	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

## **Annexure-A: Scope of Work, Supply, Technical Specification and other Terms and condition**

### **Construction of Toilet room with three Urinals with full accessories at 3<sup>rd</sup> and 4<sup>th</sup> floor in ITER-India Lab building, IPR**

#### **1. INTRODUCTION**

ITER-India is the Indian domestic agency, a specially empowered project of the Institute for Plasma Research (IPR), an aided organization under Dept. of Atomic Energy, Govt. of India. Gandhinagar, Gujarat.

The detailed Scope of Work and Technical Specifications are is given in Section 3 of this document.

#### **Note:**

1. The Contractor must fulfil the evaluation criteria as per Section 2 of this document, failing which the bid shall not be considered for further evaluation.
2. Before quoting the rate, Contractor can visit the site to judge the conditions of existing system as per attached **Annexure-I** (Visit is Optional to understand the scope of works clearly and encourage to visit the work site).

#### **2. EVALUATION CRITERIA**

The eligibility criteria for the evaluation of bid is as under: -

Bidders must meet the minimum technical requirements mentioned in tender. Only those bidders whose offers are found technically acceptable will be considered for further evaluation.

#### **3. SCOPE OF WORK AND TECHNICALSPECIFICATIONS**

- 3.1. The scope includes construction, material supply, plumbing work, connection of plumbing work with existing lines, installation of WC, Urinals and their accessories, electrical works, plaster and tiling work, finishing work, testing of functionality of working of **two toilet room** with of **three urinals each** , complete in all respect with civil, plumbing, installations, painting, connection of new plumbing line to existing line of water supply, drainage and sewage, tiling, finishing and electrical works on a turnkey basis. Below schematic shall be provided for understanding purpose. All dimensions marked in sketch are in feet.
- 3.2. It is not the intent to specify completely herein all aspects of the activities, nevertheless complete tender and services shall conform in all respects to required standard and

shall be capable to performing its function in a manner acceptable to the PURCHASER.

- 3.3. Tentative and typical sketch with dimensions of toilet with urinals are given below figure-1. The Contractor shall be completely responsible to construction and supply of materials require for toilet with urinal construction as per shoot and site dimensions. The Contractor shall be completely responsible for loading, unloading, transportation and shifting of all the material at 3rd and 4<sup>th</sup> floor of the building in ITER-India laboratory. The Contractor shall be completely responsible for successful construction, Painting, Fixing, Erection and Installation. The Contractor shall carry out and complete the said work under this contract in every respect in conformity with the contract documents.

**Schematic of Toilet at ITER-India laboratory (Figure-1)**

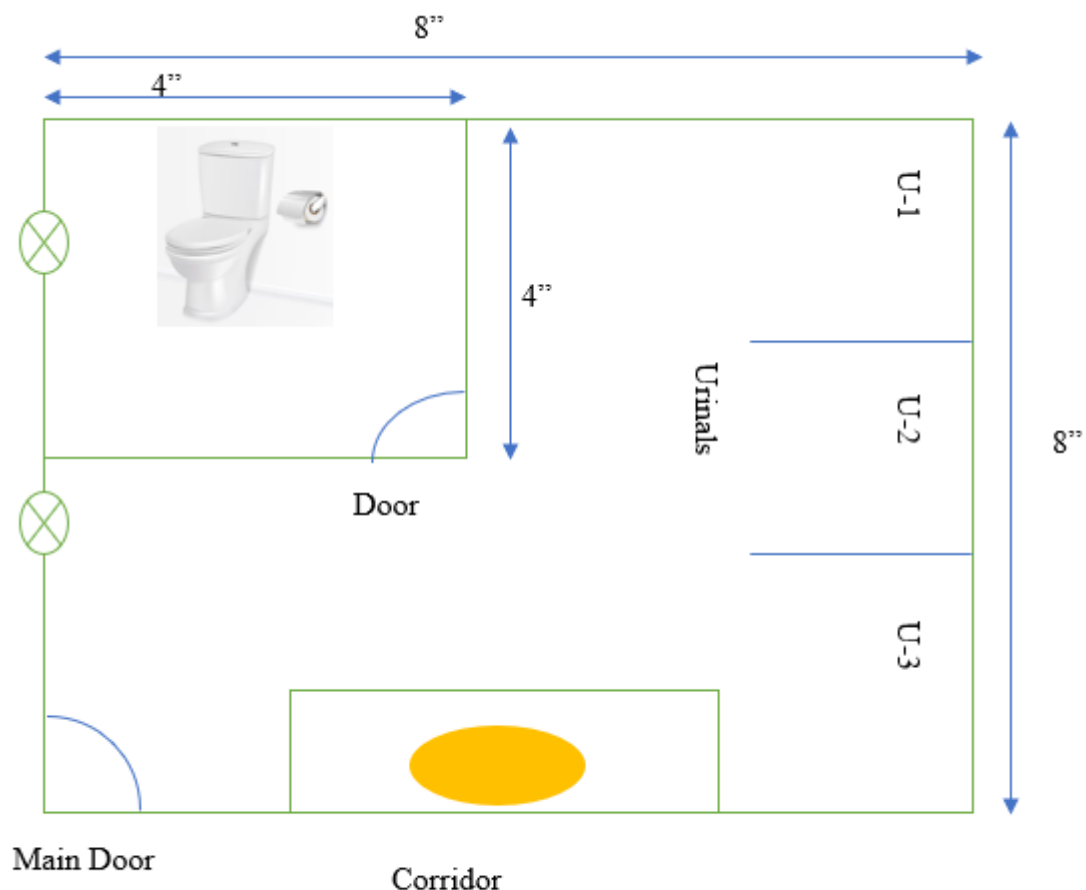



Figure 1: Schematic of Toilet with Urinals

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

**Note:**

1. Thickness of main wall shall be of approx. 6” min. or suitable as per site requirement.
2. All dimension mentioned in sketch are in feet.


**Site address:**

3<sup>rd</sup> and 4<sup>th</sup> Floor in ITER-India Lab Building  
Institute for Plasma Research Campus  
Near India Bridge, Bhat Gandhinagar, Gujarat-382428

**4. Civil Works:**

Construction of toilet room including walls of 6” thick minimum, flooring, plaster, and roof. All masonry work shall be done using standard quality bricks/blocks with cement mortar. Internal and external plastering shall be carried out with smooth finish. Necessary cutting and chasing for electrical and plumbing lines shall be included in contractor scope. Painting work (internal & external) shall be completed using good quality paint.

- 4.1. Flooring & Wall Finishes: Anti-skid ceramic tiles shall be provided for flooring. Wall dado tiles of good quality shall be installed up to appropriate height (minimum 8 feet). All tiling work shall be properly aligned, jointed, and finished with suitable grout. Flooring shall be done up to 6-8” depends on requirement at site (if required).
- 4.2. Sanitary Fixtures: **3 Nos. urinals** shall be installed. All sanitary fittings shall be of **relevant I.S. standard brand**. Proper spacing and partition (thick glass, marble/stone) shall be provided between urinals. **Push taps (self-closing type) wall mounted** with all necessary **concealed plumbing work**, fittings and connections shall be provided for flushing for urinals and commode. One mirror of standard size and good quality shall be installed above in common wash area. 1 No. of tissue holder of SS material. 1 No. of soap/hand washer holder of SS material.
- 4.3. Commode and fixtures (toilet unit): **relevant I.S. standard or equivalent standard make** made of high-quality ceramic or vitreous china, durable, non-porous and easy to clean and designed for comfort, hygiene and efficient water usage. It shall be **floor mounted type** as per site requirement, complete with seat cover made of sturdy plastic material with soft close features. It shall be provided with a suitable flushing arrangement, **concealed flush tank or suitable as per site with concealed plumbing work**. Commode shall be provided with a **spray jet faucet** of standard make of SS body with flexible SS braided hose pipe, wall mounted hook for proper placement and shall be leak proof. The flushing system shall be of **dual-flush type** to ensure water efficiency, complete with flush valve, inlet valve, proper trap arrangement with seal to prevent foul odor and all internal fittings. All materials, fittings, and accessories shall

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

be of I.S. standard make or Equivalent and installed as per standard plumbing practices as per site requirement. The complete installation shall be leak-proof, properly aligned and tested before handing over.

- 4.4. Plumbing Works: Complete water supply and drainage system shall be in contractor scope. **CPVC piping and fittings** shall be used for drainage lines of sufficient size. **UPVC piping and fittings** shall be used for water lines of sufficient size. Proper slope shall be maintained for drainage lines to ensure smooth flow. Necessary valves, traps, and accessories shall be installed. Connection of new piping work/Plumbing with existing piping of drainage and sewage line and water supply with suitable CPVC or equivalent fittings and accessories. 1 No. of towel hanger of SS material to hold cloth (back side of door). 1 No of door handle (both side of door) and lock of standard quality and make.
- 4.5. Doors & Ventilation: 2 nos. of Aluminium/PVC door with frame shall be provided for the toilet. Ventilation shall be ensured through exhaust fan and suitable openings extended to shaft via duct/6" CPVC pipes with louver.
- 4.6. Roofing: Roof covering shall be provided using any one of the following materials: FRP sheet/POP/Gypsum board/Aluminium luxalon sections as specified and suitable for site requirement. The roof shall be leak-proof, structurally stable and properly finished with same colour of toilet room.
- 4.7. Finishing Works: All surfaces (wall/ceiling in case of POP) shall be properly cleaned and finished. Painting shall be carried out with durable and moisture-resistant paint. Paint colour shall be approved by in-charge or match existing colour nearby toilet area. Paint shall be of standard quality and make. Final finishing shall ensure a neat, hygienic, and functional facility.

## 5. Electrical Works:


Electrical copper wiring (ISI) shall be concealed within walls minimum 1.5 sq.mm. Wires are of good quality. The following provisions shall be included:

- 2 No. LED tube light
- 2 No. electrical socket
- 2 No. exhaust fan of good quality
- 2 no. of switch board of required sizes at site req.

All switches and accessories shall be of standard make. Proper earthing shall be ensured.

## 6. Functional Testing

- All plumbing and drainage lines shall be tested for leakage.
- Electrical system shall be tested for proper functioning.
- The completed toilet shall be made in fully operational condition.

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

## 7. List of Preferred makes

Products with relevant I.S. markings from the B.I.S. Licensed manufacturers, who are in the market for the last three years with valid I.S. License, shall be considered for approval.


In case of items where I.S. marked material is not available, the contractor shall procure the same from the list of preferred makes, subject to prior approval of engineer-in-charge. Periodic tests shall be carried out as per contract / specifications at contractor's own cost.

### List of Preferred makes:

Sr. No.	Item's Name	Preferred Makes
1.	Cement	ACC, ULTRA TECH, J. P. CEMENT, VIKRAM, SHREE CEMENT, BIRLA SHAKATI, CEMENT CORPORATION OF INDIA, VASAVDUTTA, J.K. CEMENT, DALMIA, HATHI CEMENT, KAMAL, AMBUJA,
2.	White cement	J.K. , BIRLA, ULTRATECH
3.	Ready mix concrete	A.C.C., ULTRA TECH, NUVOCO (LAFARGE), READY MIX INDIA (PVT.) LTD, HINDUSTAN Infrastructure (RMC) J.K.LAKSHMI
4.	PLASTICIZER, SUPERPLASTICIZERS / ADMIXTURE Other construction chemicals	MC BAUCHEMIE, SIKA, FOSROC, BASF, ASIAN LABORATORIES, SUNANDA CHEMICALS LTD., Dr. FIXIT, Weber (SAINT GOBAIN),
5.	REINFORCEMENT STEEL (TMT Fe 500 or Higher)	SAIL, TATA, RINL, JINDAL STEEL & POWER LTD., JSW STEEL LTD.
6.	STRUCTURAL STEEL/TUBES	TATA STEEL, SAIL, RINL, (VIZAG) JINDAL, (JSPL) APL APPOLO, SURYA ROSHNI LIMITED.
7.	CONCRETE BLOCKS	CONWOOD, GURJARI, HINDUSTAN, LOK GROUP, SAI BLOCK, VED PMC LTD.
8.	CALCIUM SILICATE BOARD FALSE CEILING	STARPAN, HILUX, AEROLITE, PROMAT USG BORAL,
9.	LOCKS & LATCHES	GODREJ, DORSET, HEFELE, YALE, LINK
10.	ALUMINUM DOOR / WINDOW FITTINGS Anodised Aluminium Doors Fittings (ISI Marked only)	CLASSIC, DEFINE, BHORUKA, JYOTHI, SIGMA SHALIMAR, PRESTIGE
11.	WATER PROOF, COMMERCIAL & FIRE RETARDENT PLYWOOD ABD BLOCK BOARDS	ANCHOR, ARCHIDPLY, KITPLY, GREEN PLY, CENTURY, MAYUR PLY, DUROPLY, REGENCY NIPPON PLY,
12.	LAMINATES	FORMICA, MERINO, GREENLAM, CENTURY, ARCHIDPLY (ARCHIDLAM,) KITPLY, SUNMICA, DECOLAM, ACTION TESA, SAMRAT,

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

13.	PRELAMINATED PARTICLE BOARD EXTERIOR GRADE	GVK NOVAPAN, MARINO, KITPLY, TESA, ECOBOARD, ARCHID, CENTURY, GREENLAM ACTION TESA
14.	HIGH DENSITY (HDF), PRELAMINATED BOARD	PERGO, GREENPLY
15.	SS BUTT HINGES	PRAYAG, OZONE, DORMA, KICH, HAFELE
16.	SS BOLTS, WASHERS, NUTS	KUNDAN, POOJA, ATUL HILTI OR Equivalent
17.	S. S. HANDLES	DORMA, KICH, HAFELE, DORSET
18.	PVC DOOR FRAMES AND SHUTTERS	RAJSHRI, PLASTIWOOD, SINTEX, ACCURA
19.	UPVC DOORS, DOOR FRAMES AND WINDOWS	DUROPLAST, LG INDIA, ALUALPHA, PROFILE INDIA, REHAU, FENASTA KOMMERLING, ALUPLAST, VEKA, ROTTO, DORSET, KINLONG
20.	SS FRICTION HINGES	HETICH, HAFELE, EBCO, ROTO
21.	VITRIFIED TILES	AGL, RAK, KAJARIA, H & R JOHNSON, SOMANY, NITCO, ORIENT BELL, AMBANI TILES.
22.	CERAMIC TILES	AGL, RAK, KAJARIA, H & R JOHNSON, SOMANY, NITCO, ORIENT BELL, AMBANI TILES.
23.	ADHESIVE	SIKA, PIDILITE, CICO, FOSROC, DUNLOP ARDEX ENDURA, LATECRETE, BASF, ACC, ECO GREEN, ULTRATECH.
24.	GROUTS	ARDEX ENDURA, FERROUS CRETE, MYK LATICRETE, BASF, FOSROC, PIDILITE, SAINT GOBAIN ACC, ECO GREEN, ULTRATECH.
25.	GYPSUM BOARD / GLASS REINFORCED GYPSUM TILE FOR FALSE CEILING	SAINT GOBAIN GYPROC INDIA, USG BORAL BOARD, KNAUF (ARMSTORNG), DIAMOND AEROLITE
26.	FALSE CEILINGS & SECTIONS & Wall Panelling	AEROLITE, ANUTONE, ARMSTRONG, KNAUF, USG BORAL, HUNTER DOUGALS, SAINT GOBAIN, DIAMOND
27.	PRE-MIXED CEMENT SAND MORTAR	PURE, WALPLAST, ULTRATECH
28.	READY MADE GYPSUM PLASTER	FERROUS CRETE, ULTRATECH, GYPROC ASIAN PAINTS, BIRLA,
29.	PAINTS & PRIMERS	ICI DULUX, ASIAN PAINTS, BERGER, NEROLAC ULTIMA
30.	FIRE RETARDANT PAINT	JOTUN, HILTI, DULEX AKZONOBEL, ASIAN PAINTS PROMAT,
31.	WHITE CEMENT BASED PUTTY	MR. PUTTY, BIRLA, J K , ASIAN, BERGER, ARDEX ENDURA
32.	UPVC /CPVC Fittings	SUPREME, ASTRAL, ASHIRWAD, FLOW GUARD, FINOLEX, PRINCE BIRLA AEROCON, RAKSHA, IS MC.
33.	SANITARY WARES	JAQUAR, KOHLER, ROCA, CERA, HINDWARE, PARRYWARE JHONSON, EURONICS
34.	S. S. SINK	NIRALI, JINDAL, FUTURA, CERA, DIAMOND, HINDWARE, JAYNA JAQUAR, NEELKANTHA, STAR.
35.	VALVES	ZOLOTO, LEADER, KIRLOSKAR, ARCO, AUDCO, SANT,

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

36.	CLEAR/FLOAT/FROSTED GLASS/MIRROR	MODIGUARD, SAINT GOBAIN, ASAHI, ATUL EMIRATES GLASS, GUARDIAN GLASS, HNG, PILKINTON GLASS PILKINGTON, SCHOTT
37.	ALUMINIUM EXTRUSION SECTIONS	JINDAL ALUMINUM LTD., HINDALCO, INDAL BHORUKA ALUMINUM LTD., SAPA PROFILES INDIA LTD., GLOBAL ALUMINIUM PVT. LTD.
38.	ALUMINIUM COMPOSITE PANEL	ALUDECOR, EUROBOND, ALSTRONG, ALUCOBOND, ALPOLIC
39.	EPDM GASKETS	AMEE RUBBER INDUSTRIES PVT. LTD. , BOHRA RUBBER, ANAND NVH, ROOP POLYMER, OSAKA.
40.	ALL TYPES OF SILICONE	DOW CORNING, BASF, GE, WACKER PIDILITE
41.	MASKING TAPE	3M, SUN, WONDER TAPE, ROOP POLYMER
42.	S.S. Door fittings	DORMA, Hafele, Kich, Godrej
43.	Ready mix Plaster	Ultratech, Wall plast or equivalent. POPULAR. ACC,
44.	Liquid soap container	Euronics, Dolphy or equivalent
45.	Bathroom accessories (Towel ring, Towel rack, Soap Dish Holder, etc.)	CERA, JAQUAR, KICH, HINDWARE
46.	WC / Commode with flush tank/concealed cisterns, seat covers etc.	Hindware, Parryware, Cera, Kohler, Jaquar,
47.	Toilet accessories	Jaquar, Hindware, Cera, Kohler, Parryware

**Special notes:**

- Water supply lines shall be **UPVC piping and fittings**.
- Drainage lines shall be **CPVC piping and fittings**.
- All materials used shall be **ISI standard or equivalent standard brand**.
- Contractor shall include **all labour, material, tools, and transport** required for completion. Lift can be used for light materials during off-time.
- Work shall be completed as per **good engineering and safety practices**.
- All above preferred makes to be encouraged to use or their standard equivalent makes if any.

**8. GENERAL TERMS AND CONDITIONS**

- 8.1. Contractor shall strictly abide by the local statutory regulations imposed by the IPR / Police authorities regarding any equipment, operation, drainage, security, etc., wherever applicable.
- 8.2. Contractor shall follow IPR safety rules.
- 8.3. Regarding disposal of waste material from site of work, the Contractor has to abide by the guidelines and any other regulations, leaving the premises and the items in good, clean, safe & operable condition.



	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

8.4. Contractor shall be permitted to carry out the work only between 9:30 AM to 5:30 PM on all working days. No work shall be allowed on Sundays and public holidays. The bidder shall consider these working hour restrictions while planning and quoting the total completion period of the work.

## 9. WORK COMPLETION PERIOD

9.1. Contractor shall complete the work in all respects within **90 days** after issuance of order from ITER-India.

## 10.SITE LOCATION

3rd and 4th Floor in ITER-India Lab Building (Tentative sketch shows plan for one floor only)

Institute for Plasma Research Campus

Near India Bridge, Bhat Gandhinagar, Gujarat-382428

## 11.FINAL ACCEPTANCE


All works will be inspected and verified by ITER-India representative. The work shall be considered finally accepted only after completion of all scope of work as mentioned above and fully functional as specified above and same shall be checked by ITER-India representative.

## 12.Price Basis:

Price basis in BoQ shall be exclusive of taxes, duties & any other charges.

The quoted rate shall be **inclusive** of all Material, labour, all consumables, construction, supply of materials, Installation, plumbing work, plumbing work to connect with existing water and drainage lines, tiling, electricals works, painting , loading, unloading, transportation, shifting of material at 3rd and 4th floor of the building, storage, necessary equipment, spares, tools & tackles, hoists, scaffolding, material, , temporary structures/scaffolding and necessary safety devices etc. required during execution of work including making access, cutting & filling (civil work in the wall/ structure) etc., for smooth execution and completion of overall work. Dismantling, removal, demobilization of same after completion of all the works at site etc.



	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

### 13.Payment Terms


Payment will be made based on actual quantity as per joint measurement sheet through ONLINE (through RTGS/NEFT) within 30 days from the date of Final Acceptance and on submission of error free invoice along with all necessary documents complete in all respect.

### 14.Taxes and Duties

The price/s quoted shall be **exclusive** of all applicable taxes & duties.

### 15.Performance Security

- The Contractor shall submit an irrevocable Bank Guarantee (BG) or FDR (Fixed Deposit Receipt) equal to 5% (five percent) of CONTRACT value within 30 days from the start of Contract. Bank Guarantee shall submit on a non- judicial stamp paper (for Indian bidder) or on Bank letter head(for foreign bidder) , as “Performance Security” towards satisfactory execution and performance of the Contract from any nationalized/ scheduled commercial bank (as per RBI for Indian bidder). BG issuing Bank is required to send confirmation through SFMS (Structured Financial Messaging System) on our SBI bank having IFSC Code: SBIN0001045 Account No: 30360272380 and provide intimation of the same on following E-mail ID: [accounts@iterindia.in](mailto:accounts@iterindia.in).
- The format of the PSBG is given in Annexure-VII.
- The Bank Guarantee shall remain valid two months beyond the completion of Warranty obligations for the items under this CONTRACT. If need arises, the Contractor shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- If the Contractor fails to provide the Performance Security, within the period (30 Days from contract date) such failure shall constitute a breach of CONTRACT and the Purchaser shall be entitled to take action as per available contract provisions.
- In the event, the Contractor fails to fulfil any of the obligations under the Contract; the Purchaser shall have the right to encash the PSBG.
- Where the Contractor fails to maintain the specified delivery date/completion time or the Contract period is extended, the Contractor shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date or completion time, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the CONTRACT.

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

- Upon satisfactory execution of the CONTRACT, the original Bank Guarantee shall be returned to the Contractor on receipt of a request from the Contractor.
- No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of CONTRACT.

## **16.Liquidated Damages (LD):**


- If the Contractor/Supplier fails to deliver the ordered items within the time specified in clause No. 9 and the delay or part thereof is attributable to the Contractor/Supplier, the Purchaser shall recover from the Contractor/Supplier as liquidated damages sum of half percent (0.5 percent) of the Contract value for each calendar week or part thereof for the delay that is attributable to the Contractor. The total liquidated damages shall not exceed five percent (5%) of contract value
- Items will be deemed to have been delivered only when all its items and component parts are also delivered. If certain items/components are not delivered in time, the items will be considered as delayed until such time as the missing parts are delivered.
- However, the payment of liquidated damages shall not in any way relieve the Contractor/Supplier from any of its obligations to complete the supplies and work scope or from any other obligations and liabilities of the Contractor/Supplier under the Contract/Purchase Order.
- The Contractor is required to maintain Hindrance Register for reporting hindrance if any, while executing the work and supply related issues, in an approved format. Such hindrance in the Work or Supply will be taken into consideration for accessing the additional time extension.
- **Format of Hindrance Register is as per Annexure-VI.**
- 

## **17. SAFETY REQUIREMENT**

The Contractor shall take all necessary precautions to ensure safety of labourer's deployed for the said work and arrange to provide prompt medical assistance if required. Contractor should keep the fully equipped first aid box handy at the site.

The purchaser is not in any case responsible for any type of accident during the execution of works and it will be the total responsibility of the Contractor. The Contractor shall make his own arrangement for the security of his personnel employed for this job, materials, plants and equipment's etc.

The Contractor shall note that this work has to be carried out inside Institute's campus, hence special care shall be taken at the time of execution of the work. The Contractor shall give strict instructions to his persons involved in the work, not to damage any equipment, fixtures or furniture lying inside the building. The Contractor is fully responsible to clean the floor, paint, fixtures etc., after the completion of the work / at the time of execution of the work. He should also note that after completion of the work he shall dispose or stack the debris outside / inside of the campus as directed by Purchaser.

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

## 18.ACCIDENTAL LIABILITY

Contractor shall insure its own personnel and tools & equipment's deployed at Purchaser's site against all risk, such as injuries, loss of life etc. The Contractor will be fully responsible accountable for payment of compensation to its own personnel.

The Contractor shall take all possible precautions and avoid damages to equipment/items during the execution of work at purchaser's site. In the event of loss or damage to Purchaser's property and/or injury or loss of life to Purchaser's personnel during the course of onsite work as a result of fault(s) in the items supplied under the contract. The Contractor will be fully responsible for such damages/losses and payment of appropriate compensation. The Contractor agrees to relieve the Purchaser from all the liabilities under this clause.

## 19.Recovery of Sum Due:


- Wherever any claim for the payment of Liquidated Damages or damage or loss suffered by the Purchaser arises in terms of money out of the Contract against the Contractor, the Purchaser shall be entitled to recover such sums from any due payment under the Contract. In the event of this amount being insufficient, then the amount of damages or loss shall be recoverable from the payment that may become due, to the Contractor from this Contract or any other Contract with the Purchaser. Should this sum be not sufficient to cover the amount of damages or loss that may be recoverable, the Contractor shall pay to the Purchaser on demand, amount due. Similarly, if the Purchaser had made any claim against the Contractor under this Contract or any other Contract with the Purchaser, the payment of all sums payable under the Contract to the Contractor shall be withheld to the extent of claims due according to the Purchaser till such claims of the Purchaser are finally paid by the Contractor, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment the Purchaser shall be free to recover his claims from the Contractor as per the terms of the Contract.

## 20.Termination for Default

20.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor , terminate the Contract in whole or in part in circumstance detailed hereunder:

- a) If the Contractor fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the Contract or any extension thereof granted by the Purchaser or within the period (10 weeks) till which the maximum LD amount is reached.
- b) If the Contractor fails to perform any other obligation(s) under the Contract within the period specified in the Contract or any extension thereof granted by the Purchaser.

20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may take recourse to any one or more of the following actions. However, the Contractor shall continue to perform the Contract to the extent not terminated

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

- a) Forfeiture of Performance Security, (if Applicable)
- b) Recovery of Liquidated Damages (LD) as per the Contract
- c) To purchase from elsewhere, after (thirty) 30 days' notice to the Contractor, on the risk and cost of the Contractor, the supplies, materials and equipment, not delivered or other items of similar description when such deliverable exactly complying with the particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, without cancelling the Contract in respect of the consignments not yet due for supply.

20.3 To cancel the total Contract or balance portion thereof, and if so desired, to purchase or authorize the purchase of the supplies, materials and equipment not so delivered or other deliverable of similar description, when such deliverable exactly complying with the particulars are not, in the opinion of the Purchaser, readily procurable, such opinion being final, at the risk and cost of the Contractor.

20.4 In the event of action being taken under sub-clause **20.1**, the Contractor shall be liable for any loss which the Purchaser may sustain on that account. Contractor shall not however be entitled to gain on such purchase made on account of his default. The manner and method of such alternate purchase shall be at the entire discretion of the Purchaser, whose decision shall be final. This right shall be without prejudice to the right of the Purchaser, to recover the damages for breach of Contract by the Contractor as provided in the Contract.

20.5 If the Contract is terminated as provided in clause **20.2**, the Purchaser in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to the Purchaser any completed items that are found to be useful and acceptable to the Purchaser. The Purchaser shall pay to the Contractor, the Contract price of such completed items that are delivered to and accepted by the Purchaser.


20.6 The termination will not relieve the Contractor from submitting the Performance Bank Guarantee for the portion not terminated.

## **21.Termination of contract for convenience**

After placement of CONTRACT, there may be some unforeseen situations compelling the Purchaser to cancel the CONTRACT. In such a case, the purchaser will send a suitable notice at least one month in advance to the Contractor for cancellation of the CONTRACT, in whole or in part, for Purchaser's convenience, inter alia, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the Purchaser suitably compensates the Contractor on mutually agreed terms for terminating the CONTRACT.

## **22.The shortfall information documents:**

The shortfall information documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to eligibility

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

criteria, after submission of the bids, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

## 23. Instruction to Bidders:


### 23.1 Tender Fee & EMD

#### Tender Fee:

No Tender Fee is applicable for downloading the tender document.

#### Earnest Money Deposit (EMD):

- a) **Earnest Money Deposit (EMD):** Bids must be submitted along with Earnest Money Deposit (EMD) for **INR 6000.00 (Indian Rupees Six Thousand only)** by a Demand Draft or through RTGS or through NEFT (National Electronic Funds Transfer) or through Bank Guarantee as per the details mentioned below:
  - i) The DD shall be drawn in favour of **Institute for Plasma Research A/c ITER-India** and payable at Ahmedabad, INDIA. Bidder's name and PQ-NIT number shall be indicated on the reverse side of the Demand Draft. **Scan copy of the DD to be uploaded on CPP Portal and the original DD must reach to the Senior Purchase Officer within 5 days from the due date for bid submission.** Demand Draft (DD) should not be prior dated to the date of tender.
  - ii) EMD in the form of Bank Guarantee (EMD-BG) on non-judicial stamp paper of appropriate value can be submitted as per the format given in **Annexure-VII**. Scan copy of the EMD-BG to be uploaded on CPP Portal and **the original BG must reach to the Senior Purchase Officer within 5 days from the due date for bid submission.**
  - iii) EMD can be submitted through RTGS (Real Time Gross Settlement)/ NEFT (National Electronic Fund Transfer) by bidders **prior to bid submission due date.**
  - iv) The proof of payment of EMD i.e. DD/ RTGS/ NEFT/BG (scan copy) shall be uploaded with bid documents on CPP portal.
  - v) All charges for DD/RTGS/ NEFT/BG shall be borne by the bidder.
  - vi) Bank details of ITER-India for **RTGS/NEFT** are as mentioned below:  
**Beneficiary Name** - Institute for Plasma Research A/c ITER-India  
A/c No. 30360884053  
State Bank of India  
IPR Bhat Branch, Gandhinagar-382428  
IFS Code : SBIN0010864

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

MICR : 380002096


- vii) EMD of unsuccessful bidder(s) in pre-qualification process will be returned, without any interest, within 30 days from the date of declaration of pre-qualification results by Purchaser.
- viii) EMD of successful bidders who qualify for tender award, will be returned, without any interest, within thirty days from the date of finalization of technically qualified L1 bidder.
- ix) EMD of technically qualified L1 bidder will be returned after award of Contract and receipt of error free Performance Security Bank Guarantee as per Contract terms.
- x) The bidder shall submit along with bid documents their account details, IFSC code, the name & address of his bankers and copy of cancelled cheque for refund of EMD and payment as applicable.
- xi) The EMD shall be forfeited if the bidder withdraws or amends or impairs or derogates from the submitted tender in any respect within the period of bid validity.
- xii) The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Following categories of bidders are exempted from submission of EMD:
  - (a) Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
  - (b) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD subject to furnishing proof of valid registration certificate from DPIIT.
  - (c) Seller or Service Provider registered with DPS, DAE.

Such bidder shall have to upload scanned copy of relevant registration document along with their bid.

### 23.2 Compliance to Land Border Sharing:

- Any bidder from a country that shares a land border with India(i) , excluding countries as listed on the website of the Ministry of External Affairs(ii) , to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered(iii) with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard as per Annexure-III. (i) <https://mea.gov.in/india-and-neighbours.htm> (ii) <http://meadashboard.gov.in/indicators/92> (iii) <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15 Oct 2020.pdf>
- Bidder from such "Restricted Countries" means: - a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity



	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium/ joint venture where any member falls under any of the above.

- In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per Annexure-III.
- If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

### **23.3 Preference to Make In India (MII):**

Preference shall be given to Class-I Local Supplier as defined in Public Procurement (Preference to Make In India) Order 2017, as amended from time to time and its subsequent orders/notifications issued by concerned Nodal Ministry for specific goods/products. The local content to qualify as Class-I (minimum 50% currently) or Class-II Local Supplier (more than 20% currently) is as per Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 issued by Ministry of Commerce & industry in this regard.

- **Only Class-I Local Suppliers & Class-II Local Suppliers are eligible to bid for this Tender.**
- Class-I Local Suppliers & Class-II Local Suppliers will submit duly signed & stamped certificate giving the percentage of Local content as per the format provided in Annexure-VI along with the offer failing which bid may not be considered for further evaluation.

### **23.4 Purchase preference to Micro and Small Enterprises (MSEs):**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer/ OEM of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference to Micro and Small Enterprises will get precedence over Preference to Make In India.




	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

## 24.Document to be submitted along with bid.

Following document to be submitted by bidder in the offer.

- 1) EMD as per Clause No. 23.1 of Annexure-A (in case of exemption, relevant documents to be submitted).
- 2) Duly Filled Signed and stamped with official seal Annexure-A
- 3) Duly filled signed and stamped Annexure-I: Site Visit Certificate(optional)
- 4) Duly filled signed and stamped Annexure-II: Unpriced Bid Format
- 5) Duly filled signed and stamped Annexure-III: Compliance to Land Border Sharing
- 6) Duly Filled signed and stamped Annexure-IV: Price Fall Certificate
- 7) Duly filled signed and stamped Annexure-V: Compliance to Make-In India (MII)

Bidder Signature		
Name of the signatory& Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

## Annexure-I Site Visit Certificate (Optional)

ITER-INDIA, INSTITUTE FOR PLASMA RESEARCH

---

Date:

(to be attached with the quotation as one of the conditions (optional) for meeting the eligibility criteria)

Enquiry No.	
Enquiry Date	
Enquiry Due Date	

This is to certify that

Mr.


of M/s

has / have visited the Institute for Plasma Research on

				2	0	2	
--	--	--	--	---	---	---	--

to understand the work and get acquainted themselves with details of construction of one toilet room with three urinals full accessories in fully functional conditions as mentioned above in scope of work at 3<sup>rd</sup> and 4<sup>th</sup> floor of ITER-India Lab Building

(Engineer-In charge)  
ITER-India, Gandhinagar

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27


## Annexure-II: Unpriced Bid Format

### Unpriced Bid Format

Schedule of Quantity for Two toilet

#### **A. Unpriced Bid Format: Table-A**


Sr. No.	Item Description	Qty.	Units	Quoted (Yes/No)
<b>1</b>	<b>Civil Works, brick work, plaster, including materials and labour</b>			
1.1	Site cleaning, layout marking and preparation	Set	2	
1.2	PCC Works (min. 6-inch) for foundation (8 feet x 8 feet) for flooring base on Floor	Sqm	15	
1.3	Brick/Block masonry in foundation and for walls (min. 6-inch) including cement mortar, wall hole, cutting of wall	Sqm	40	
1.4	Plastering work (internal and external)-25 mm both side as min.	Sqm	80	
1.5	Flooring with anti-skid ceramic tiles	Sqm	14	
1.6	Wall dado tiles up to 8 ft height	Sqm	40	
1.7	Roof work (FRP Sheet/Aluminium luxalon/Gypsum board/POP finish)- 8x8 feet	Sqm	14	
1.8	Painting (internal and external)	Sqm	80	
<b>2</b>	<b>Plumbing &amp; Sanitary work with materials and labour</b>			
2.1	Supply and installation of Urinals	Nos	6	
2.2	CPVC/UPVC piping of 4-inch and fittings and valves for drainage system and water supply, traps and connectors, connection of new piping with existing piping with suitable fittings and accessories	Meter	24	
2.3	Floor mounted Western commode & fixtures with dual flush tank with connectors, piping work for water supply, spray jet faucet and other accessories of SS materials	Nos	2	
<b>3</b>	<b>Electrical Works, painting, Door, Mirror &amp; Misc.</b>			

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

3.1	Concealed electrical wiring min. 1.5 sqm including cutting and plastering	Meter	100	
3.2	LED tube light supply and installation	Nos	4	
3.3	Electrical socket	Nos	4	
3.4	Switch board	Nos	4	
3.5	Exhaust fan with 6-inch opening with pipes and louver to the exhaust inside shaft	Nos	4	
3.6	Aluminum/PVC door with frame	Nos	4	
3.7	Mirror of standard size	Nos	2	
3.8	Finish works and Miscellaneous work if any	Set	2	


#### **B. Bidder's confirmation regarding submitted Price Bid:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Confirmation Yes/No</b>
2	Quoted Price are <b>Exclusive</b> of applicable Taxes & Duties	<b>Yes/No</b>
3	<b>GST IN % AS APPLICABLE (NOT INCLUDED IN QUOTED PRICE)</b>	<b>GST % TO SPECIFY</b>
6	HSN Code (To specify)	HSN Code to specify
7	L1 bidder will be derived based on Total Landed Price which is inclusive of applicable taxes & duties and any other charges (Landed Cost)	<b>Yes/No</b>
9	Each Party shall bear their own expenses for visiting to other Party's site concerning execution of the order/contract.	<b>Yes/No</b>
10	Tender Work Completion period i.e. 90 days from the date of Purchase Order will apply (refer Clause No. 9)	<b>Yes/No</b>
11	Payment Terms: 100% Payment shall be made through RTGS/NEFT within 30 days from the date of Final Acceptance (Refer Clause No. 13)	<b>Yes/No</b>
13	Bid Validity Period – 120 days from the date of bid opening	<b>Yes/No</b>

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

14	Is the bidder registered as Micro or Small Enterprise, If Yes, pl. mention Udyam Registration and to attach in the bid document (For Indian bidder)	<b>Micro/Small Enterprise, Udyam Registration No.</b> _____
15	Scope of Work and Technical Specifications as per Clause No.3	<b>Yes/No</b>
16	Civil Works as per Clause No.4	<b>Yes/No</b>
17	Electrical Works as per Clause No.5	<b>Yes/No</b>
18	Functional Testing as per Clause No.6	<b>Yes/No</b>
19	Special notes as per Clause No.7	<b>Yes/No</b>
20	General Terms and Conditions as per Clause No.8	<b>Yes/No</b>
21	Site Location as per Clause No.10	<b>Yes/No</b>
22	Final Acceptance as per Clause No.11	<b>Yes/No</b>
23	Price Basis as per Clause No. 12	<b>Yes/No</b>
24	Performance Security as per Clause No. 15	<b>Yes/No</b>
25	Liquidated Damages as per Clause No.16	<b>Yes/No</b>
26	Safety Requirement as per Clause No. 17	<b>Yes/No</b>
27	Accidental Liability as per Clause No.18	<b>Yes/No</b>
28	Recovery of Sum Due as per Clause No.19	<b>Yes/No</b>
29	Termination for Default as per Clause No.20	<b>Yes/No</b>
30	Termination of contract for convenience as per Clause No.21	<b>Yes/No</b>
31	The shortfall information documents as per Clause No.22	<b>Yes/No</b>
32	Termination for Default as per Clause No.20	<b>Yes/No</b>
33	Termination of contract for convenience as per Clause No.21	<b>Yes/No</b>
34	The shortfall information documents as per Clause No.22	<b>Yes/No</b>
35	Compliance to Land Border Sharing as per Clause No.23.2	<b>Yes/No</b>
36	Compliance to Make in India (MII) as per Clause No.23.3	<b>Yes/No</b>
38	Purchase Preference to MSEs as per Clause No.23.4	<b>Yes/No</b>
39	Document to be submitted along with bid. as per Clause No.23	<b>Yes/No</b>

Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

### **Annexure-III: Self-declaration by Bidder of a country sharing/not sharing land border with India**

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. .... dated .....

2) E-Tender No. I-I/ET/26008/26-27

#### **Restrictions on procurement from Bidders from a country or countries, or class of countries under**

##### **Rule 144(xi) of the General Financial Rules 2017.**

We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:


- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."*

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature  
stamp  
Name:  
Position:  
Address:  
Tel:  
Fax:  
Email ID:  
Designation:  
Official Seal

Bidder's

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

## **Annexure – IV Price Fall Clause Certificate**

### **Price Fall Clause Certificate**

( To be submitted in the bidder's company letter head)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems at a price lower than that offered against the Tender No.....dtd.....  
.... in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Date:

Signature of the Tenderer

Seal of the Firm



	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

## **Annexure-V: Compliance to Make in India**

(to be printed in letter head)

### **Self-Certification under preference to Make in India order**

#### **Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 as amended from time to time and as applicable on the date of submission of tender/enquiry, we hereby certify that we M/s \_\_\_\_\_ are Class I local supplier/ Class II local supplier/Non-Local supplier and quoted item/service against ITER-India Enquiry/Tender No. .... Dated ..... has/have local content i.e., \_\_\_\_%. Details of location at which local value addition will be made as follows:

\_\_\_\_\_  
 We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.


Thanking You

\_\_\_\_\_  
**Signature with date:**

**Name:**

**Designation:**

**Official Seal**

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27


## Annexure – VI Hindrance Register

A Hindrance Register is to be maintained in the enclosed Format to record all hindrances encountered during execution of items/work against the PO/Contract. The items or work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Purchaser's representative as well as the Supplier's/Contractor's representative will sign on the register against the recorded hindrance(s). In case of encountering multiple hindrances simultaneously over a period of time affecting the same item/work or different items/work, the net period of hindrance will be worked out considering the overlapping period.

Format of Hindrance Register:

Sr. No.	Nature of Hindrance	Item or Work which is affected/could not be executed on account of this hindrance	Date of start of hindrance	Date of removal of hindrance (references of communications to resolve)	Overlapping period (if any)	Net Delay in days	Sign/e clearance of Purchaser's representative	Sign/e clearance of Contractor's representative

It is to be noted that the delay in individual activities may not be affecting the contractual milestone depending on the available float, if any.

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

## Annexure-VII: Performance Bank Guarantee

### ePBG Draft Document

*"(To be on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)"*

### Bank Guarantee Format for Performance Security

**Beneficiary:**

**Project Director**

**ITER-INDIA, INSTITUTE FOR PLASMA RESEARCH**

**BLOCK A SANGATH SKYZ BHAT-MOTERA ROAD,**

**KOTESHWAR,**

**AHMEDABAD - 380005**

(hereinafter referred to as Beneficiary)

Date: ..... [ date of issue of BG] (To be filled by issuing bank) .....

PERFORMANCE BANK GUARANTEE No.: ..... [ guarantee number] (To be filled by issuing bank)

PERFORMANCE BANK GUARANTEE Amount: Rs ..... **(In words**  
.....)

Contract No.: .....

Bid Number: .....

**Applicant / Seller:**


[Name & Address of Contractor]

Guarantor: .... [ name and address of the issuing Bank] (To be filled by issuing bank).....

1. The Applicant / Seller named above has entered into above referred contract with the Beneficiary for the supply of Goods and / or Services as defined in the said contract. According to the conditions of the Contract, a performance security is required to be furnished by the Seller to the Beneficiary for due performance of the contract.

2. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Rs. .... (in words: .....,)** upon receipt by us of the Beneficiary's demand stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Beneficiary. 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. .... (in words: .....,)**

	<b>ITER-India</b> <b>(Institute for Plasma Research)</b>	E-Tender No.
		I-I/ET/26008/26-27

4. We undertake to pay the Beneficiary any money so demanded notwithstanding any dispute or disputes raised by Seller(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Seller (s) shall have no claim against us for making such payment.

6. We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract including Guarantee/ Warrantee period and that it shall continue to be enforceable till all the dues of the Beneficiary under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We further agree with 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 condition of the said Contractor to extend time of performance by the said Seller(s) from time to time or to postpone any time or from time to time powers exercisable by the Beneficiary against the said Seller(s) and to forbear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said Seller(s) or for any forbearance, act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the said Seller(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.

8. Notwithstanding anything contained herein above our liability under the Guarantee is restricted to **Rs. .... (in words: .....)** and shall remain in force until .....

9. This Guarantee will not be discharge due to be change in the constitution of the Bank or the Seller (s).

10. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Beneficiary in writing.

Dated .....

For.....

(Indicate the name of the Bank)

Signature.....

Name of the Officer.....

Designation of the officer .....

Code no .....

Name of the Bank and Branch.....