1500 HRS. IST ON 14/06/2005** in the presence of those tenderer's or their authorized

representatives who present themselves at the time of opening of the tender and who wish to attend.

- 8.2 Part-I of the tender accompanied with requisite earnest money shall be scrutinised and processed by AAI to ensure whether the same are in conformity with the technical requirements of the specification. Subsequent queries of AAI, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which, tenders shall be finalised on the basis of the information available. It shall, therefore, be in the tenderers' interest to give complete and comprehensive technical particulars/description and details of the spares equivalent to the spares in the tender.
- 8.3 No correspondence shall be entertained from the tenderers after the opening of Part II, Price Part of the Tender.

9. Standard Conditions

- 9.1 Standard printed conditions of the tenderer if simply attached to the offer will not be acceptable. Any deviation or departure from the provision of the tender conditions must be clearly brought out under the signature of the person signing the bid.
- 9.2 The tenderer shall quote the rates in English language and international numerals. The rates shall be in whole numbers. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used. In the event of any discrepancy, the rates quoted by the tenderer in item rate tenders will be the correct basis and not the amount worked out by them. Also the rates quoted in words will be the correct basis and not the rate shown in figures.
- 9.3 All entries in the tender shall either be typed or be in ink. Erasures shall render such tenders liable to summarily rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 9.4 Tenderer's offers, remarks and deviations shall be with reference to sections and clause numbers given in the tender schedules.

10. Award of Contract

- 10.1 The acceptance of the tender will be intimated to the successful tenderer by AAI by fax or by letter or like means.
- 10.2 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

@@@@@

SECTION B : General Requirements

S.No. REQUIREMENT STATEMENT OF COMPLIANCE

1. **Delivery Schedule**

1.1 The supply of entire quantity should be completed within 8 weeks from the date of issue of supply order.

2. Liquidated Damages

If the successful tenderer fails to complete the supply of items within time fixed under the contract, he shall pay to the AAI without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @ 1% of the total value of the undelivered items per week or part thereof subject to a maximum of 10% of total contract value.

3. Time: The Essence of Contract.

The time and date of completion of the works as contained in the suppliers proposal and as agreed to contractually after modifications, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors, which may have any bearing on the time schedule of the contract, and no extension in the schedule whatsoever shall be permitted on these accounts by AAI.

4. Delay & Non-Conformance

- 4.1 In case of time schedule including levy of liquidated damages for late delivery of spares as contained in para 1 & 2 above not being adhered to, AAI has the right to cancel the order wholly or in part thereof without any liability to cancellation charges and procure the goods elsewhere in which case the successful tenderer shall make good the difference in the cost of goods procured elsewhere and price set forth in the order with the successful tenderer.
- 4.2 In the event of rejection of non-conforming goods, the successful tenderer shall be allowed to correct the non-conformities without extension in delivery period. If successful tenderer fails to do so within the stipulated time, the purchaser shall have the right to take recourse to 4.1.

5. Comparison and Evaluation of Tenders

- 5.1 The tenders received and accepted will be evaluated by AAI to ascertain the best and lowest evaluated tender in the interest of AAI for the complete scope of the basic proposal.
- In the evaluation of tenders, the overall efficiency and economy of the items offered will be kept in view. Such offers which necessitate higher value of expenses on AAI's account may have to be loaded to make them comparable with efficient and economical offers of other bids.
- 5.3 The tenders found technically acceptable shall be compared on the basis of price quoted by the tenderers for the entire scope of proposal. All the tenders are evaluated for the spares including transportation costs etc.
- The accepting authority reserves to himself the right to allow to the public enterprises purchase preference facilities as admissible under the existing policy of Govt. of India.

6. Right to Accept or Reject the Tenders

- 6.1 The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserve to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 6.2 Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non responsive and are liable to be rejected.

7. Earnest Money Deposit

7.1 The Earnest Money Deposit (EMD) amount of Rs.14,600/= (Rupees fourteen thousand six hundred only) shall accompany the tender. The E.M.D. shall be furnished in the form of a crossed bank draft only in favour of Airports Authority of India, payable at New Delhi from any scheduled commercial bank. Bank guarantee in lieu of bank draft will not be accepted.

- 7.2 The E.M.D. of all unsuccessful tenderers will be returned only after the contract has been awarded to the successful tenderer (whose EMD will be retained).
- 7.3 The E.M.D. of the successful tenderer will be returned after the tenderer provides the performance guarantee, as required in para 8 of this section.
- 7.4 If the successful tenderer fails to submit the performance guarantee and fails to enter into a contract with AAI within 30 calendar days after the date of issue of notice of acceptance of bid, the E.M.D. amount shall be forfeited.
- 7.5 Any tender not accompanying with EMD will be considered non responsive and rejected.
- 7.6 No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.

8. Performance Bank Guarantee

- 8.1 The tenderer, whose tender is accepted, shall within 30 calendar days of the issue of letter of acceptance of bid, shall submit the unqualified performance guarantee of 10% (Ten Per Cent) of the total price to AAI in the form of an irrevocable and unconditional bank guarantee on a Scheduled Commercial Bank, as per Proforma attached as Annexure-III. The guarantee shall be valid till the expiry of 90 days after the end of the period of guarantee/ warranty.
- The guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- 8.3 The performance guarantee is intended to secure the performance of the spares. However, it is not to be construed as limiting the damages stipulated in any other clause.
- The performance guarantee will be returned to the successful tenderer at the end of the period of liability without interest.

9. Transfer of Tender Document

Transfer of Tender Documents by one tenderer to another is not permissible. Similarly transfer of tenders submitted by

one tenderer is not permissible.

S.No. REQUIREMENT

STATEMENT OF COMPLIANCE

10. Force Majeure

- 10.1 AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed their in being followed. Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful The successful tenderer's right to an Tenderers factory. extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:
- 10.1.1 That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the tenderer informs the AAI in writing that the Tenderer considers himself entitled to an extension of the time limit.
- 10.1.2 That the Successful Tenderer produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- 10.1.3 That the Successful Tenderer proves that the said conditions have actually been interfered with the carrying out of the Contract.
- 10.1.4 That the Successful Tenderer proves that the delay occurred is not due to his own action or lack of action.
- 10.1.5 Apart from the extension of the time limit, force majeure does not entitle the successful tenderer to any relaxation or to any compensation of damage or loss suffered.

11. **Arbitration and Laws**

- 11.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meeting of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be settled within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists, shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 11.2 It is the terms of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 11.3 Indian laws shall govern this contract.

12. Validity of Tender

The tender must be valid for a minimum of 180 days from the date of closing of the tender.

13. **Payment Term**

13.1 100% payment shall be made within 30 days of receipt of spares in good condition **along with Inspection Certificate** issued by the Quality Control Department of the manufacturer.

14. **Guarantee/Warranty**

- 14.1 If any trouble or defect originating with the design, materials, workmanship or operating characteristic of any materials arise any time prior to 12 months from the date of reciept and the tenderer notified thereof, the tenderer at his own expense and at no cost to AAI as promptly as possible make such replacements. The warranty period of replaced goods shall be extended for a period equal to the turn around time (out of service period).
- 14.2 In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings, data sheets and rectification is required at site, AAI shall inform the tenderer giving full details of deficiencies. The Tenderer shall attend at his own expense to meet and agree with the representatives of AAI the action required to correct the deficiencies.

15. **Packing and Marking**

- 15.1 All packing should be strong enough to withstand rough handling by loaders, unloaders and other transporters. Fragile articles should be packed with special precaution and should bear the marking like Fragile, Handle with care and/or 'This Side Up' etc.
- 15.2 All delicate surfaces of spares should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 15.3 On three sides and top of package, markings as desired by AAI, shall be done with indelible paint.

16. Substitution & Wrong Supplies

16.1 Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the Successful Tenderer at his cost and risk.

- 17.1 The tenderer quoting the price on ex-works basis shall make arrangements for transporting the equipment from ex-works to the ultimate consignee. The charges of transportation & insurance will be paid by the successful tenderer and reimbursed by AAI on actuals. In case of FOB supply, the freight and insurance will be paid by AAI in Indian Rupees wherever the tenderer has not indicated the freight & insurance charges in the pricing schedule.
- 17.2 The supply of goods ordered should be fully completed in NOT more than 3 (three) part shipments within the stipulated delivery schedule.

18. **Despatch of Documents:**

- 18.1 The successful tenderer shall forward two sets of the following documents to the General Manager, C.R.S.D. as soon as goods are despatched.
- 18.1.1 Shipping bill/ Air Consignment Note or Consignment note.
- 18.1.2 Invoice
- 18.1.3 Packing Slip.
- 18.1.4 Certificate of inspection as per supply order.
- 18.1.5 Certificate of Origin in case of foreign supplies.

19. **Misc.**

- 19.1 In addition to the above any other information / description, the tenderers may wish to provide, like the features / performance figures specified / indicated should be with supporting documents / calculations. All figures indicated by the tenderers must be fully qualified and subject to coordinated performance.
- 19.2 AAI reserves the right to change the quantity or part thereof to be supplied by +/-25% of the tendered quantity, indicated in para 1.1 of Section-A, at the time of purchase order.
- 19.3 Price applicable at the time of purchase order for the spares should be valid for a period of one year from the date of award of first contract. AAI reserves the right to give repeat order, with the same terms & conditions as for the first order, which shall not exceed 50% of quantity supplied in the order.

@@@@@

Annexure I

S.NO.	DESCRIPTION	PROCURED
1.	IC-RCA CDP 1857CE	26
2.	IC-E PROM 2732	30
3.	IC-RAM 5114E-1	26
4.	IC-DA CONV.DAC 10221CD	30
5.	IC-TIMER MC14536BCL	30
6.	IC-HEF 4526BD/BE	28
7.	IC-HEF 4104BD/DE	23
8. 9.	IC-HEF 4050BD/BE IC-HEF 4023BD	08 18
10.	IC-HEF 4516BD	11
11.	RCA CD 4516BE	05
12.	IC-HEF 4027BD/BE	30
13.	IC-HEF 4515BD/BE	25
14.	IC-HEF 40098BD/BE	20
15.	IC-CD4001BD	30
16.	CD 4001UBF	15
17.	IC-CD4538BD/B	30
18.	IC-CD4070BD/BE	11
19.	IC-HEF4541BD	26
20.	IC-HEF4066BD	29
21.	IC-HEF4046BD/BE	30
22.	IC-HEF4021BD	25
23.	IC-HEF40192BD/BE	20
24.	IC-HEF4081BD/BE	30
25.	IC-HEF40193BD/BE	10
26. 27.	IC-HEF4042BD/BE	09 30
28.	IC-HEF4008BD/BE IC-HEF4585BD	42
29.	IC-HEF4025BD/BE	30
30.	IC-HEF4557BD/BE	37
31.	IC-HEF4071BD/BE	28
32.	IC-HEF4051BD/BE	30
33.	IC-HEF4538BD/BE	21
34.	IC-HEF4078BD/BE	05
35.	IC-CD40107BF	21
36.	IC-HEF4503BF/BE	30
37.	IC-CDP1853CE	27
38.	IC-CDP1852CE	19
39.	IC-HEF4502BD/BE	22
40.	IC-74HC107	30
41.	IC-CA082AS IC-TL081DCP	30
42.	IC-CA3193AE	
43. 44.	IC-CA3193AE IC-CA1524E	29 17
44.	IC-TL082BCP	60
46.	IC-CA239AG	27
47.	IC-LM556J	30
48.	IC-MC1596G	18
49.	IC-LM250K	26
50.	IC-LM237K	19
51.	IC-LM117H	30
52.	IC-LM324N	30
53.	IC-LM356N	30
54.	IC-4075	30
55.	IC-LM75551	30
56.	IC-LM340	23
57.	IC-567	30
58.	IC-74HC04	30
59.	IC-74HC40102	01
60.	IC-74373	30
61.	IC-74IL154	30 25
62.	IC-8031	

S S.No.	DESCRIPTION	QTY. TO BE PROCURED
64.	IC-LM317	23
65.	IC-XRT820SCP	30
66.	IC-LM139AC	30
67.	IC-4N35	30
68.	IC-XR2206	30
69.	XR2206M IC-DX1232	20
70. 71.	IC-SG2525A	30 30
71.	IC-XR1010CP	19
73.	UPC14312H	10
74.	UPB403D	10
75.	ICM7206JPE	10
76.	DACHF8BMR	10
77.	UPD71051D	10
78.	UPA46D	10
79. 80.	NJM386 UPC14305	10 10
81.	MC1554G	10
82.	TLPS32B2 OPTOCOUPLER	10
83.	TLPS 41G OPTOCOUPLER	10
84.	PMI SMP-10-BV	14
85.	ADC 80H-AH-12	04
86.	RCA CD40105BE	15
87.	MOT MC 14081BCP	20
88.	RCA CD 4013BF NS NM 74C374N	20
89. 90.	HITA HM 6264P-15	09 08
91.	FUGI MBM 2764	10
92.	INTEL 27128	10
93.	TI SN 54LS156J	17
94.	FAIR 9637 ATC	09
95.	FAIR 9636 ATC	10
96.	RCA CD 40106BCN	20
97. 98.	RCA CD 40106BF TI 54LS490	20
99.	ZILOG Z80 CPU	04
100		10
101		10
102		20
103		20
104		16
105		18
	ULN 2004A RCA CD 4077BF	20
	54HC132	19
	ULS 2003R	19
	CD 4011UBF	20
	XR2211P	16
112		20
	CD 4002AN	20
	74C374	20
	CD 4063BE CD 4060BF	20 04
117		19
	MC 14520BCP	20
119	MP 7524AD	14
	74C245	17
	MC14013	20
122		20
123	REF 01CJ MC1458	07 20
124		20
126		07
-		

S S.No.	DESCRIPTION	QTY. TO BE PROCURED
127		07
128	MOT MC 78L05	20
129	RCA 4503BE	20
130	CD 4020BF	09
131	LM 148	14
132	CA 3080A	20
133	BURR INA 106KP	10
134	LM193JBG	09
135	MC 14174B	13
136		10
137	SRAM 256KX9 N 82S212N	10
138	AVANTEK VTO-8090 VCO	10

ANNEXURE - II

CONFIRMITY CERTIFICATE

It is to certify that the ICs quoted by us having different type no. than that mentioned in Annexure 'I' of the Tender document No.CRS/P/05-06/02 is either exact equivalent or one to one replacement of the same.

Signature & Seal of the Supplier

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)
(The non-judicial stamp paper should
be in the name of issuing Bank)

Ref	Bank Guarantee No Date
To AIRPORTS AUTHORITY OF INDIA (National Airports Division)	
Dear Sirs,	
In consideration of the Airports Authority of India (he) which expression shall unless repugnant to the context or mo administrators and assigns) having aw	eaning thereof include its successors, rarded to M/s
expression shall unless repugnant to the context of mean administrators executors and assigns), a Contract. Bea	ring No dated and the Supplier having Performance of the entire Contract
We having its (Name & Address)	
Head Office at	eof, include the successors, and undertake to pay the Owner, on to the extent of
(day /month/ year) without any demur, reservation, contest, any reference to the Supplier. Any such demand made conclusive and binding notwithstanding any difference be any dispute pending before any court, tribunal or any au	recourse or protest and/ or without by the Owner on the Bank shall be etween the Owner and Supplier or

Contd....2/-

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Supplier or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Owner may have in relation to the Suppliers liabilities.