

Tender for Comprehensive Annual Maintenance Contract of 25 litre RO Water Purifiers at AIIMS-Jodhpur.

N.I.T. No.	AIIMS-JDH/EE/ELECT/2023-24/05 (Second call)
NIT Issue Date	05 th July, 2023
Last Date of Online Submission of tender	12 th July, 2023 up to 03:00 PM
Bid Opening	13 th July, 2023



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan

Telephone : 0291- 2740741, email: saxenap@aiimsjodhpur.edu.in

www.aiimsjodhpur.edu.in

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Executive Engineer (E)
AIIMS, Jodhpur

NOTICE INVITING TENDER

S. No.	Particular	Remarks
1.	Name of work	Comprehensive Annual Maintenance Contract of 25 litre cap. RO Water Purifiers (Make Ion-Exchange) at AIIMS-Jodhpur.
2.	NIT No.	AIIMS-JDH/EE/ELECT/2023-24/05 (Second call)
3.	Contract period	01 year
4.	Total estimated cost of work	₹ 4,31,000.00
5.	Tender documents	Download from following websites- www.aiimsjodhpur.edu.in http://eprocure.gov.in
6.	Last date and time for online submission of tender	12 th July, 2023 upto 03:00PM
7.	Date of online technical bid opening	13 th July, 2023.
8.	Website for online submission of tender	https://eprocure.gov.in/eprocure/app .

*** Please read carefully the notes given with the tender Notice.**

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Definitions:

- (i) “Client” means The Director, AIIMS- Jodhpur.
- (ii) “Institute” means All India Institute of Medical Sciences, Jodhpur
- (iii) “Engineer-In-Charge” means Assistant Engineer (Electrical), AIIMS- Jodhpur.
- (iv) “Contractor / service provider / bidder” means the individual or the firm providing operation and maintenance services incorporated in the contract
- (v) “e-Tender” means Tender received from a Firm / Tenderer / Bidder.
- (vi) “e-Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (vii) “Goods” means the articles, material, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to be supplied / services to the client under the contract.
- (viii) “Services” means Comprehensive Annual Maintenance Contract of 25litre RO Water Purifiers (Make: - Ion-Exchange) at AIIMS-Jodhpur and other such obligations of the supplier covered under the contract.
- (ix) “Contract” means the written agreement entered into between the Client and/or Contractor/ Service provider, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (x) “Performance Guarantee or PG” means monetary or financial guarantee to be furnished by the successful tenderer for due Performance of the contract placed on it.
- (xi) “Security Deposit” means the amount deducted from the respective bills for works.
- (xii) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xiii) “Inspection” means activities such as measuring, examining, testing of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiv) “Day” means calendar day.

Abbreviations:

- (i) “TE Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GCC” means General Conditions of Contract
- (iv) “SOW” means Scope of work
- (v) “TS” means Technical Specifications
- (vi) “NSIC” means National Small Industries Corporation
- (vii) “LSI” means Large Scale Industry
- (viii) “SSI” means Small Scale Industry
- (ix) “PBG” means Performance Bank Guarantee
- (x) “GST” means Goods and Services Tax
- (xi) “FOR” means Free on Rail
- (xii) ” MOH&FW” means Ministry of Health & Family Welfare, Government of India

Instructions for the Bidder/ The service provider/ Bidder:-

Online Tender is hereby invited by the undersigned on behalf of the Executive Director, AIIMS Jodhpur for Comprehensive Annual Maintenance Contract of 25-liter cap. RO Water Purifiers (Make - Ion-Exchange) installed at AIIMS-Jodhpur.

1. “Bids shall be submitted online only at CPPP website:

<https://eprocure.gov.in/eprocure/app>.

2. The complete bidding process is online. Bidder should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
3. Bidder/service provider are advised to follow the instructions provided in the ‘Instructions to the service providers/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>’.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid. The tender received after this deadline shall not be entertained under any circumstances whatsoever.

The offers submitted by e-mail/by hand shall not be considered. No correspondence will be entertained in this matter.

6. Technical Bid

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- *Copy of authorized dealership / distributorship / service provider certificate from Ion-Exchange OR Eureka-Forbes.*
- Copy of PAN Card Registration.
- Copy of GST registration certificate.
- Certificate as per Annexure-I to IV
- The last three years average turnover should be 50% of the estimated cost.

II. Financial Bid

Price bid Form - Price must be quoted as per format specified; failing which tender shall be summarily rejected.

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ACCEPTANCE OF TENDER CONDITION
(To be submitted on Letter Head of the Company/Firm)

TENDER NOTICE NO: AIIMS-JDH/EE/ELECT/2023-24/05 (Second call)

Item Rate Bid for the work: Comprehensive Annual Maintenance Contract of 25-liter cap. RO Water Purifiers (Make Ion-Exchange) installed at AIIMS-Jodhpur.

T E N D E R

I/we have read and examined the notice inviting tender, all the annexures, General Conditions of Contract, Technical Specifications, Scope of works for the said work, conditions / other rules referred to in the condition of contract and all other contained in the tender document for the work.

We agree to keep the tender open for **180 days** from the due date of its opening of technical bid and not to make any modification in its terms and conditions.

If I/We fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the Executive Director, AIIMS- Jodhpur or his successors, in office shall without prejudice to any other right or remedy, be at liberty to reject our bid absolutely. Further, if I/We fail to commence work as specified, I/ We agree that the Executive Director, AIIMS- Jodhpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance guarantee absolutely. The said Performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in the tender form. Further, I/We agree that in case of forfeiture of Performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been executed through another contractor on a back to back basis. Further that, if such a violation comes to the notice of the institute, then I/we shall be debarred for tendering in AIIMS- Jodhpur in future. Also, if such a violation comes to the notice of the institute before the date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance guarantee. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Union of India.

Dated

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

General Conditions of Contract

1. **Rate:** Rates to be quoted as per Financial Bid considering nature of work and cost of material involved with delivery at site / FOR etc. Only GST will be paid extra as applicable.
2. **Validity:** The quoted rates must be valid for a period for **180 days** from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected without assigning any reason thereof. The bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender. In case the last date of sale / of receipt of tender / of opening the tender is declared as Holidays, the respective dates shall be treated as postponed to the next working day accordingly.
3. **Technical Evaluation:**
 - a) Detailed technical evaluation shall be carried out in pursuant to the conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms & condition of the tender without any deviation.
 - b) The determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The evaluation of the technical bids will also be done to determine whether they are complete, required sureties have been furnished, all the documents have been properly authorized and are in order.
4. **Financial Evaluation:**

After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer on composite basis.
5. **Right of acceptance:** *The Client have right to accept or reject any or all tenders or cancel or withdraw the tender notice without assigning any reasons thereof. Also, does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained. Conditional bid/s will be treated as unresponsive and will be rejected*
6. **Signing of Contract:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) within fifteen (15) days of the issue of the Letter of notification of award along with performance guarantee. In the event of failure to sign the Contract / non-submission of performance guarantee within the period stipulated above, the acceptance of BID shall be considered as canceled.
7. **Performance guarantee:**
 - a) As a contract security for faithful performance of the contract in accordance with all the terms and conditions specified in the tender, the successful bidder shall furnish a Performance guarantee @ 3% of order value in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur" after receipt of work order.
 - b) The client has the right to encash the PG in full or part for non-compliance of any or all the terms and conditions of the tender / contract and to recover any Liquid Damages and penalties under the contract as well as against defects in any work as enumerated in the tender / contract.
 - c) In case of part encashment, the validity of the PG shall have to be kept valid for the remaining period as per contract, for the balance amount or for a period as required by the client.
 - d) **Refund of PG-** The Performance guarantee will be refunded after completion of work in accordance with all the contractual obligations and issuance of completion certificate from Engineer-In-Charge. No any interest will be admissible / paid on PG.
8. **Security Deposit:**
 - a) Security Deposit @5% will be deducted from the consecutive running bills of the Contractor upto Final bill.

- b) The client will have the right to encash the SD in full or part for non-compliance of any or all the terms and conditions of the tender / contract and to recover any Liquid Damages and penalties as enumerated in the tender / contract.
- c) SD will be refunded only after completion of all contractual obligations and release of Completion certificate. No any interest will be admissible / paid on SD.
- 9. Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of the bidder shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Client may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
- 10.** Information and instruction posted on websites with respect to this NIT, will be forming the part of NIT and agreement.
- 11. Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person/party or will first obtain permission in writing from the Client, which will be at liberty to refuse if it thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.
- 12. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned in tender, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by the institute in that event and the PG/SD shall also stand forfeited.
- 13. Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the client shall have the power to terminate the contract without any prior notice.
- 14. Applicable Law:**
- The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
 - The contractor shall follow all the government labor laws, minimum wages, labor safety, labor insurance etc. Any disputes are subject to exclusive jurisdiction of competent court and forum in Jodhpur, Rajasthan, India only.
 - The Arbitration shall be held in accordance with the provision of the Arbitration and conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.
 - Force Majeure: Any delay due to Force Majeure will not be attributable to the service provider.
- 15.** The bidder is specifically required to quote only one rate against each item. The rate Quoted shall conform to all the prescribed scope of work.
- 16.** The quantities are approximate and are liable to change up to any extent on either side i.e. Increase or decrease. The Engineer-in-Charge reserves the right to order deviation from the quantities mentioned in the tender. The service provider shall provide the additional quantity on the rates quoted in the tender documents. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the execution of work in full as mentioned in tender but which did not derive any consequence to execute the work as mentioned in tender.
- 17.** Any information / document required for verification shall be provided by the bidder.

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SCOPE OF WORK

1. Time to time inspection and Free replacement of worn-out/exhausted parts like Inlet & Outlet Pipes/Hoses, Socket, Bend (elbow), Tee, Waste Pipe, Hose Clips, On-off switch, SV, Auto Cut Sensor/Switch, LED indicator, SMPS/Adaptor, Sediment and Carbon Filters, Membranes & Booster Pump etc. during the periodical servicing or breakdown visits during the service contract period. Parts replaced should be of Ion Exchange or Eureka-Forbes make.
2. Cleaning of Filters should be done on a monthly basis and records should be maintained in this regard.
3. Replacement of pre-filter candles, activated carbon (mandatory twice) and Membrane (mandatory once) will be done as per the requirement during the service contract period.
4. All consumables required for servicing / repairing will be in the bidder's scope.
5. Firm has to submit a service/repair report of every RO purifying unit to the Engineer in-charge during each visit.
6. Maintenance visits will be quarterly per water purifier, but in case of breakdown repair should be attended within 24 hrs. After lodging the complaint failing which a penalty at the rate of Rs.500/- per day shall be applicable.
7. Additional visits have to be made during the contract period in the event of any breakdown/malfunctioning of the equipment or on intimation in this regard by the customer, is within the purview of this tender and no extra payment will be made.
8. All the RO units should be handed over in working condition after completion of contract.
9. Payment will be made on a quarterly basis after completion of satisfactory services. Firm has to submit a quarterly service report (signed by Junior Engineer, AIIMS) along with TDS reading of all RO purifier units along with the invoice.
10. Service provider has to depute a technician to visit the institute on a daily basis.
11. Records related with maintenance of RO Water purifiers shall be made available as and when required by the E-I-C.

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AIIMS, Jodhpur

TECHNICAL SPECIFICATIONS

S. No.	Item Description	Qty.	Unit
1.	25 liter RO Water Purifier (Make Ion-Exchange, model Zero B) having Sediment filter of 10 Micron, RO Membrane size 1812 and others as per manufacturer specification.	50	Nos.

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AIIMS, Jodhpur**

Annexure- I

DETAILS OF THE BIDDER

S. No.	Details of the Bidder	
1.	Name of Firm /Service provider	
2.	Complete Address:	
3.	Name of Proprietor/ Partner	
4.	State clearly whether it is sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organization	
5.	Whether the firm is a registered firm with Ion Exchange or Eureka-Forbes Yes/No (attach copy of authorization certificate).	
6.	GST Registration No.	
7.	Permanent Account No. (Copy must be provided)	
8.	Any other information, if necessary	
9.	Official Email ID	
10.	Contact No.	

Date:

Name:

Place:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Annexure- II

UNDERTAKING

(To be submitted on letter head of the company / firm)

I hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I also certify that the firm will supply the services as per the specification given by the Institute and also abide by all the terms and conditions stipulated in tender.

I also certify that the information given in the bid is true and correct in all aspects and if in any case at a later date it is found that any detail/s provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may impose any action as per NIT rules.

Date:

Name:

Place:

Business Address:

Signature of Bidder:

Seal of the Bidder:

ANNEXURE –III

FINANCIAL INFORMATION

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

i. Gross Annual Turn Over

Descriptions	2020-21	2021-22	2022-23
Gross Annual Turn Over			
Average turn-over of three years			

Signature of Bidder(S) with Seal

Signature of Chartered Accountant with Seal

ANNEXURE –IV

TENDER ACCEPTANCE CERTIFICATE

(On letter head of company /firm)

To,
The Director,
All India Institute of Medical Sciences,
Jodhpur (Raj.)

Ref.: Your NIT No.: AIIMS-JDH/EE/ELECT/2023-24/05 (Second call), Due date: 12th July, 2023

I / We, the undersigned have examined the above-mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to render services and technical support under scope of Water Coolers in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items / services for which tender has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with a Performance Guarantee of required amount in an acceptable form as mentioned in your NIT. We agree to keep our bid valid for a period of **180 (One Hundred Eighty days)** for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Agreement / Contract is executed; this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments /PSU etc. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum, if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Performance Guarantee.

I/We undertake and confirm that eligible similar works(s) have/have not been executed through another contractor on a back-to-back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for bidding in AIIMS organization in future forever. Also, if such a violation comes to the notice of the institute before the date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

(Scanned copy to be uploaded at the time of submission of bid along with the technical bid)

Name:

Business

Address:

Place:

Date:

Signature of Bidder(s) with Seal

Check List for Documents Required with Technical Bid
(To be attached with the Technical Bid)

S. No.	Detail provided	Compliance (to be ticked as attached)	Page no. of bid
1.	Notice Inviting Tender (Read and Accepted)	Yes / No	
2.	Copy of Authorization Certificate issued by Ion Exchange OR Eureka-Forbes (Attached)	Yes / No	
3.	Copy of PAN Card Registration (Attached)	Yes / No	
4.	Copy of GST registration certificate. (Attached)	Yes / No	
5.	General Conditions of Contract (Read and Accepted)	Yes / No	
6.	Scope of Work (Read and Accepted)	Yes / No	
7.	Technical specifications (Read and Accepted)	Yes / No	
8.	Acceptance of tender conditions (Filled and Attached)	Yes / No	
9.	Annexure – I (Technical Bid) (Filled and Attached)	Yes / No	
10.	Annexure – II (Undertaking) (Filled and Attached)	Yes / No	
11.	Annexure – III (Financial Information) (Filled and Attached)	Yes / No	
12.	Annexure – IV (Tender Acceptance Certificate) (Filled and Attached)	Yes / No	
13.	Checklist for Documents Required (Filled and Attached)	Yes / No	

Date:

Name :

Place:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Format for Performance guarantee in case of Bank Guarantee
(TO BE FURNISHED BY CONCERN BANK)

1. In consideration of the Executive Director, AIIMS, Jodhpur (hereinafter called "the Government ") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor(s)") for the work _____ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.
We _____ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government.
2. We _____ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.
5. We _____ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.
6. We _____ further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
8. We _____ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged. Dated the _____ day of _____ For _____ (Indicate the name of Bank).