



**MIZORAM RURAL BANK  
HEAD OFFICE , AIZAWL, MIZORAM**

e-mail : [it@mizobank.com](mailto:it@mizobank.com)

Ref. No. IT/2022-23/1038

Dated 21.01.2023

**TENDER DOCUMENT  
FOR  
PROCUREMENT OF SMARTPHONE**

*The interested company/firm/agencies/supplier/dealer may submit their quotation to:*

**General Manager  
MIZORAM RURAL BANK  
HEAD OFFICE  
MINECO, AIZAWL  
MIZORAM – 796005**

Submission start date: 24<sup>th</sup> January, 2023; 11:00am  
Last date of submission: 24<sup>th</sup> February, 2023; 3:00pm

The bidder should submit their quotation in sealed envelope cover with superscription

**“QUOTATION FOR SUPPLY OF SMARTPHONE”**

## NOTICE INVITING TENDER

Ref. No. IT/2022-23/1038

Dated 21.01.2023

**Subject: Supply of 150 Nos. of Mobile Handset at Mizoram Rural Bank, Head Office, Aizawl, Mizoram**

1. Mizoram Rural Bank, established on 27th September, 1983 under the Regional Rural Bank Act 1976 (hereinafter referred to as "The Bank") invites 'Sealed Tender' from established and experienced OEM/Authorized distributor/Dealers and Supplier for supply of android based smartphone at Mizoram Rural Bank, Head Office, Aizawl, Mizoram. Interested firm/dealers/suppliers may submit their bids in sealed cover to the address given below. The tender document can be downloaded from official website of the Bank <http://www.mizoramruralbank.in>

**The General Manager  
Mizoram Rural Bank  
Head Office  
MINECO, Khatla, Aizawl  
Mizoram - 796005**

2. Tender methodology proposed to be adopted will be two bid systems i.e. Technical Bid with Proof of Concept and Commercial Bid. The Bank will enter into contract with successful bidder out of the bidders who has been determined to qualify in technical bid and commercial bid.
3. **Minimum eligibility criteria/Pre-qualification criteria:** Vendor who fulfil the following criteria only should submit the bid:
- a) Bidder should be registered in India.
  - b) OEM of smartphone company should be registered in India.
  - c) Bidder should have at least two (2) years of experience in the field of sales and services business of mobile phone. **Relevant document should be submitted.**
  - d) Bidder should have local establishment office with authorized service centre in the state of Mizoram.
  - e) In case of authorized dealer/partner/supplier, bidder should have authorization certificate from Original Equipment Manufacturer (OEM)
  - f) The bidder should have sufficient experience and proper infrastructure to provide requisite after sales service and support in the state of Mizoram.
  - g) The bidder should submit documentary evidence in support of fulfilling eligibility criteria mentioned in the document along with information.
  - h) The bidder should have valid GST Registration and valid License from government authority. **Copy of GST Registration certificate should be submitted.**

#### 4. SCHEDULE OF EVENTS

Sl. No.	Description of event	Date/Remark
1	Bid Reference	IT/2022-23/1038
2	Purpose	Supply of 150 Nos. of android based smartphone
3	No. of Envelopes	Two (2) envelopes containing: 1. Acceptance Letter as per Annexure 4, Manufacturer's Authorization Form/Letter/Certificate, Service Support Details as per Annexure VI 2. Commercial bid
4	Bid submission Start Date	24 <sup>th</sup> January, 2023; 11:00am
5	Last Date of Submission of Bid	24 <sup>th</sup> February, 2023; 3:00pm
6	Date of opening of Technical Bid	28 <sup>th</sup> February, 2023; 2:00pm
7	Date of opening of Commercial Bid	28 <sup>th</sup> February, 2023; 3:00pm

5. **Contact Details:** For any queries pertaining to this tender, queries can be mailed to [it@mizobank.com](mailto:it@mizobank.com).
6. **Two Parts Bid:** The offer in two separate sealed envelope marked as "Technical offer for supply of 150 Nos. of android smartphone" and "Commercial offer for supply of 150 Nos. of android smartphone" and superscribed by "Supply of 150 Nos. of android Smartphone" addressed to the address mentioned in Sl. No. 1 in office not later than 15:00 of 24<sup>th</sup> February, 2023. Each page of the quotation document must be signed with proper seal of the vendor/bidder.
7. **Envelope No. 1 (Technical bid)** should contain the following:
- i. Transaction detail for Bid Security/Security deposit of ₹ 30,000.00.
  - ii. A copy of proposal document including all annexures signed by authorized signatory of the bidder on each page
  - iii. Letter for Acceptance of Terms and Conditions given in Annexure-IV of the tender.
  - iv. Manufacturer Authorization Form.
  - v. Detailed specification of the hardware part of phone.
  - vi. Detailed specification of the software part (if any)
  - vii. An undertaking by authorized signatory of the bidder on the letterhead of the bidder, stating that the bidder has not been blacklisted by any Central/State Government or PSU for any corrupt and fraudulent practice.
  - viii. Letter for technical clarification (if any)
  - ix. An undertaking to provide support for the hardware and software part during the entire period of warranty.
  - x. Relevant document for experience.
  - xi. GST Registration Certificate

It should be noted that the content of technical offer should not reveal commercials.

**8. Envelope No. 2 (Commercial bid) should contain:**

- i. The Bill of quantities as per specification and the most competitive prices offered in respect of the item therein as per Annexure I.
- ii. Prices should be in Indian Rupee only with detailed breakup of prices as per Annexure III. The commercial offer should not contradict with the technical bid in any manner.

**9. Earnest Money Deposit (EMD)/Bid Security Deposit**

- i. EMD will not carry any interest.
- ii. The bidder has to do online transfer for submission of EMD amount of ₹ 30,000.00 (Rupees thirty thousand only) in Mizoram Rural Bank's Account mentioned below:

Account Name	EMD FOR TENDER
Account No.	97013528855
Bank Name	Mizoram Rural Bank
Branch	Head Office
IFSC Code	SBIN0RRMIGB
- iii. A bid without the required EMD shall be summarily rejected.
- iv. Bid security/EMD of unsuccessful bidder will be refunded without interest within reasonable time after final decision of the bidding process. Bid security of successful bidder will be returned only upon the vendor's completion of delivery of item. EMD stands forfeited in case the bidder withdraws or amends its bid after submission of tender document.
- v. MSME registered vendors are exempted from EMD deposit. However, they will have to submit relevant document to prove that they are officially registered MSME vendor.

10. The bidder should submit all relevant documents along with tender document including annexures.

11. Successful bidder should deliver at Head office of the Bank within a period of three (3) weeks from the issue of purchase order.

**12. General Terms and Conditions**

**12.0. Scope of Work : The successful bidder should provide the following services:**

**12.0.1. Supply:**

- a) Android based smartphone

**12.0.2. Warranty Support:**

The successful bidder has to provide comprehensive post-delivery warranty support for all hardware and software supplied as per bid for a period of two (2) years on-site.

- 12.1.** Specific authorization from the original manufacturer of the hardware and software (wherever applicable) would be required for the tender.
- 12.2.** Complete specification of the hardware as per the proposal have to be provided along with the technical bid.
- 12.3.** The Bank reserves the right to reject any particular bid or all bids without assigning any reason whatsoever. Failure to select a bidder shall not make the Bank liable to pay claim.
- 12.4.** The bidder acknowledges the responsibility to respond promptly in contract with the Bank by submitting the proposal against this Tender. Failure to do so shall relieve the Bank of any contractual obligation to the bidder and the Bank reserves the right to select any other bidder for the awarded work.

- 12.5.** Any additional/different terms and conditions proposed by the bidder shall be treated as rejected unless expressly assented in writing by the Bank.
- 12.6.** Tender received after last date of submission on account of any reason will not be entertained.
- 12.7.** No expenses incurred by the bidder in preparation of the bid against the tender enquiry shall be borne by the Bank. The submitted bid once opened shall not be returned to the bidder.
- 12.8.** The price quoted for smartphone in the proposal should be competitive. The Bank reserves the right to verify independently and rejects bid not complying with the criteria. Quoted price should include all local taxes, GST, duties, transportation cost and insurance cost (if any) till items are accepted.
- 12.9.** The prices quoted shall be valid for a minimum period of three months from the last date of submission of offer.
- 12.10.** Any problem in the hardware or software part arising during the warranty period shall be rectified or replaced at no extra cost to the Bank.
- 12.11.** Successful bidder will be responsible for delivery of item at final location i.e. Head Office of the Bank and all expenses to this effect shall be borne by the bidder.
- 12.12.** The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with prior written permission of the Bank.
- 12.13.** Product shall be supplied in a ready to use condition along with all required cables and accessories, etc.
- 12.14.** Original copy of supplier's invoice and warranty certificate must be furnished by the supplier.
- 12.15.** The Quotation must be filled in English only and amounts should be written in both figures and words.
- 12.16. Terms of Payment:** No advance payment will be made and 100% payment will be made only after successful delivery of all item at the Bank's Head office building. The supplier will be required to furnish Tax invoice and proof of delivery while claiming payment.
- 12.17. Warranty:**
- 12.17.1. During the warranty period of two (2) years from the date of purchase, bidder shall provide onsite free maintenance services for troubleshooting of hardware and replacement of parts at no extra cost.
- 12.17.2. The bidder warrants that the goods supplied against this tender are standard, new, unused and as per specification in the tender document.
- 12.18.** The successful bidder will make arrangement of spare parts for the hardware available for a minimum period of two years (warranty period) from the time of delivery of the item. If any of the parts are not available during the warranty period, substitution shall be carried out with parts equivalent or higher capacity.
- 12.19. Indemnity :** The successful bidder shall, at its own expense defend and indemnify the Bank against any third-party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employee or agents. The successful bidder shall indemnify, protect and save the Bank and hold the Bank harmless from

and against all claims, losses, costs, damages, expenses, action suits and other proceedings, relating to or resulting directly or indirectly from (i) an act or omission of the bidder, its employees or its agents in the performance of the service provided by this contract (ii) breach of any of the terms and conditions of this tender or breach of any representation or warranty by the bidder (iii) use of the deliverable and or services provided by the bidder (iv) infringement of any patent, trademarks, copyright, etc or such other statutory infringements in respect of all component provided to fulfil the scope of this tender. The successful bidder is required to submit a "Letter of Indemnity and undertaking" as per format given Annexure V.

**12.20. Performance Bank Guarantee:** The successful bidder shall, at his own expense, deposit with the General Manager, Mizoram Rural Bank, Head Office, Aizawl within 10 days of raising Purchase order, a Performance Bank Guarantee from a scheduled commercial bank including RRBs, payable on demand as per format given in Annexure-VII for an amount equivalent to 5% of the total order value for the due performance and fulfilment of the warranty of the bidder.

**12.21. No Price Variation:** The offered price shall be on a fixed price basis. No upward revision in the prices would be considered on account of any subsequent upward change in government taxes, duties, changes of price by original manufacturer, etc. However, if there is any downward revision on account of any government taxes, etc and reduction by original manufacturer, the same shall be passed on to the Bank.

**12.22. Order cancellation :** MRB reserves the right to cancel the entire/part of the work of the contract at any time by assigning appropriate reasons in the event of one or more of the following conditions:

- i) Delay in delivery of the ordered equipment i.e. beyond 3 weeks from the date of Purchase Order
- ii) Any other appropriate reason in view of the Bank

**12.23. Right to Accept/Reject the Quotation:** MRB does not bind itself to accept the lowest bid or any or all quotations and reserves the right to accept or reject any or all quotations either in whole or in part without assigning any reasons for doing so.

**12.24. Right to alter order quantity and specification:** MRB reserves the right to alter technical specification and or quantity of ordered item on the same terms and condition.

### **13. Evaluation of Bids**

**13.1.** Quotation received on or before the stipulated date and time for responding to the tender only will be considered for further evaluation.

**13.2.** In the first stage, Pre-qualification/Technical bid will be opened in the presence of Bid Opening Committee appointed for the purpose. During this technical bid exercise, demonstration of proof of concept will have to be carried out by the bidders. It is the responsibility of the bidder's representative to be present at the time, date and at the place communicated for the purpose.

**13.3.** Bid opening committee will examine bids to determine whether they are complete, properly signed, supporting document attached and are generally in order. BOC may, at its sole discretion, waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute any material deviation. BOC will have the authority to reject or accept the bid for further examination.

**13.4.** Only bidders who qualify in pre-qualification and technical evaluation would be shortlisted for commercial evaluation.

**13.5.** Final decision will be made by the Bank after commercial bid evaluation is over. Here it should be noted that lowest bidder is not necessarily and automatically the winner of the bid. Final selection will be made based on technical evaluation, commercial evaluation and other aspects which the Bank may find it necessary for the best interest of the bank.

#### **14. Award of contract/Purchase order**

**14.1.** The Bank will raise purchase order separately to the successful bidder out of the bidders who have responded to the tender, who has been determined to qualify to perform the task mentioned in the tender satisfactorily.

**14.2.** The bank reserves the right to increase or decrease the quantity of items which was originally specified while floating tender without any change in unit price or any other terms and conditions.

**14.3.** The lowest offer evaluated by the committee will normally be recommended. However, the committee may recommend a vendor other than the lowest quoting vendor. This may be necessitated by other commercial/technical terms and factors such as past experience, after sales service and support, etc.

**A. Technical specification for Smartphone**

<b>Sl. No.</b>	<b>Component</b>	<b>Minimum specification</b>	<b>Specification offered by Vendor/Bidder</b>
2	Processor	Minimum Octa core 2.0GHz	
4	Operating System	Android 11 or above	
5	RAM	Minimum 4GB	
6	Storage	Minimum 64GB	
7	Display	Minimum 5.7" inch (Full HD)	
9	Connectivity	4G VoLTE and above	
10	Wifi	Yes	
11	Warranty	Atleast 2 years comprehensive onsite Warranty/Services	
12	Bluetooth	Yes	
13	Battery capacity	Minimum 5000 mAH	
14	Accessories	Charger, back cover, tempered glass, handset stand	
15	OEM warranty for both handset and battery	Minimum 1 year	
16	SIM	4G and above, Dual SIM	
18	Manufacturing date should not be older than 12 months from supply date	Yes	
19	Country of origin	Make in India	



### Organizational Profile of the Vendor

1.	Name of the Vendor	
2.	Detail Registered Office Address of the vendor with Pin Code	
3.	Office Telephone No.	
4.	Mobile No. of Contact Person	
5.	Email	
6.	Fax No.	
7.	Name and Designation of contact person	
8.	Vendor's website (if any)	
9.	Type of organization (Sole/Proprietorship/Private Ltd/Public Ltd/Co-operative body)	
10.	PAN No.	
11.	GST Registration No.	
12.	Name and Address of Bankers	
13.	Bank Name	
14.	Bank Account No.	
15.	Bank IFSC	
16.	Branch Name	

Date:

Place:

Name and Signature of the Authorized Signatory  
Stamp/Seal of the Bidder

## FINANCIAL BID

*(Amount in Rupees)*

Sl. No	Item Description	Quantity	Unit Price	GST and other Taxes	Total Cost (Including Taxes)
1	Android based smartphone + handset stand + others	150			

*Rupees in words : .....*

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Authorized Person of the Bidder with seal)

Name:

Address:

Phone No (O):

Mobile :

Date:

**Acceptance of Terms and Conditions**

To,

The General Manager  
Mizoram Rural Bank  
Head Office, MINECO  
Khatla, Aizawl  
Mizoram - 796001

Dear Sir,

**Subject: Notice inviting Tender for supply of Android based smartphone**

With reference to the above tender notice, having examined and understood the instructions, terms and conditions of the tender document, we hereby enclose our offer for supply of android based smartphone as detailed in the tender document.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the tender document. We also understand that Mizoram Rural Bank is not bound to accept the offer either in full or in part. If Mizoram Rural Bank rejects the offer in full or in part, Mizoram Rural Bank may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name & Designation with Seal of the firm)

Date : .....

**Schedule - 1**  
**Letter of Indemnity and Undertaking**  
**(To be stamped on Rs 100/- stamp paper)**

To,

The General Manager  
Mizoram Rural Bank  
Head Office, MINECO  
Khatla, Aizawl  
Mizoram – 796001

Dear Sir,

**Sub : Mizoram Rural Bank's Notice inviting Tender for supply of android based smartphone at MRB Head Office, Aizawl**

In consideration of Mizoram Rural Bank, established on 27<sup>th</sup> September, 1983 under the Regional Rural Bank Act 1976 (hereinafter referred to as "MRB") agreed to purchase 150 nos. of android based smartphone including others which is hereinafter for brevity sake referred to as 'the said handset package', subject to our furnishing declarations submit indemnity as contained hereafter.

Now therefore this letter or indemnity witnessed that:

We, \_\_\_\_\_ hereby declare and certify that we are the rightful owners/licensees of the said handset package offered for sale to MRB and that the sale of the system by us to MRB and the use thereof by MRB does not infringe the property or other intellectual property or copyrights of any other person/organization/firm and that the same does not infringe the copyright Act 1957 or any other Act for the time being in force.

We, \_\_\_\_\_ hereby agree to indemnify and keep indemnified and harmless MRB, its officers, staff and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copyrights in respect of the said system package supplied by us to MRB and will defend the same at our cost and consequences and will pay or reimburse MRB, its officers and staff and any other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms and condition as provided for within End User License Agreement that accompanies the said system package.

We, \_\_\_\_\_ hereby agree to indemnify and keep indemnified and harmless MRB, its officers, staff and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents or any other third party resulting from or by any action, omission or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agents, employed/engaged or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation of authorized official)

WITNESS :

1. \_\_\_\_\_ (Name)  
2. \_\_\_\_\_ (Address)

1. \_\_\_\_\_ (Name)  
2. \_\_\_\_\_ (Address)

**SERVICE SUPPORT DETAILS**

Sl. No.	Location	Whether Local support available at the location (Yes/No)	In respect of Column 3, if response is "NO", specify location from which support extended	Service support own or through franchise	Address and contact number for column 5	No. of Engineer
1	2	3	4	5	6	7

**PERFORMANCE BANK GUARANTEE FORMAT**

(on Non-Judicial Stamp Paper of ₹ 100.00)

This Deed of Guarantee executed at \_\_\_\_\_ on this day of \_\_\_\_\_ by Bank, a Banking Company constituted under \_\_\_\_\_ Act having its Branch Office at \_\_\_\_\_ (hereinafter referred to as "**Bank**" which expression shall unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF

Mizoram Rural bank, established on 27th September, 1983 under the Regional Rural Bank Act 1976 having its **Head Office at MINECO, Aizawl, Mizoram** (Hereinafter referred to as "**MRB**" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

(1) MRB is desirous of purchasing 150 nos. of Android based smartphone sets (Model No : \_\_\_\_\_) at its Head Office in Aizawl (hereinafter referred to as "**the said work**") and has requested \_\_\_\_\_ a \_\_\_\_\_ registered/established/constituted under/by \_\_\_\_\_

Act having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "Contractor" which expression shall unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said work.

2. The Contractor has submitted his Bid/quotation to execute the said work for a total sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. One of the conditions of the said quotation is that the Contractor shall furnish to MRB a Performance Bank Guarantee (PBG) for an amount of 5% of the total value order of 150 nos. of Android based smartphone sets (Model No : \_\_\_\_\_) i.e. \_\_\_\_\_ (Rupees only) in favour of Mizoram Rural Bank, Head Office for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender document.

4. The Contractor has approached us for issuing a PGB in favour of MRB for an amount of (Rupees \_\_\_\_\_ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

a) In consideration of the premises and at the request of the contractor. We \_\_\_\_\_ (Name of the Bank) both hereby irrevocably and unconditionally guarantee to pay to MRB, forthwith on mere demand and without any demur, as may be claimed by MRB to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by MRB by reason of failure to perform the said works as per the said contract.

b) Notwithstanding anything to the contrary, the decision of MRB as to whether the hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask MRB to establish its claim or claims under this Guarantee but shall pay the same to MRB forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by MRB on the Bank shall be conclusive and binding notwithstanding any difference/dispute between MRB and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

c) This Guarantee shall expire at the close of business hours on \_\_\_\_\_ (this date should be the date of expiry of the warranty plus 180 days) without prejudice to MRB's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).

d) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of MRB in writing and this Guarantee shall continue to be

enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of MRB under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or MRB certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

e) In order to give full effect to the Guarantee herein contained, MRB shall be entitled to act as if the Bank is MRB's principal debtors in respect of all MRB's claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee. 6). The Bank agrees with MRB that MRB shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by MRB against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of MRB or any other indulgence shown by MRB or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

f) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of MRB by any amalgamation or absorption or with the contractor, Bank or MRB, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

g) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

h) Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

i) It shall not be necessary for MRB to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us not withstanding any other security which MRB may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

j) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee.

k) Notwithstanding anything contained herein: -

1) Our liability under this Bank Guarantee shall not exceed and is restricted to \_\_\_\_\_ (Rs. \_\_\_\_\_ only).

2) This Guarantee shall remain in force up to \_\_\_\_\_ or up to the date extended by renewal of this guarantee.

3) Unless the demand/claim under this guarantee is served upon us in writing before \_\_\_\_\_ or on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of MRB under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

1) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this ----- ---- day of ----- 202... at

For and on behalf of ----- Bank.

Sd/\_\_\_\_\_