

# भारतीय उष्णदेशीय मौसम निज्ञान संस्थान INDIAN INSTITUTE OF TROPICAL METEOROLOGY,PUNE

डॉ. होमी भाभा रोड, पाषाण, पुणे 411008

Dr. Homi Bhabha Road, Pashan, Pune - 411008

निविदा सूचना सं.सी-050 35 11 Tender Notice No. C-050-35-II

## इंटरनेट लीस्ड लाइन सर्विस हेतु निविदा सूचना Tender notice for INTERNET LEASED LINE SERVICE

भारतीय उष्णदेशीय मौसम विज्ञान संस्थान पुणे, पृथ्वी विज्ञान मंत्रालय भारत सरकार का एक स्वायत्त संस्थान है। संस्थान अपने कार्यालय में 100mbps से 50mbps के बीच की रेंज वाले बैंडविड्थ इंटरनेट लीस्ड लाइन सर्विस खरीदने में रुचि रखता है।

Indian Institute of Tropical Meteorology, Pune is an Autonomous Research Institute under the Ministry of Earth Sciences, Government of India. The Institute is interested in procurement of Internet Leased Line Service of bandwidth ranging between 100 Mbps to 50 Mbps at its office in Pune.

संस्थान प्रतिष्ठित इंटरनेट सेवा प्रदाताओं से निविदाएं आमंत्रित करता है। विस्तृत निविदा दस्तावेज संस्थान की वेबसाइट <u>www.tropmet.res.in</u> या सीपीपी पोर्टल <u>www.eprocure.gov.in</u> से डाउनलोड किए जा सकते हैं या व्यक्तिगतरूप से अभिकलित्र प्रभाग से प्राप्त किए जा सकते हैं। निविदा प्रस्तुत करने की अंतिम तिथि **15.10.**2013 से पहले।

The Institute invites tenders from reputed Internet Services Providers. Detailed tender document can be downloaded from Institutes website <a href="www.tropmet.res.in">www.tropmet.res.in</a> or CPP portal <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> or can be collected in person from Computer Division. The last date for submission of response to this before **15.10.2013**.

भाउमौविसं,पुणे में निविदा प्राप्त होने की अंतिम तिथि : दिनांक : 15.10.2013 समय : 12.30 बजे Last date of receipt of Tender at IITM, Pune: Date : 15.10.2013 Time : 12.30 hrs

संस्थान को किसी निविदा या सभी निविदाओं को बिना कारण बताए निरस्त करने का अधिकार है। The Institute reserves the right to reject any or all tenders without assigning any reason thereof.

अभिकलित्र अभियंता/Computer Engineer कृते निदेशक/For Director jeelani@tropmet.res.in

# TENDER FOR INSTALLATION AND COMMISSIONING

OF

# INTERNET LEASED LINE SERVICE

INDIAN INSTITUTE OF TROPICAL METEOROLOGY, DR. HOMI BHABHA ROAD, PASHAN, PUNE - 411008.

#### TENDER FOR INSTALLATION AND COMMISSIONING of

#### INTERNET LEASED LINE SERVICE

# INDIAN INSTITUTE OF TROPICAL METEOROLOGY, AT DR. HOMI BHABHA ROAD, PASHAN, PUNE-411008

TENDER NOTICE No.: C-050.35-II

NAME OF WORK : TENDER FOR SUPPLY INSTALLATION AND

COMMISSIONING of INTERNET LEASED

LINE SERVICE (ILL)

PERIOD OF SALE OF : FROM 23.09.2013 TO 14.10.2013

**BIDDING DOCUMENT** 

TIME AND DATE OF : 27.09.2013 TIME 11.00 HOURS

PRE-BID CONFERENCE

LAST DATE AND TIME FOR : DATE. 15.10.2013 TIME 12.30 HOURS

RECEIPT OF BIDS

TIME AND DATE OF OPENING : DATE. 15.10.2013 TIME 15.00 HOURS

OF TECHNICAL BIDS

PLACE OF OPENING OF TECHNICAL : INDIAN INSTITUTE OF TROPICAL BIDS METEOROLOGY, DR.HOMI BHABHA

ROAD, PASHAN, PUNE-411008

OFFICER INVITING BIDS : DIRECTOR, INDIAN INSTITUTE OF

TROPICAL METEOROLOGY

COMPLETION PERIOD : Two Weeks from THE DATE OF RECEIPT

OF L.O.I.

Tender documents can be purchased from the office of Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan Pune – 411008, INDIA.

#### **Salient Features**

Name of Work	A. ILL service for 1:1 uncompressed 100 Mbps bandwidth for
Three options	three years
should be quoted	
	B. ILL service for 1:1 uncompressed 75 Mbps bandwidth for three years
	tinee years
	C. ILL service for 1:1 uncompressed 50 Mbps bandwidth for three years
	Router CISCO ME 3800 is available at IITM which should be
	configured for BGP implementation by the ISP.

а	Cost of Tender Documents (Non – Refundable)	Rs. 500/-(Rupees One Thousand only) by Demand Draft drawn from any Nationalized or Scheduled Banks in India payable at Pune in favor of Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan Pune – 411008 .INDIA
С	Earnest Money Deposit (EMD)	Rupees <b>One lakhs</b> by Demand Draft, drawn from any Nationalized or Scheduled Banks in India payable at Pune in favor of The (or) By Irrevocable Bank Guarantee from any Nationalized or Scheduled Banks in India.
е	Submission of bids	Bids to be submitted on or before the mentioned time and date at "PERSONNEL SECTION" (Dispatch) Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan Pune – 411008 .INDIA

The Director, Indian Institute of Tropical Meteorology, reserves the right to accept/reject any one /all the tenders without assigning any reason thereof.

COMPUTER ENGINEER FOR DIRECTOR

#### **ANNEXURES**

ANNEXURE I: Eligibility Criteria for ISP and Technical Specifications

ANNEXURE II: Commercial bid format

ANNEXURE III: Specimen Bank Guarantee for BG

# INDIAN INSTITUTE OF TROPICAL METEOROLOGY PUNE 411 008 (INDIA) GENERAL TERMS & CONDITIONS

#### **TENDER NOTICE No.: C-050.35-II**

1) The Tenderers are requested to give detailed sealed tender in their own forms in two Bids i.e.

Part-I Technical Bid.
Part-II Commercial Bid

Both the bids addressed to The Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL Post, Pashan, Pune – 411 008, INDIA.

2) Vendor has to submit two separate bids in two separate envelopes and you may keep both the bid envelopes in an envelope for sending to us. One envelope will contain only the **TECHNICAL DETAILS** asked as per the tender and the company profile.

Another envelope will contain only the financial bid as per the commercial bid format will should only be given.

- 3) Please indicate page nos. on your quotation ex. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 ------25/25.
- 4) The main envelope, which will contain both the bids, should be super scribed with our tender enquiry No.----- due on ------
- 5) The technical bids will be opened on the specified due date in the presence of tenderers who wish to be present & the financial bids of only those bidders will be opened whose technical bid is found suitable by this Institute.
- 6) The Date and Time of opening for Part-II (Commercial Bid) will be intimated only to perqualified and technically acceptable Tenderers for the item at a later date. Tenders addressed to the Director, Indian Institute of Tropical Meteorology, Pune 411008 are to be submitted for each item in duplicate in double cover, under two bids system. Superscribed with Tender No C.050.35.11 for Supply of "Internet Leased Line Service" Qty 01 Set due on 15.10.2013
- 7) This tender is **not transferable**.
- 8) Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- 9) Installation and Training is to be provided to the concerned scientists / personnel of IITM, Pune.
- 10) Cost of the items should be mentioned clearly in the Commercial Bid (Part-II) only. The optional and any other essential items / services required for the maintenance of the Service for the next three years should also be specified in the offer and will be considered for evaluation purpose.

- 11) Indicate the names of the Indian reputed Organizations where you have executed similar projects and may attach the satisfactory performance report of the equipment from user Organization.
  - a) If you have executed identical or similar projects to other Institutes under Ministry of Earth Sciences and Ministry of Science & Technology, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
  - b) Based on the above information IITM will have its option to obtain details of the project, their performance services etc. for evaluation of the tender, directly from the concerned Labs. /Scientists etc.
- 12) Details of services rendered by you as well as after-sales services offered by you are to be made clear in the tender.
- 13) The Tenderer's conditions printed on the tender or otherwise sent along with the tender shall not be binding on IITM.
- 14) The ISP should have appropriate facilities and trained personnel for supply, installation, commissioning and warranty-maintenance of the softwares/OS and hardwares to be supplied. Detailed information in this regard may be furnished.
- 15) **Delivery Period:** As time is the essence of the contract, commissioning period mentioned in the Purchase Order should be strictly adhered to.
- 16) Supply means "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If any charges extra for Installation, Commissioning and training, the same should be specified in the commercial offer.
- 17) Kindly attach a copy of your latest DGS&D, New Delhi registration Certificate under the compulsory Scheme of Ministry of Finance regarding the registration of Indian Agent of foreign supplier wherever it is applicable.
- 18) a) The Tenderer is required to furnish the Permanent Account Number (PAN) Allotted by the Income Tax Department. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration' etc. should also be provided in Technical Bid for Indian Agents.
  - b) A copy of latest Income Tax Clearance Certificate from Income Tax Department (INDIA) for Indian Agents.
- 19) Tenderer has to quote for three options of bandwidth charges- 100 Mbps, 75 Mbps and 50 Mbps. IITM reserves right to choose one of the options while placing the order.
- 20) <u>Penalty for Downtime of Services:</u> If the services remain down or degraded as per the Service commitments and requirements then penalty will be imposed at the rate of 2 % for every Four (04) hours subject to maximum of 10 % of the proportionate monthly charges.

- 21) The ISP should mention the price of all the component of the project and the duties / taxes to be paid such as customs duty / excise duty / Service tax/ VAT taxes etc. separately.
- 22) Payment terms:

# Bandwidth usage recurring charges will be paid quarterly and one time Installation charges will be paid along with the first quarter.

- 23) The prices quoted should be firm and irrevocable and not subject to any change whatsoever, even due to increase fluctuation in the foreign exchange rates and excise duty.
- 24) The Tenderer has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the hardware system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid.
- 25) **INSTALLATION**: Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the period of project and thereafter.
- 26) Acceptance tests to be prescribed later will be carried out after installation/deployment. Bandwidth throughput has to be demonstrated by the vendor.
- 27) The tenders must be clearly written or typed without any cancellations / corrections or overwriting.
- 28) The tenders shall be opened in presence of the tenderers or their authorized agents who wish to be present.
- 29) IITM will not be responsible:
  - a) For delayed / late quotations submitted / sent by Post / Courier etc.
  - b) For submission / delivery of quotations at wrong places other than the Office of Director, IITM, Pune,
- 30) The Technical Bid should accompany with complete project methodology, technical details on service and support assurance, the time period required and relevant Technical Literature/Brochures.
- 31) The tender / quotation / offer submitted by you should be valid for a minimum period of **Sixty days (60 days)** from the date of opening the tender.
- 32) The quotation should be only in Indian Rupees.
- 33)IITM will not provide any accommodation/transportation for the Engineers/ Representatives during period for discussions, development, Installation, Commissioning and Demonstration Work. It is the absolute responsibility of the successful bidder to make their own arrangements.

#### 34) WARRANTY/GUARANTEE:

(a) The service should be guaranteed for trouble free performance during entire service

period. Supplier shall finally warrant that all the software, equipment and components supplied under the project shall be best and of the first quality according to the technical requirements and shall be free from the defects (even concealed fault, deficiency in the design and development). The defects, if any, during the guarantee period are to be rectified free of charge by arranging additional efforts wherever and whatever necessary. Further, the technical specifications and requirements may also be verified.

- (b) After acceptance there should an Uptime of 99.9% under SLA, Failing which penalty shall be imposed as mentioned in clause no 20.
- 35) Internet Service Providers will be shortlisted by a duly constituted Tender Evaluation Committee (TEC), on the basis of technical parameters, and if considered necessary, TEC may decide to visit the installation and inspect the services which are being offered by ISP. The short-listed ISPs may be called for detailed discussions at a specified date, time and venue, if required. They may be asked to give demonstration of their product/services, if needed.
- 36) The continuity of service is required is to be guaranteed at least for a period of 10 years after the commissioning based on renewals.
- 40) Discount offered should be mentioned clearly in the commercial bid only.
- 41) The Tenderers are requested to quote for Educational Institutional since we are eligible for the same.
- 42) This Institute is an autonomous scientific research organization under the Ministry of Earth Sciences and is a recognized centre for studies leading to M.Sc. and Ph.D. of the University of Pune and various other Universities. As such, all possible concessions / discounts / rebates applicable for educational Institutions may be given.
- 43) a) The Earnest Money Deposit of Rs.1,00,000/- (Rs. One Lakhs only) must be paid / sent along with your technical bid in the form of a Demand Draft, Banker cheque or Bank Guarantee (from a Indian Nationalized Bank only) drawn in favor of The Director, Indian Institute of Tropical Meteorology, Pune payable at Pune, otherwise your technical & financial bids will not be considered at all. The Earnest Money of successful bidder will be returned only after installation, commissioning, satisfactory demonstration and on acceptance of the equipment by the user Scientist / HOD as per the terms of our purchase order. If the successful bidder fails to fulfill the contractual obligations before the due date, he will forfeit the EMD.

The Earnest Money of the unsuccessful bidder whose technical bid has not been found suitable will be returned within **FORTY FIVE DAYS** after receipt of Technical Committee recommendations.

- b) Those who are registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation or the concerned Ministry / Department need not to furnish EMD along with their bids.
- c) Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee, we prefer to have Bank Guarantee for easy return to the bidders once a

decision is taken by IITM. (Specimen of Bank Guarantee is enclosed at Annexure 'I').

- d) Tenders not accompanied with Demand Draft / Bank Guarantee towards "Earnest Money Deposit" will summarily be rejected.
- 44) a) Tenders, which are submitted without following the Two-Bid Offer System, will summarily be rejected.
  - b) Unsigned Tenders will also be rejected.
  - c) Part and incomplete tenders are liable to be rejected.

#### 45) Penalty for delay in commissioning

The schedule to be given for testing and acceptance and/or delivery and installation at site is to be strictly adhered. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Purchase order (which shall not be less than 2 weeks from the date of issue of purchase order) shall render the ISP liable for liquidated damages by way of penalty at the rate of 2 % per week subject to a maximum of 10 %. And thereafter IITM holds the option for cancellation of the order. Institute may deduct such sum from any moneys in their hands due or to become due to ISP. The payment or deduction of such sums shall not relieve the ISP from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract.

- 46) Work should not be Started until the ISP receives a firm order.
- 47) The purpose of certain specific conditions is to get or procure best service etc. for IITM. The opinion of Technical Committee shall be guiding factor for Technical short listing.
- 48) In the event the Company proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations with the same cost / ordered value while submitting your bid, you may confirm this condition.
- 49) Conditional Offers will not be considered.
- 50) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Pune, India only.
- 51)The Director, Indian Institute of Tropical Meteorology, Pune 411 008, India reserves the right to accept any tender in full or in part or to reject the lowest or any or all tenders without assigning any reason.
- 52) In case of any dispute regarding part-shipment, non-compliance of any feature etc., The Director, Indian Institute of Tropical Meteorology, Pune will be the final authority to decide the appropriate action and it will be binding on the ISP.

#### **Eligibility Criteria for ISP and Technical Specifications**

#### **Back Ground & General requirements**

The Indian Institute of Tropical Meteorology is an autonomous research organization fully funded by Ministry of Earth Sciences, New Delhi. It is a premier Institute of national and international repute, devoted to research in various aspects of atmospheric sciences with emphasis on tropical meteorology, particularly on the Climate Change and Indian Monsoon. Institute is having high performance computing systems with compute capacity 70 TF & 790 TF. Other than general Internet and Scientific data downloading requirements by the users of the Institute, the HPC facility is required to be shared to other Similar Research and Academic Institutes globally. Hence Institute intents to engage Internet Bandwidth Services from a reputed PAN India Class A licensed ISP.

### **Eligibility Criteria**

- 1. The ISP must be a Company registered under Indian Company Act, 1956. The ISP should possess a valid Class A license for covering PAN India and should be ranked in Global ISP & Asian Network ISP ranking lists.
- 2. The ISP should have successfully executed at least three orders of similar nature in the last 2 years for any Public Sector Undertaking / Government Departments / Reputed Private Sectors. Proof of satisfactory services for the above works from the user shall be attached in original in the prescribed format. ISP must be in a position to demonstrate his capability to the evaluation committee if required with documentary evidence in support of their claims.
- 3. The ISP should have Extensive Peering relationship (not less than 100) with large numbers of Global Tier-1 and regional Tier-1 ISPs across globe with more than 200Gbit/s of peering connectivity.
- 4. The ISP should have multiple Internet gateways placed both on West and East coast of India.
- 5. The ISP is required to be maintaining and operating the Submarine cable for better control and quality of service.
- 6. The ISP should have global presence with capability of delivering Internet Services across the globe.
- 7. The ISP should be capable and expertise in deployment of IPv6, IPv6 Ready network.
- 8. The ISP should have an established helpdesk and docketing system in place both via email & telephone.

#### **Technical requirements:**

- 1. The Vendor is required to quote for uncompressed Standard Internet bandwidth (1:1) of 50, 75 & 100 Mbps for a period of three years including one time installation charges.
- 2. The Internet bandwidth services should be with a built-in DDOS protection.
- 3. The Last mile connectivity should be on a Wire line (Fibre) with a ring topology for redundancy on a dedicated Mux in Institute Premises.
- 4. The vendor should consider Enterprise level of customer services with dedicated Account manager, Service manager for better services.
- 5. The Links are required to be terminated on to a Cisco ME 3800 switch router and the Link Interface can be the switch compatible Fibre or Ethernet Gigabit SFP Interface.
- 6. Institute is having IPv4 addresses and ASN number allotted by NIXI and the ISP should announce the same by facilitating EBGP Multihoming configurations.
- 7. The ISP should guarantee a network uptime of minimum 99.9% (averaged on monthly basis) without packet drops of more than 1% and should submit a standard SLA to this effect mentioning the minimum guaranteed round trip delay/latency along with the technical bid.
- 8. The ISP should also clearly mention the events for exclusion of guaranteed network uptime availability along with the technical bid.
- 9. The Downtime will be calculated from the time of problem reporting by the Institute till the time of restoration of Services.
- 10. The ISP should facilitate web based user access portal for monitoring the Internet bandwidth usage and also for ticketing system.
- 11. The success bidder (L1) will be evaluated as per the commercial bid format.

## **FORMAT for Commercial Bid**

Commercial rates are to be quoted in INR and are to be submitted only with commercial bid. All the applicable taxes are to be considered while quoting taxes. Evaluation will be done on Total Cost of Ownership for 3 years.

SI No	Description	Quantity	Rate in INR	Taxes (Tax details)	Total in INR (Unit Rate + Tax)
1	Standard Internet bandwidth (1:1) 50 Mbps for First year	01 (set)			
2.	Standard Internet bandwidth (1:1) 50 Mbps for Second year	01 (set)			
3.	Standard Internet bandwidth (1:1) 50 Mbps for third year	01 (set)			
4.	Standard Internet bandwidth (1:1) 75 Mbps for First year	01 (set)			
5.	Standard Internet bandwidth (1:1) 75 Mbps for Second year	01 (set)			
6.	Standard Internet bandwidth (1:1) 75 Mbps for Third year	01 (set)			
7.	Standard Internet bandwidth (1:1) 100 Mbps for First year	01 (set)			
8	Standard Internet bandwidth (1:1) 100 Mbps for Second year	01 (set)			
9.	Standard Internet bandwidth (1:1) 100 Mbps for Third year	01 (set)			
10.	One time charges for Installation and any other charges	01 (set)			

Institute will decide the bandwidth while placing the order, minimum order will be for 50 Mbps. For successful bidder evaluation purpose the prices quotes for all the bandwidths will be averaged for three years plus SL. No. 10 (one time charges).

#### **BANK GUARANTEE proforma**

THIS DEED OF GUARANTEE IS MADE THIS on between the Director Indian Institute of
Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune – 411 008, hereinafter the "DIRECTOR"
(which expression shall, unless excluded by or repugnant to the context, included his successor and
assignees) of the one part andhereinafter called the 'Bank' (which expression.
Shall, unless excluded by or repugnant to the context, include his successors and assignees) of the
other part.
AND WHEREAS the Director accepted a tender of M/s, Pune hereinafter called the
CONTRACTOR to provide Comprehensive AMC for Comprehensive, Annual maintenance contract of
PC's & peripherals. The Director as per contract No.:hereinafter referred to as the
said contract.
AND WHEREAS the said contract provided that the Contractor shall furnish Bank Guarantee to the
extent of <b>10 percent</b> of the contracts as and by way of security for the due observance and

performance of the terms & conditions of the contract.

AND WHEREAS at the request of the Contractor the Bank has agreed to execute these presents.

NOW this deed witnessed and it is hereby agreed and declared by and between the parties here to as

follows:

- 1. The bank hereby irrevocably and unconditionally guarantees to the Director that the Contractor shall render all necessary and efficient services which may be required to be rendered by the contractor in connection with and/or for the performance of the said contract and further guarantees that the goods which shall be supplied by the Contractor under the said contract shall be actually performing the work required of it to the satisfaction of the Director and shall be free from any defects arising from faulty materials, designs and workmanship, such as corrosion of the equipment, inadequate of materials, inadequate contracts protection, deficiencies in circuit design and/or contractor failing and / or otherwise, whatsoever, and in the event of the goods failing or neglecting to render necessary services as aforesaid and/or proving not free from deficiencies of defects as herein before mentioned and in the said contract and particularly warranty clause mentioned therein, the Bank shall indemnify and keep the Director indemnified to the extent of ......against any loss or damage that may be caused to or suffered by the Director, by reason of any breach by Contractor or any of the aforesaid terms and conditions and the Bank further undertakes to pay to the Director, such sum not exceeding Rs...... on demand and without DEMUR in the event of the Contractor's failure to perform and discharge the aforesaid several duties and obligations on his part to be observer and performed under the said contract and/or deficiencies and defects in the satisfactory performance of the goods and equipment.
- 2. The decision of the Director as to whether the contractor has failed to or neglected to perform of discharge his duties and obligations as aforesaid and or whether the goods are free from deficiencies and defects and capable of performing the work required and as to the amount payable to the Director by the Bank herein shall be final and binding on the Bank.
- 3. The liability of the bank under this Guarantee shall be as of Principal Debtor.
- 4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable till **36 months** after commissioning and acceptance, all the dues of the Director that the terms and conditions of the contract have been fully and properly carried out by the said contractor and a 'NO DEMAND CERTIFICATE' submitted to this effect by the Contractor.

- 5. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of **THREE YEARS** from the date hereof and also that the extension of this Guarantee will be provided further that if any claim accrues or arises against the Bank before the expiry of the **THREE YEARS** of any extension thereof, the same shall be enforced after the said period of **THREE YEARS** or any extension thereof.
- 6. The Guarantee herein contained shall not be affected by any change in the constitution of the Contractor or the Bank and shall be continuing one.
- 7. The Director has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time any of the power exercisable by him against the Contractor, and either to enforce of forebear any of the terms and conditions of the said contract and the Bank shall not be released from its liability under this Guarantee by any exercise by the Director of the liberty with reference to the matter referred aforesaid or by reason of time being given to the Contractor or by nay other matter of thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing the Bank from its such liability.
- 8. The Bank undertakes not a revoke this Guarantee during its currency except with the previous consent of Director in writing. Notwithstanding anything contained herein:
  - (a) Our Liability under this Bank Guarantee shall not exceed Rs. .....
  - (b) This Bank Guarantee shall be valid upto .....
  - (c) We are liable to the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand on or before ......
  - (d)On expiry of this guarantee it should be returned to us duly discharged.

Signature and Seal of the Bank