

**TENDER DOCUMENT FOR THE  
PURCHASE OF EQUIPMENTS**

BID REFERENCE : PUR/345/CAMP/PK/2008-09  
(Please quote for appropriate files separately)

LAST DATE AND TIME FOR RECEIPT OF BIDS : **12/03/2009 by 14:30 hrs.**

TIME AND DATE OF OPENING OF BIDS (*Technical Bid only*) : **14: 30 hrs. onwards on 12/03/2009**

ADDRESS FOR COMMUNICATION : Director  
Central Mechanical Engineering  
Research Institute  
Mahatma Gandhi Avenue  
Durgapur 713 209

**N.B.:** (1) All the pages of the Tender Document should be signed, stamped and Submitted with the offer.  
(2) This Tender Document is non-transferable.  
(3) Tender document can be downloaded free of cost from our website [www.cmeri.res.in](http://www.cmeri.res.in)

**CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE**  
**Mahatma Gandhi Avenue, Durgapur – 713209**  
**(Council of Scientific & Industrial Research)**

No. PUR/Advt./2008-09/06

Date: 28.01.2009

**TENDER NOTICE**

Sealed tenders are invited [under **Two Bid System** i.e. **Technical** and Commercial Bids(in duplicate)] from reputed firm's and their accredited/Sole agents for the "**Supply & Installation** of the following equipment:

S L N o.	Tender Docu. No.	Item Description	Qty.	Cost of Tender Document ( Rs.)	EMD ( Rs.)
1	PUR/345/CAMP/PK/2008-09	Automated Surface Area, Pore Size Chemisorption analyzer with TRP/TPO/TPD facility.	01	300-00	75000/-

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- All bids shall be accompanied with EMD as specified in the shape of Demand Draft or Bank Guarantee in favour of the **Director, C.M.E.R.I., Durgapur**.
  - **EMD** can be submitted in equivalent **USD** also.
  - Please note that Tender Document is non-transferable.
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Tender Document can be obtained from the Controller of Stores & Purchase, CMERI, Durgapur-713209 , on payment of Tender document fees (non refundable) as mentioned above by Demand Draft drawn in favour of Director, C.M.E.R.I., Durgapur on all working days. **Tender documents can also be downloaded from our website <http://www.cmeri.res.in> , in that case no tender document fee is leviable .**

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**Please peruse the Terms and Conditions, specifications, instructions etc. in the tender document.**

Last date for submission of completed Tenders up to **14:30 hrs: 12/03/2009**.

Technical Bid will be opened on the same day **at 14.30 hrs.** onwards.

For more details please visit our website <http://www.cmeri.res.in> , for clarification please contact Controller of Stores & Purchase (**Telefax: 0343-254 6586**),e-mail: **Pur@cmeri.res.in**.

Controller of Stores & Purchase

## **CHAPTER - I**

### **INSTRUCTIONS TO BIDDER**

#### **A. Introduction**

##### **1. Eligible Bidders**

- 1.1 This Invitation for Bids is open to all manufacturers and their authorized dealers.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

##### **2. Cost of Bidding**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and Central Mechanical Engineering Research Institute hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **B. The Bidding Documents**

##### **3. Content of Bidding Documents**

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
  - (a) Instruction to Bidders;
  - (b) Conditions of Contract (CC);
  - (c) Special Conditions of Contract (CC);
  - (d) Technical Specifications;
  - (e) Bid Security Form;
  - (f) Performance Security Form;
- 3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

##### **4. Amendment of Bidding Documents**

- 4.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 4.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
- 4.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

#### **C. Preparation of Bids**

##### **5. Language of Bid**

5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid and exchanged by the Bidder and the Purchaser, shall be written in English language.

## **6. Documents Comprising the Bid**

6.1 The bid prepared by the Bidder shall comprise with EMD as mentioned in Notice Inviting Tender at page 2.

## **7. Bid Prices**

7.1 The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order.

7.2 Prices indicated shall be entered separately in the following manner (For indigenous items):

- (i) the price of the goods/services quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable;
- (ii) any duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination;

7.3 Prices indicated shall be entered separately in the following manner (For imported items):

- (i) the price of the goods/services quoted (F.O.B. / F.C.A.) including all duties and sales and other taxes already paid or payable at tour end;
- (ii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of despatch.

7.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

## **8. Bid Currencies**

8.1 Prices shall be quoted in Indian Rupees / Foreign currency as the case may be.

9. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents.

9.1 The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

9.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods ;
- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications- II

9.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The

Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications II.

## **10. Bid Security**

- 10.1 The Bidder shall furnish, as part of its technical bid, a bid security of Rupees / foreign currency (as mentioned in the Notice Inviting Tender at page 2).
- 10.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 10.3 The bid security shall be in Indian Rupees/ foreign currency and shall be in one of the following forms:
- (a) A bank guarantee issued by a nationalized/scheduled bank, in the form provided in the bidding documents and valid for 90 days beyond the validity of the bid; or
  - (b) A Banker's check at par, certified check or demand draft.
- 10.4 Any bid not secured in accordance with Clauses 10.1 and 10.3 above will be rejected by the Purchaser as non-responsive.
- 10.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity or placement of order which ever is later.
- 10.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.
- 10.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) in case of a successful Bidder, if the Bidder fails to accept the order and fails to furnish performance security.

## **11. Period of Validity of Bids**

- 11.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 11.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, or fax). The bid security provided under Clause 10 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 11.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

## **12. Format and Signing of Bid**

- 12.1 The Bidder shall prepare two copies of the bid, clearly marking each with "Technical Bid(original)", "Technical (duplicate)" and "Commercial Bid", as appropriate.
- 12.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 12.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
- 12.4 The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### **D. Submission of Bids**

#### **13. Sealing and Marking of Bids**

- 13.1 The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer envelope.

#### **13.2 The inner and outer envelopes shall:**

- (a) be addressed to the Purchaser at the following address:
- Director  
Central Mechanical Engineering Research Institute  
Mahatma Gandhi Avenue  
Durgapur 713 209.
- (b) bear the Tender No., due date and a statement "Do not open before 14.30 hours (Date as mentioned at Page-2)" .
- 13.3 If the outer envelope is not sealed and marked as required Clause 13.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

#### **14. Deadline for Submission of Bids**

- 14.1 Bids must be received by the Purchaser at the address specified under Clause 13.2 no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
- 14.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 4, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **15. Late Bids**

- 15.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 14, will be rejected and/or returned to the Bidder.

#### **16. Modification and Withdrawal of Bids**

- 16.1 The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 16.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 13. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 16.3 No bid may be modified subsequent to the deadline for submission of bids.

- 16.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 10.7.

### **E. Bid Opening and Evaluation of Bids**

#### **17. Opening of Bids by the Purchaser**

- 17.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at 14:30 hours on (date as mentioned at Page-2).

The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

- 17.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids. Bids received without the requisite bid security shall be returned to the bidder.
- 17.3 Bids (and modifications sent pursuant to Clause 16.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

#### **18. Clarification of Bids**

- 18.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder.

#### **19. Preliminary Examination**

- 19.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer shall be treated as non-responsive.
- 19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 19.3 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 19.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (CC Clause 7), Warranty (CC Clause 15), Force Majeure (CC Clause 25), Applicable law (CC Clause 30) and Taxes & Duties (CC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 19.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **20. Contacting the Purchaser**

- 20.1 Subject to Clause 18, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- 21. Purchaser's right to vary Quantities at Time of Award**
- 21.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 22. Purchaser's right to accept Any Bid and to reject any or All Bids**
- 22.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 23. Notification of Award**
- 23.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax the Purchase Order.
- 23.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 24, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 10.
- 24. Performance Security**
- 24.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
- 24.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

## **CHAPTER - II**

### **CONDITIONS OF CONTRACT**

#### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "CC" means the Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means "Central Mechanical Engineering Research Institute" commonly known as "CMERI".
- (h) "The Purchaser's country" is "India".
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "Day" means calendar day.

## **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. Standards**

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

### **4. Use of Contract Documents and Information**

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in CC Clause 5.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in CC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **5. Patent Rights**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

**6. Submission of the bids.**

- 6.1 All bids complete in all respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Earnest Money etc. shall be rejected.
- 6.2 Tender documents are available for sale at this office. Interested bidders may purchase the tender documents on payment of the cost there of. The Purchaser is not liable for either non-receipt of the tender document or for non-receipt of the tender documents.

**7. Performance Security**

- 7.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) A cashier's check, certified check, or demand draft.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

**8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in CC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

**10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

**11. Insurance**

- 11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

**12. Transportation**

- 12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

**13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

**14. Spare Parts**

- 14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

**15. Warranty:**

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to CC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.
- 16.4 Payment shall be made in Indian Rupees.

**17. Prices**

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

**18. Change Orders**

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

**19. Contract Amendments**

19.1 Subject to CC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

**21. Subcontracts**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

**22. Delays in the Supplier's Performance**

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3 Except as provided under CC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 23, unless an extension of time is agreed upon pursuant to CC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

23.1 Subject to CC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the

percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to CC Clause 24.

## **24. Termination for Default**

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods / Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of CC Clauses 21, 22, 23 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **26. Termination for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

28.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

**29. Governing Language**

29.1 The contract shall be written in English language. Subject to CC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to Durgapur jurisdiction.

**31. Taxes and Duties**

31.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax (not surcharge in lieu of Sales tax) in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the Notification of Award.

**Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

**1. Definitions (CC Clause 1)**

- (a) The Purchaser is Central Mechanical Engineering Research Institute (CMERI)

(b) The Supplier is .....

**2. Performance Security (CC Clause 7)**

2.1 Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

2.2 Substitute Clause 7.3 (b) of the CC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the Purchaser.

2.3 Substitute Clause 7.4 of the CC of the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

2.4 Add as Clause 7.5 to the CC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

**3. Packing (CC Clause 9):**

Add as Clause 9.3 of the CC of the following:

Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name and v) Packing list reference number.

**4. Delivery and Documents (CC Clause 10):**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) .....4.... Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Insurance Certificate;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

(vi) Certificate of Origin from manufacturer.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

**5. Insurance (CC Clause 11):**

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

**6. Spare Parts (CC Clause 14):**

Add as Clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

**7. Warranty ( CC Clause 15):** The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4;

OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1% per week subject to a maximum of 10%.

**8. Payment ( CC Clause 16)**

(a) Payment for Goods and Services for indigenous supplies shall be made in Indian Rupees as follows:

Normally the contract price shall be paid to the Supplier within 30 days after the date of Receipt and acceptance of material in good condition.

(b) Payment for goods and services for imported supplies shall be made in the foreign currency as follows:

(i) By letter of Credit towards the cost of goods less agency commission if any on production of dispatch documents (90% after dispatch and 10% after acceptance and installation and receipt of Performance Bank Guarantee.

(ii) Agency commission shall be paid after satisfactory installation & commissioning of the goods at the destination, kindly mention name, address and services to be provided by your Indian Agent, if any.

**9. Sub-contracts ( GCC Clause 21)**

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies.

**10. Liquidated Damages ( GCC Clause 23)**

10.1 For delays:

GCC Clause 22.1 -- The applicable rate is 1% per week and the maximum deduction is 10% of the contract price.

**11. Resolution of Disputes (Clause 28)**

Add as GCC Clause 28.3 the following:

The dispute resolution mechanism to be applied pursuant to CC Clause 28 shall be as follows:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration Act, 1940 and any other modifications there of. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if

he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

**13. Notices**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Director  
Central Mechanical Engineering Research Institute  
Mahatma Gandhi Avenue  
Durgapur 713 209  
W.Bengal India.

Supplier: (To be filled in by the supplier)  
.....  
.....  
.....  
.....

- 14. Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under\*:

- Quantity offered for inspection and date;
  - Quantity accepted/rejected by inspecting agency and date;
  - Quantity despatched/delivered to consignees and date;
  - Quantity where incidental services have been satisfactorily completed with date;
  - Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
  
  - Date of completion of entire Contract including incidental services, if any; and
  - Date of receipt of entire payments under the Contract
- (In case of stage-wise inspection, details required may also be specified).

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\* Delete whichever inapplicable

**Note\*: a) The party has to specify the specification in terms of the specification asked in the tender document.**  
**b) The cost of basic machine and each module/options/accessories should be mentioned separately.**

**Note:**

*Ours is an autonomous organization under Department of Scientific & Industrial Research, Govt. of India and order will be placed only after reconfirmation that funds are available for the purchase.*

- 1. In case of payment in USD, GBP, EURO etc., Sight draft is preferred for speedy and economical procurement. Payment will be made by TT/Swift transfer at "sight" against receipt of documents by our bankers M/s. Indian Bank, Benachity, Durgapur-713216, Telefax: 91-343-2588197 through Indian Bank, Strand Road, Kolkata-700001, Ph: 91-33-22437544, Fax: 91-33-22106193.*
- 2. Our Banker's charges will be on our account and your Banker's charges will be on your account.*
- 3. Our freight forwarder (whose name will be mentioned in the supply order) will ship the material by air freight/sea freight, please quote FOB/FCA price. If Ex-works price is quoted, these charges may be mentioned separately if possible. Please mention approx. weight and size of the consignment and nearest International Airport from where it will be dispatched to Kolkata, India.*
- 4. Successful bidder of the Equipment / Instrument shall furnish an unconditional performance Bank Guarantee valid till 60 days after the warranty period from a scheduled Bank for 10% of the order value.*
- 5. If you have supplied identical or similar equipment to other CSIR labs/Instt or other Govt. bodies; the details of such supplies for the preceding three years shall be given together with the prices eventually or finally paid.*
- 6. ED,CD exemption certificate under notification no. 10/97 Central Excise, dt. 01/03/1997 and No. 51/96 Customs, dt. 23/07/1996 will be provided. Please quote rates without ED & CD.*
- 7. Being a Research Institute, We can issue concessional certificate applicable for research and educational Institutes, kindly mention CST rates accordingly. We can also enter in to high Sea sales agreement.*

## CHAPTER - III

### Schedule of requirements:

#### 1. Tender Docu.No.PUR/345/CAMP/PK/2008-09

Automated Surface Area ., Pore Size Chemisorption analyzer with TRP/TPO/TPD facility.

Qty. : One

( Detailed specification mentioned in Chapter – IV)

## CHAPTER-IV Specification & allied technical details

### 1. Tender Docu.No.PUR/345/CAMP/PK/2008-09

#### Specification

1. At least one analysis port and two degas ports up to temperature around 500°C with multi-size fitting to accommodate different sample sizes (sample cells preferably with 6, 9, 12 and 15mm diameter).
2. At least five pressure sensors positioned on both analysis port and dosing manifold.
3. Magnetically latching valves.
4. Separate port for continuous update of saturated equilibrium vapor pressure with each dose using dedicated pressure sensor (1000 torr).
5. Turbo molecular drag pump ( $\sim 10^{-10}$  mbar) with oil-free diaphragm pump for high vacuum applied to both analysis and degas (sample preparation) ports.
6. Automatic coolant level control with dewar elevator and level sensor (no cryogenic transfer required).
7. Must be compatible with wide range of gases like N<sub>2</sub>, Ar, Kr, CO<sub>2</sub>, etc.
8. Pirani-type vacuum sensor with digital display.
9. Built-in microcomputer controls all instrument functions permitting instrument to operate off-line from PC.
10. Automated, programmable gas switching using integral, five port manifold.
11. High temperature furnace of around 1200<sup>0</sup> C with digital temperature controller for chemisorption sample preparation
12. Necessary software package for system control along with computer (suitable / compatible) & printer and detailed analysis of  
BET surface area (single & multi-point), total pore volume, average pore radius  
BJH pore size distribution model  
non-local Density Functional Theory (suitable for N<sub>2</sub>, Ar and CO<sub>2</sub> on a wide range of adsorbents including silica, zeolites, activated carbons, MCM-41, etc)  
Monte Carlo based CO<sub>2</sub>-carbon model, t-plot via Halsey, deBoer or Carbon black models  
Horvath-Kawazoe microspore distribution, Dubinin-Radushkevich microspore area/volume  
Strong and weak chemisorptions isotherms, Active metal area, Degree of metal dispersion  
Surface acidity, Average crystallite size, Integral and differential heats of adsorption

**CHAPTER - V**  
**PRICE SCHEDULE**

**CHAPTER - VI**  
**Contract Form**  
( As per our Tender Document )

**CHAPTER – VII**  
**Standard Forms**

**BID SECURITY FORM**

Whereas .....1 (hereinafter called “the Bidder”) has submitted its bid dated ..... (Date of submission of bid) for the supply of ..... (Name and/or description of the goods) (Hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE ..... (Name of bank) of ..... (Name of country), having our registered office at ..... (Address of bank) (Hereinafter called “the Bank”), are bound unto ..... (Name of Purchaser) (Hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;  
or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

\_\_\_\_\_  
1 Name of Bidder

**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)

WHEREAS ..... (*Name of Supplier*)  
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract no..... dated,..... 19... to  
supply.....(*Description of Goods and Services*) hereinafter called "the  
Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank  
Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's  
performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:  
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a  
total of ..... (*Amount of the Guarantee in Words and Figures*) and we  
undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and  
without cavil or argument, any sum or sums within the limit of ..... (*Amount of Guarantee*) as  
aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified  
therein.

This guarantee is valid until the .....day of.....19.....

Signature and Seal of Guarantors

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

Date.....19....

Address:.....

.....  
.....

MANUFACTURERS' AUTHORIZATION FORM

No. \_\_\_\_\_ dated

To

Dear Sir:

We \_\_\_\_\_ who are established and reputable manufacturers of having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s. \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you.

No company or firm or individual other than M/s. \_\_\_\_\_ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,

( Name)

(Name of manufacturers)

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person Competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder In its bid .

BANK GUARANTEE FOR ADVANCE PAYMENT

To: \_\_\_\_\_ (name of Purchaser)  
\_\_\_\_\_ (address of Purchaser)  
\_\_\_\_\_ (name of Contract)

Gentlemen:

In accordance with the provisions of the Special Conditions of Contract which amends Clause 16 of the General Conditions of Contract \_\_\_\_\_ (name and address of Supplier) (hereinafter called "the supplier") shall deposit with \_\_\_\_\_ (name of Purchaser) a bank guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ (amount of guarantee)\* \_\_\_\_\_ (in words).

We, the \_\_\_\_\_ (bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ (name of Purchaser) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding \_\_\_\_\_ (amount of guarantee)\* \_\_\_\_\_ (in words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ (name of Purchaser) and the Supplier, shall in any way release us from and liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until \_\_\_\_\_.

Yours truly,  
Signature and seal :

Name of bank /  
Financial institution :  
Address :  
Date :