

ARMY PUBLIC SCHOOL GOPALPUR

**TENDER FORM FOR CIVIL WORK CONSTRUCTION OF TEMPORARY MULTI
PURPOSE HALL (MPH) IN APS GOPALPUR PREMISES
TENDER INQUIRY NO 3627/APS/MPH/2020-21 DT 30 JUN 2020**

**ONLINE FORWARDING OF TENDER FORM ON 30 JUN 2020
BETWEEN 0900 HOURS TO 1700 HOURS**

Sarmista Traders
Berhampur
Mob No. : 9090078389

1. The School is interested in Constr of Temp Multi Purpose Hall (MPH) consisting of following items:-

Ser No	Nature of Work
(a)	Foundation- Civil Work
	(i) RCC Column 18" x 18" x 6' (volume), Base 3'x3'
	(ii) Tie Beam: PCC flooring up to bolt level: Sand filling + Curing + Labouring (up to 1 Feet)
(b)	Structured Shed Work- Column Erection
(c)	Side Wall - Brick Wall (10Ft)
(d)	Structured Shed Work - Truss Top
(e)	Structured Shed Work - Cross Bracing
(f)	Structured Shed Work - Sheet Fixing & Roof Sloping
(g)	Structured Shed Work – Painting & Roof Ceiling Leakage Solutions
(h)	Side Wall -Vertical Framing with Sheet (15Ft) Structure

2. Technical Specifications of the work required is attached as Appendix. A
3. Technical Bid and Terms and conditions is attached as Appendix. B.
4. Commercial Bid is attached as Appendix. C.
5. You are requested to submit your quotation in a sealed envelope and drop it in the Box placed at the APS,Gopalpur, Main Gate **by 1700 hours on 16 Jul 2020.**
6. The school reserves its right to alter the quantities/items or reject any quotation without assigning any reasons whatsoever.

7. Items are to be supplied against a supply order. Payment will be released by cheque once the items have been received and checked for correctness by a Board of officers/Teachers.

Yours faithfully,

A square box containing a handwritten signature in black ink. The signature is cursive and appears to be 'J. W.' with a horizontal line at the end.

(Signature of Principal)

Encls:- As above.

Appendix 'A'

(Refers to Para 2 of Tender Form)

TECHNICAL SPECIFICATIONS OF TEMPORARY MULTI PURPOSE HALL (MPH)

Ser No	Nature of Work	Specification	Compliance (Yes/No)	Remarks
1.	Foundation- Civil Work			
	(a) RCC Column 18" x 18" x 6' (volume), Base 3'x3'	20 pcs (09 Nos on Both Sides, 02Nos(of 78 Feet) on Sides, End to End)		
	(b) Tie Beam: PCC flooring up to bolt level: Sand filling + Curing + Labouring (upto 1 Feet)	148x2= 296, 78x2=156, 296+156=452 Running Feet		
2.	Structured Shed Work- Column Erection	Foundation Bolt x 80 Pcs: 20mm Thickness, Column Base Plate : 16mm, Top Plate:12mm,Column : 250 x 100ISMB(Sail)		
3.	Side Wall - Brick Wall (10Ft)	148x2=296, 78x2=156, 296+156=452x10=4620 Running Feet		
4.	Structured Shed Work - Truss Top	-Truss Top & Bottom (09Pcs): 72 x 72 x 2.6mm SHS, -Gutter Line (02Pcs): 25x25/32x32(0.45 Colour coated) -U-Channel, Purlin (18 to 20 Approx) : 50 x 50 x 2.6mm SHS		
5.	Structured Shed Work - Cross Bracing	Cross Bracing (09-11 Approx): 60 x 40 x2.6 mm SHS		
6.	Structured Shed Work - Sheet Fixing & Roof Sloping	Colour Coated Profile Sheet & Galvalum Sheet : 0.45 mm (Good Brand), Roof Slope : 10 : 1 Ratio		
7.	Structured Shed Work – Painting & Roof Ceiling Leakage Solutions	1 Coat Paint and 01 Year Warranty for Ceiling Leakage		
8.	Side Wall -Vertical Framing with Sheet (15Ft) Structure	148x2=296, 78x2=156, 296+156=452x15=6780 Running Feet		

Note:-

1. Complete installation on site as per school plan.
2. On site visit during school hours all working days from 0900hr to 1500hr
3. Price for each items will be quoted separately for a minimum of two Brands.
4. Prices quoted must be inclusive of all taxes, duties and levies.

Appendix 'B'
(Refers to Para 3 of Tender Form)

TECHNICAL BID

TENDER DOCUMENTS AND TERMS & CONDITIONS FOR TECHNICAL BID

The following documents and specification will also be submitted with Technical Bid:-

<u>S No</u>	<u>Documents/ Features of Items</u>	<u>Document Produced by Vendor Yes/ No</u>	<u>Remarks</u>
1.	No of years of experience for civil construction work		
2.	Civil Work for last two years		
3.	List of establishments/organization where your firm is executing/has executed supply along with a Xerox copy of work order/certificate of satisfactory performance		
4.	Profile of company		
5.	DD of Rs1000/- (refundable) in favour of "Army Public School Gopalpur"		
6.	Company Brochure including supply of materials		
7.	Terms and conditions accepted or not		

COMMERCIAL BID

COMMERCIAL BID FOR TENDER DOCUMENTS

<u>S No</u>	<u>Make/Model</u>	<u>Specification</u>	<u>Unit Price incl all taxes & duties</u>	<u>Total Price incl all taxes & duties</u>
1	Foundation- Civil Work			
	(a) RCC Column 18" x 18" x 6' (volume), Base 3'x3'	20 pcs (09, Both Side, 02, on 78 Feet Side, End to End)		
	(b) Tie Beam: PCC flooring up to bolt level: Sand filling + Curing + Labouring (up to 1 Feet)	148x2= 296, 78x2=156, 296+156=452 Running Feet		
2	Structured Shed Work- Column Erection	Foundation Bolt x 80 Pcs: 20mm Thickness, Column Base Plate : 16mm, Top Plate:12mm,Column : 250 x 100ISMB(Sail)		
3	Side Wall - Brick Wall (10Ft)	148x2=296, 78x2=156, 296+156=452x10=4620 Running Feet		
4	Structured Shed Work – Truss Top	Truss Top & Bottom (09Pcs): 72 x 72 x 2.6mm SHS, Gutter Line (02Pcs): 25x25/32x32(0.45 Colour coated) U-Channel, Purlin (18 to 20 Approx) : 50 x 50 x 2.6mm SHS		
5	Structured Shed Work - Cross Bracing	Cross Bracing (09-11 Approx): 60 x 40 x2.6 mm SHS		
6	Structured Shed Work - Sheet Fixing & Roof Sloping	Colour Coated Profile Sheet & Galvalume Sheet : 0.45 mm, Roof Slope: 10 : 1 Ratio		
7.	Structured Shed Work – Painting & Roof Ceiling Leakage Solutions	1 Coat Paint and 01 Year Warranty for Ceiling Leakage		
8.	Side Wall -Vertical Framing with Sheet (15Ft) Structure	148x2=296, 78x2=156, 296+156= 452x15=6780 Running Feet		

Note:-

1. Complete installation on site as per school plan.
2. Price for each items quoted separately of two Brands.
3. Prices quoted inclusive of all taxes, duties and levies.

**TERMS AND CONDITION FOR CIVIL WORK CONSTRUCTION OF
TEMPORARY MULTI PURPOSE HALL (MPH) IN APS, GOPALPUR**

PART I

Dear Sir/Madam,

1. Please refer to our Tender inquiry No 3627/APS/MPH/2020-21 dt30 Jun 2020.
2. Terms Conditions for “**Civil work Construction of Temporary Multi Purpose Hall (MPH)**”in Army Public School, Gopalpur, Odisha are given out in succeeding paragraphs.
3. Following documents shall be the sole repository of this transaction:-
 - (a) Your Tender inquiry No 3627/APS/MPH/2020-21 dt30 Jun 2020.
 - (b) Contactor’s (M/s_____) quotation _____dt _____.
4. **Requirement for Construction of Temp Multi Purpose Hall(MPH)/Completion.**
 - (a) Construction of Temporary Multi Purpose Hall (MPH) shall be completed within **three months** from the date of issue of Supply Order at APS, Gopalpur (Odisha). On completion of the said construction of MPH, APS Gopalpur(the user) will issue a certificate as per format attached at **Annexure ‘A’**.
 - (b) On completion of the Acceptance and Testing Board (ATB) for the MPH, APS Gopalpur(the user) will issue a certificate as per format attached at **Annexure ‘B’,‘C’ & ‘D’**.
5. **Delivery/Construction Period.** Construction period would be as given in paragraph 4(a) above. Please note that contract can be cancelled unilaterally by the user in case construction is not completed within the contracted period. Extension of contracted construction period will be at the sole discretion of the user, with possible applicability of Liquidated Damage (LD) clause.

6. **Consignee Details.**

**Army Public School Gopalpur,
Golabandha, Distt- Ganjam
PIN-761052**

7. **Liquidated Damages (LD).** In the event of the Contractor’s failure to submit the Bonds/ Guarantees and Documents, supply the stores/goods, construction of the MPH in accordance with the Tender Specifications etc as specified in this contract, the user may, at his discretion, withhold any payment until the completion of the contract. The user may also deduct from the contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of total cost of the project.
8. **Method of Payment of Liquidated Damages.** The amount charged as liquidated damages would be deducted by the Customer from the amount due for payment to you. If the amount of such LD exceeds the payment due to you, you shall within 30(Thirty) days make payment to the Customer in FULL & FINAL settlement of claims less the value of the bank guarantee if encashed.

SPECIAL CONDITIONS

9. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee (in form of a Demand Draft) through a public sector bank or a private sector bank authorized to conduct Government business for a sum of equal to **10%** of the contract value within **30 days** beyond the date of warranty. The specimen of PBG is att at **Annexure ‘E’**.

10. **Option Clause.** NA.
11. **Repeat Order Clause.** NA.
12. **Acceptance Testing.** All construction will be subjected to detailed acceptance testing procedure by a Board of Officers/teachers as per scope of work for the project. The details of the procedure will be worked out jointly by the contractor and the user. The specification of the items should be in conformity with the details provided by the contractor and as per the given specifications. Any additional equipment needed for acceptance testing would be provided by the contractor at his own cost. In case any item(s) is found not as laid down specifications and the consignment rejected, the contractor shall remove the items from user premises at his cost. The user would issue an acceptance certificate on successful completion of acceptance testing.
13. **Mode of Payment.** One Time after being checked by the Acceptance and Testing Board for specifications and functionality of the MPH through cheques.
14. **Advance Payments.** No advance payment(s) will be made.
15. **Paying Authority.** Payment will be made by Principal, APS Gopalpur. The payment of bills will be made on submission of the following documents by the contractor along with the bills :-
- (a) Ink-signed copy of contingent bill/Seller's bill.
 - (b) Ink-signed copy of Commercial invoice/Seller's bill.
 - (c) CRVs in duplicate.
 - (d) Construction completion certificate & acceptance certificate.
 - (e) Exemption certificate for excise duty/Customs duty, if applicable.
 - (f) Bank guarantee for advance, if any.
 - (g) Guarantee/Warranty certificate.
 - (h) Performance Bank guarantee/indemnity bond where applicable.
 - (j) Details for electronic payment viz Account holder's name, Bank name, branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in Supply Order/Contract).
 - (k) Any other document/certificate that may be provided for in the Supply Order/Contract.
 - (l) Xerox copy of PBG, if applicable.
16. **Earliest Acceptable Year of Manufacture.** 2019/20 Quality/life Certificate will need to be enclosed with the bill.
17. **Quality.** The quality of the stores used for construction according to the present Contract shall correspond to the technical conditions and standards valid for these same stores in the country or specifications enumerated as per TE and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The contractor confirms that the stores to be used for construction under this Contract shall be new i.e. not manufactured before 2019, and shall incorporate all the latest improvements and modifications thereto. The contractor shall supply an inter changeability certificate along with the changed part numbers wherein it should be mentioned that items would provide as much life as the original items. The contractor should also be committed to provide higher quality product offered in case the offered product becomes obsolete or newer products are available without any change in the terms and conditions and prices quoted.

18. **Quality Assurance.** Contractor would provide the Standard Acceptance Test Procedure (ATP) within 10 days of this date of contract. User reserves the right to modify the ATP. contractor would be required to provide all test facilities (if any) for acceptance and inspection by Buyer. The details in this regards will be coordinated during the negotiation of the contract. The items used for construction should be of the **latest manufacture, confirming to the current production standard and having 100% defined lift at the time of construction.**

19. **Inspection Authority.** The inspection will be carried out by a Board of Officers on behalf of the buyer. The mode of inspection will be joint inspection.

20. **Warranty.** The following Warranties will form part of the contract placed on successful Bidder:-

(a) The contractor warrants that the goods used for construction under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The contractor warrants for a period of **60 months** from the date of acceptance of the constructed Multi Purpose Hall (MPH) or date of completion of construction, whichever is later, that the goods/stores supplied used for construction under the contract and each item used in the manufacture thereof shall be free from all types of defects/failures. Onsite comprehensive warranty will be provided.

(c) If within the period of warranty, the MPH is reported by the user to have had any structural or performance issues as per specifications, the contractor shall either replace or rectify the same free of charge provided that the goods are used and maintained by the user as per standard instructions provided by the Seller. Warranty of the MPH would be extended by such duration of downtime. Record of the down time would be maintained by the user. Spare/additional items required for warranty repair shall be provided free of cost by the seller. The contractor also undertakes to repair/replace the goods/items arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the user and the Seller.

(c) The contractor also warrants that necessary service and repair during the warranty period of the MPH shall be provided by the contractor and he will ensure that the downtime is restricted to within 0.5% of the warranty period. This amounts to total maximum downtime of nine days during warranty.

(d) If a particular goods/item fails frequently and/or, the cumulative down time exceeds 1.5% of the warranty period, the complete goods/items shall be replaced free of cost by the contractor within a stipulated period of 30 days of receipt of the notification from the Buyer. Warranty of the replaced item of the MPH would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(e) During the warranty period, all warranty benefits received by the contractor from the OEMs, for any items (used in the construction of the MPH) pertaining to third parties will be passed on to the Buyer.

(f) Where tenders are quoted for by resellers/ partners on behalf of OEMs ,proof in writing to the effect that a back to back arrangement /exercising of support pack options exist with the OEM for entire duration of warranty, shall be provided on placement of supply order. Failure to provide sufficient proof for the arrangements shall either result in non-processing of payments due to the contractor or cancellation of supply order.

21. **Condition DuringWarranty.** The MPH should fulfil the following conditions during the warranty :-

(a) Any failure in the construction or an item/good thereof should be rectified within a maximum period of 48 hours of lodging a complaint.

(b) If the quality of construction leads to the MPH being unusable beyond 48 hours certain amount per day will be charged or recovered out of the Bank Guarantee/Balance payment held with the School towards warranty/AMC/FSMA. In case of the MPH being unusable for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of seller, which will be deducted from the Bank Guarantee/Balance payment held with the School due to the seller.

(c) Any construction defect, recurring three times within a period of three months or any item/good displaying mal functional behaviour or manufacturing defects or quality problems will be totally replaced by the contractor at his risk and cost within 30 days of being intimated.

22. **Delivery and Implementation Schedule.** Construction of Temp Multi Purpose Hall (MPH) shall be completed within the time period as specified at Paras 4 & 5.

23. All packing cases, containers, packing material and other similar items shall be removed from the construction site by the Contractor, unless otherwise specially agreed upon.

24. **Maintenance.** In order to ensure functionally during the lifetime the contractor would provide the following:-

(a) Warranty for all items for at least one year from the date of acceptance.

(b) During the period of warranty the contractor will ensure that any maintenance of the Temp Multi Purpose Hall (MPH) restores it to exactly the same state as at the time of acceptance.

(c) The contractor will continue to provide spares/items on payment and maintenance support during the complete lifetime of the construction.

25. **Acceptance Testing.** Completion of temporary Multi Purpose Hall (MPH) will be at site location of Army Public School, Gopalpur. The contractor and the user will work out the details of the Acceptance and Testing procedure jointly. The specifications of the goods/items should be in conformity with the details provided by the contractor and as per the given specifications. Any additional construction required by the acceptance testing would be carried out by the contractor at his own cost. The user would issue an acceptance certificate on successful completion of acceptance testing. The warranty would commence on the date of completion of the acceptance of the construction of MPH by a Board of Officer conducting the Acceptance testing.

26. **Payment Term.** One Time after being checked by the Acceptance and Testing Board for specifications and functionality of the MPH through cheques.

27. **Final Price.** The total price of the project that is finally accepted as per your Quotation will be inclusive of all taxes, packing, forwarding, installation, freight, insurance etc and free comprehensive warranty for sixty months.

28. **Bank Guarantee (If Applicable).** 10% of the complete cost of the project shall remain under Bank Guarantee till expiry of the warranty/contract period. The contractor shall furnish a Bank Guarantee equal to 10% of the total value of the supply order within seven days of receipt of supply order/to a maximum of ten days from the date of issue of this supply order. In case of non adherence to the delivery schedule for all deliveries of the project as given in para 5, liquidated damaged as given at paras 7 & 8 will be deducted from this amount. The performance bank guarantee will be on a Nationalized Bank of India only. The Bank Guarantee will be valid till expiry of the warranty/contract.

29. **Liquidated Damaged (LD).** If the contractor fails to complete in full, all deliveries of items, or fails to complete the implementation within the stipulated period, in accordance with the supply order the contractor shall be liable to pay to the user liquidated damages, at the rate of one percent (1%) of the total value of the supply order, for each complete week or part thereof, of delay, up to a maximum of ten percent (10%) of the value of supply order. Thereafter the

customer would have the option to buy the items/from the market at the vendors risk and cost. The mode and method of such risk purchase would be as prescribed by Govt of India.

30. **Method of Payment of LD.** The amount charged as LD shall be deducted by the user from the amount due for payment to the contractor. If the amount such LD exceeds the payments due to the contractor, heshall within 30 (thirty) days make payment to the user in FULL & FINAL settlement of claims less the value of the bank guarantee if encashed, where applicable.

31. **Terms of Payment.** The terms of the payment are as given below:-

(a) Payment would be made in four quarters.

(b) However 10% of the total cost may be retained by the school as security deposit which will be refunded without interest after expiry of contract period.

32. **AMC.** After the expiry of five years warranty period, the contractor shall be contractually bound to enter into Annual Maintenance Contract at the discretion of the user for the period as desired by the user. Details of the AMC may be mutually worked out between the user and Contractor later.

OTHER DETAILS

33. **Distribution**

(a) **Paying Authority.** Principal, Army Public School, Gopalpur

(b) **Inspection Authority.** Board of Officers to be detailed by local fmn HQ.

(c) **Consignee.** Principal, Army Public School, Gopalpur

(d) **Inventor (Address), if applicable.** NA

(e) **User (Address), if applicable.** Principal, Army Public School, Gopalpur.

34. **Legal Address of user and Contractor.**

Contractor Address

User Address

Principal
APS Gopalpur

Thanking you,

Yours sincerely,



(_____)
Principal

Enclosures :-

1. Annexure 'A' (Format of Acknowledge by the Vendor)
2. Annexure 'B' (Format of Training completion certificate)
3. Annexure 'C' (Format of Delivery Certificate)
4. Annexure 'D' (Format of Acceptance certificate)
5. Annexure 'E' (Format of Bank Guarantee)

Annexure 'A'

(Refers to Para 4(a) of Technical Bid and Terms & Conditions of Tender Document)

No _____

Principal
APS Gopalpur

Sir,

1. Receipt is ack of your Supply Order No _____ dt _____ together with enclosure.
2. We hereby agree to supply the said items as per the terms and conditions contained therein.

Annexure 'B'

(Refers to Para 4(b) of Technical Bid and Terms & Conditions of Tender Document)

COMPLETION CERTIFICATE

This is to certify that construction of "Temporary Multi Purpose Hall (MPH) at Army Public School, Gopalpur has been completed successfully at Army Public School, Gopalpur (Odisha) as mentioned in the Supply order No _____ dated _____

Principal
Army Public School Gopalpur
Dist- Ganjam, Odisha, Pin-761052

Office Seal



(_____)
Principal

Annexure 'C'

(Refers to Para 4(b) of Technical Bid and Terms & Conditions of Tender Document)

DELIVERY CERTIFICATE

This is to certify that all the items required for construction of "**Temporary Multi Purpose Hall (MPH) at Army Public School, Gopalpur** as mentioned in the Supply Order No _____ dated _____) have been received from

M/s _____ on _____.

Principal
Army Public School Gopalpur
Dist- Ganjam, Odisha, Pin-761052



Office Seal

(_____)
Principal

Annexure 'D'

(Refers to Para 4(b) of Technical Bid and
Terms & Conditions of Tender Document)

ACCEPTANCE CERTIFICATE

1. Certified that all the items used for construction of "**Temporary Multi Purpose Hall (MPH) at Army Public School Gopalpur**" as mentioned in the Supply Order No _____ dated _____) have been physically checked and tested. All the items are found to be correct and meet the specifications mentioned in the supply order and are in serviceable condition.

2. The Temporary Multi Purpose Hall (MPH) stands accepted from dt _____ and it is recommended that the same be taken on charge.

Office Seal

Presiding Officer

Annexure 'E'

(Refers to Para 9 of Technical Bid and Terms & Conditions of Tender Document)

(Stamp Paper)

(Banker's Name and Address)

Principal
Army Public School Gopalpur

Bank Guarantee No _____

Amount of Guarantee _____

Guarantee valid up to _____

Last date for lodgement of claim _____

This deed of guarantee is executed by the _____ (Banker) constituted under the State Bank India (Subsidiary Bank) Act, 1959 having its Head Office at _____ and other places, a branch _____ Lucknow and amongst referred to as the Bank in favour of (Name of School) (hereinafter referred to as the beneficiary) for an amount not exceeding Rs _____ (Rupees _____) at the request of _____ (Hereinafter referred to as the contractor (s)). This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs _____ (Rupees _____) and the guarantee shall remain in full force up to _____ (date of Guarantee) and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (Date of guarantee).

In consideration of the 'the Beneficiary' having agreed to exempt _____ (Contractor) from the demand there under the terms and conditions of an Teacher/Enquiry/Order No _____ dated _____ made between _____ (Contractor) and the 'the Beneficiary' (hereinafter called the "agreement"), of performance guarantee for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs _____ we _____ (bankers) (hereinafter referred to as "the Bank") at the request of _____ (contractor) do hereby undertake to pay the beneficiary an amount not exceeding Rs _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Beneficiary by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We _____ (Bankers), do hereby undertake or pay the amount and payable under this guarantee, without any demur, merely on demand from the beneficiary standing that the amount claimed is due by way of loss or damage caused to or would to or suffered by the Beneficiary by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____.

3. We undertake to pay to the Beneficiary any money so demanded notwithstanding and dispute raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute ad unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We _____ (Banker), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of all the dues of the Beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____(date) that the terms and conditions of the said Agreement have been fully and properly out by the aid contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____(date), we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (Banker), further agree with the Beneficiary that the Beneficiary 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 extended time of performance by the said contractor(s) from time to time or to postpone for any time off from time to time any of the powers exercisable by the Beneficiary against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and as shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Beneficiary or any Beneficiary to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties world, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Beneficiary. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration or an arbitration to be nominated by Secretary.

Thank You