# By Regd. Post/fax GOVERNMENT OF INDIA MINISTRY OF HOME AFFAIRS P M DIVISION (PROCUREMENT WING) JAISALMER HOUSE, 26 MAN SINGH ROAD, NEW DELHI – 110 011

TEL NO. 91-011-23387306 FAX NO. 91-011-23386764

dc1.Procur-mha@gov.in

No. D/21013/3264/11/13.11.2017/P-1/935

Dated, the 11 June'2018

To,

M/s Invitorgen Bio Services India Pvt Ltd, Plot No2, 2<sup>nd</sup> Floor # 2B, Tata Xylem Devasandra Industrial Area, Mahadevapur Post Whitel Field, Bangalore # 560 048.

Tel: + 91-8041527804. 41785400, Fax No.91. 8041680430, 41259423

E Mail: www.thermofisher.com

Subject:- Formal Acceptance of tender against this office Single Tender Notice No. D/21013/3264/11/13.11.2017/P-1 dated 08.03.2018 (opened on 10.04.2018 (Tech Bid) Price bid opened on 27.04.2018) for Spare parts of ABI 310 Genetic Analyzer for CFSL Chandigarh through Single tender basis (PAC) from M/s Invitogren Bio Service India Pvt. Ltd., Plot No. 372, Udyog Vihar, Phase-II, Gurgaon Haryana. (only authorized representative).

Ref: -

- (i) Your bid reference No. 1084332 dated 10.04.2018 & 27.04.2018.
- (ii) This office TE.No D/21013/3264/11/13.11.2017/P-1 dated 08.03.2018
- (iii) Your letter No. Tender/CFSL/2018 dated 31,05,2018.

Sir,

Gentleman/Madam,

I have to inform you that your tender number as mentioned in schedule for the stores specified in the schedule annexed hereto has been accepted by the purchaser named in the schedule hereto annexed on the terms and conditions specified in the said schedule. The Acceptance of tender (A/T) and the schedule annexed shall be the sole repository of the transaction.

- 2. Please acknowledge receipt of this Acceptance of Tender (A/T) within 15 days of receipt of this A/T on the attached **Appendix 2**.
- 3. Please quote on all letters and invoices, the number and date of this Acceptance of Tender (A/T).

#### 4. Packing and notification of dispatch

Your particulars attention is invited to the conditions of contract under which you tendered in regard to packing and notification of delivery and dispatch. It is essential that packing notes and price invoices shall be furnished to the consignee in respect of consignment.

- 5. Freight: Since the contract specifies "Free delivery at consignee's locations" consignment must be booked "Freight paid "at your expenses.
- 6. You are also requested to forward a photocopy of documents in support of transportation of stores to the JS, PM,(Procurement) MHA (Name of Procurement authority) immediately after dispatch of stores to the consignee. **Encl (as above)**

Yours faithfully

(Rajendra Singh) Deputy Comdt(Proc)

For and on behalf of the President of India.

#### Copies of schedule sent to:-

Indentor	The Director, DFSS, Block-9, 8th Floor, CGO Complex, Lodhi Road, New Delhi- 110 003. He is requested to (i) Check the particulars of A/T and point out errors if any, within 7 days. (ii) Payment may be released as per A/T terms & conditions only after obtaining confirmation from this office regarding submission of performance security deposit from the A/T holder (iii) Intimate receipt of the stores against A/T indicating (a) A/T No & date and (b) Date of actual receipt of stores. (iv) Any loss or damage to the stores that may have occurred during transit, should be notified to the contractor	
	within 30 days from the date of arrival of the stores at consignee's premises.	
Consignee	The Director, CFSL, Plot No. 2, Dakshin Marg, Sector-36A, Chandigarh-160036.	
Inspecting	The Director, CFSL, Plot No. 2, Dakshin Marg, Sector-36A, Chandigarh-160036	
Authority	or Board so detailed by Inspecting authority.	
Inspecting Officer	To be detailed by Inspecting Authority	
Payment authority	Pay & Accounts Officer, DCPW, CGO Complex, Lodhi Road, New Delhi – 110003.	
SO (IT) MHA	The Section Officer (IT), IT Cell Website Room No. 10, MHA, North Block, New Delhi-110001. He is requested to get it incorporated in the official website of the Ministry of Home Affairs.	
One copy in Guard file		

(Rajendra Singh)
Deputy Comdt(Proc)
For and on behalf of the President of India.

#### REGISTERED POST/FAX/EMAIL

Contents of this contract are not to be disclosed to any person not concerned with this contract

By Regd. Post/fax
GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
P M DIVISION (PROCUREMENT WING)
JAISALMER HOUSE, 26 MAN SINGH ROAD,
NEW DELHI – 110 011

TEL NO. 91-011-23387306 FAX NO. 91-011-23386764

dc1.Procur-mha@gov.in

Acceptance of Tender (A/T) No. D/21013/3264/11/13.11.2017/P-1/935

Dated, the June'2018

## **Schedule of Acceptance of Tender**

	(a) Name of firm and address	M/s Invitorgen Bio Services Plot No2, 2nd Floor # 2B, Ta	ta Xylem		
	ŀ	Davesandra Industrial Area			
_		Devasanura muusmai Area	Devasandra Industrial Area, Mahadevapur Post		
<u> </u> -		Whitel Field, Bangalore # 560 048.			
	(b) Banker's Address	Name of Account Holder	M/s Invitorgen Bio Services India Pvt Ltd,		
		Name of Bank	Bank Of America		
		Branch Name with address	Bank of America, Salarpuria Windsor, 5th Floor, B-Wing No.3 Ulsoor Road, Bangalore-560042.		
		Bank Account No	621570063095		
		MICR Code of the Bank	000032000		
		IFSC/RTGS Code	BOFAOBG3978		
2	Name of purchaser	JS(PM), PM Division, Procurement Wing, Jaisalmer House, 26, Man Singh Road, New Delhi-110 011, on behalf of President of India.			
3	Contractor's Tender No. and date	(i) Bid reference No. 1084332 dated 10.04.2018 & 27.04.2018. (ii) Letter No. Tender/CFSL/2018 dated 31.05.2018.			
4	Name of the Indentor	The Director, DFSS, Block-9, 8th Floor, CGO Complex, Lodhi Road, New Delhi- 110 003.			
5	Indentor's Indent No. and date.	Letter No. DFSS/5(3)/2017-501 dated 10.11.2017.			
6	Condition of contract governing this contract	The contract will also be governed by the following terms and conditions:-			
	governing	(i) All the terms and conditions specified in the Tender Enquiry (with all the			
		subsequent Corrigendum /clarifications and amendments thereof) and			
		instant Acceptance of Tender.			
		(ii) General conditions of contract contained in the form No DGS&D- 68			
		(Revised) as amended up to date including DGS&D-71.			
7.	Performance Security Deposit	In terms of clause 7 of the General Condition of contract of DGS&D 68(R) under which you have tendered, you are required to deposit a sum of Rs.1,63,220/- (Rupees One Lakh Sixty Three Thousand Two Hundred Twenty) only by 10/07/2018 in favour of			
		the JS(PM), Procurement Wing, Jaisalmer House, 26, Man Singh Road, New Delhi, as performance security and should remain 10/04/2019 valid up to beyond 60 days warranty/guarantee period for due performance of the contract in the form of Bank			

		and forward treasur so you will have co contract at your risk prescribed with or breach thereof. The forfeited if you do not also with respect to the of Acceptance of Tell for extension of time 10/- duly attested by already been extended.	o deliver the stores in a promised the will submit an undertaking or Notary Public stating that the Pe ded for 60 days beyond the guara	locument in token tling the purchase of the amount of sinder the contract ity furnished by you and condition of the pact (Clause 18) period and places in non-judicial stamerformance Securit intee/warrantee pe	of having done of the cancel the security deposit is resulting from ou will also be ne contract and (L) of Schedule as and a request np paper of Rs. by Deposits has eriod.
		guarantee is provide	ma for furnishing Performance Seed as <b>Appendix–4 of the A/T</b> . Fi	irm to ensure that	complete Bank
8	Daliyanı mariad	address and telepho	one number(s) is/are mentioned in	Bank Guarantee.	
0	Delivery period	10/08/2018 or earlie	The stores will be supplied within 60 days from the date of placement of order i.e. by 10/08/2018 or earlier. The inspection of stores is to be carried out at consignee's premises, hence grace period of 21 days will not be applicable for this A/T.		
9	Dispatch Instruction	Stores are required to be delivered at consignee's location at CFSL, Plot No. 2, Dakshin Marg, Sector-36A, Chandigarh-160036 at freight, risk and cost of the supplier. The delivery of the goods shall be effected by designated transport system deemed appropriate by the seller with the terms and conditions of contract. The seller shall intimate to the purchaser, by Fax and speed Post well in advance of the anticipated date of delivery of stores.			
10	Stores required at	Office of the Director, CFSL, Plot No. 2, Dakshin Marg, Sector-36A, Chandigarh-160036.			
11	Consignees:	The Director, Director, Complex, Lodhi Roa	The Director, Directorate of Forensic Science Services, Block-9, 8th Floor, CGO Complex, Lodhi Road, New Delhi-110 003.		
12	Packing and Marking	Packing: The supplier will ensure that the stores are securely packed to avoid damage in transit by sea/air/rail/road as per clause 12 of DGS&D-68 (Revised) amended up to date.			
13	Particulars Governing	Marking: as per class upply :-	ause 12 of DGS&D-68 (Revise	d) amended up t	o date.
	Name of Item/Stores	SPARE PARTS FOR	R GENETIC ANALYZER ABI 310		
		Part No. of item	Item Name	Qty.	
		604526	PCA Controller (SVC) 310	01	
		603807	Assy, CBL HV RUN 310	01	
		4391368	Laser Head 10MW AR Multimode (SVC) RC	01	
	Quantity	No -1 (One) each			
	Specification	As per Appendix-1			
	Method of purchase	Single Tender Enqui	ry (On Proprietary Article Certifica	ite).	
	Whether product of SSI or Cottage industry	Not applicable.			

	14. Pre-Dispatch Inspection (PDI)	There shall be no PDI in the subject tender process but you should ensure that stores are dispatched along with Manufactures works test certificate conforming to specification.
	15. Joint Receipt Inspection (JRI)	Inspection Methodology:  Jt. Receipt Inspection will be carried out by a board of officers detailed by inspecting authority or any other Officer detailed by DFSS in order to check its compliance with specifications. If supply is rejected in inspection as not confirming to specifications, the same lot must be replaced within the delivery period. The consignee will also indicate the tentative date and time and place for such inspection.  JRI will consist of:-
		<ul><li>(a) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract as per the invoices.</li><li>(b) Complete functional checking of the stores as per specifications in this contract</li></ul>
		and as per procedure and tests laid down by Director, CFSL, CBI and available in the specifications.
		If the tendered stores are rejected during JRI being not confirming to Specifications, the same will be replaced if asked for with RR, denial and LD charges.
	16. Place at which the stores to be tendered for inspection	JRI will be carried out at consignee's location at Office of the The Director, CFSL, Plot No. 2, Dakshin Marg, Sector-36A, Chandigarh-160036
17	Payment: (a) By the	Pay & Accounts Officer, DCPW, CGO Complex, Lodhi Road, New Delhi – 110 003.
	(b) During the year	2018-19
	(c) Payment Terms	PAYMENT TERMS:  100% payment shall be paid on (i) Receipt, successful installation, commission and final acceptance of goods by the consignee and (ii) Submission of performance guarantee for 10 % of contract value.  MODE OF PAYMENT:-  Payments will be released electronically to the account of M/s Invitorgen Bio
		Services India Pvt Ltd, Plot No2, 2nd Floor # 2B, Tata Xylem Devasandra Industrial Area, Mahadevapur Post Whitel Field, Bangalore # 560 048 (India) on submission of the following:- (a) Suppliers' invoice indicating, inter alia description and specification of goods, quantity, unit price, total value; (b) Packing List (c) Insurance certificate; (d) Railway receipt/consignment note; (e) Manufacture's guarantee certificate and in-house inspection certificate. (f) Inspection certificate issued by purchaser's inspector and (g) Certificate of Conformity & Acceptance Test at PDI, if any. (h) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable. (i) Exemption certificate for Excise duty / Customs duty, if applicable. (j) Guarantee / Warranty certificate. (k) Copy of Performance Bank guarantee / Indemnity bond where applicable. (l) Copy of DP extension letter if any; (m) Consignee Receipt Certificate as per Appendix-3 in original issued by the authorized representative of the consignee.

			(n) Any other document (s) as and if required in terms of the contract.			
18	Speci	al Instructions :-				
	(a)		Prices accepted are on free Delivery to consignee's location.			
	(b)		Prices are firm and final.			
	(c)		Supply of the stores as per delivery schedule.			
	i) The compurchaser under the shall be strictly in ii) The control conform to the deathe said goods/structure (Inspector) may he period of 06 more and quality afores the purchaser in the purcha					
			ty to the effect that before going out of production for the spare parts you will give ace notice to the purchaser of the equipment so that the latter may undertake the fetime requirements. Ity to the effect that you will make available the blue prints of drawings of the spares if and in connection with the main equipment.			
	(f)	repudiates the colliquidated dama late, for each we value of delayed ii) In case	ctor fails to deliver the stores within the period fixed for such delivery or at any time contract before the expiry of such period, the purchaser will recover from the contractor ges a sum equivalent to 0.5 (Half) percent of the prices of any portion of stores delivered sek or part thereof of delay. The total damages shall not exceed 10 (ten) percent of the			
	(g)	Other terms and of Commerce &	ctive store at their cost.  conditions: As contained in (i) DGS&D-68(Revised) and DGS&D-229 issued from Ministry Industry and (ii) General Financial Rules (GFR) - 2017 and Manual for Procurement of sued from Ministry of Finance.			

(h)	TOLERANCE CLAUSE ( OPTION CLAUSE): N/A.
(i)	Ministry of Home Affairs reserves the right to (i) change the consignees and quantity of stores allotted to them (2) Increase or decrease the quantity at any stage.
(j)	Training after installation and commissioning – The seller has to provide onsite free training and certification to the officials of the user department.
(k)	Supplier will be fully responsible for proper installation, commissioning and training and making the equipment functional before final settlement of account.

- 19. The conditions of contract, which will govern any contract made or entered into as a result of this tender process shall be as per the following guidelines
  - i) Pamphlet No. DGS&D-68 (Revised), and DGS&D 71 titled "Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India" as amended up to date of issue of tender.
  - ii) Pamphlet No. DGS&D 230, 231 & 237 contained in DGS&D-229.
  - iii) General Financial Rules (GFR) 2017 and Manual for Procurement of Goods- 2017 issued from Ministry of Finance. Any General and Important conditions attached to this invitation to tender will also form part of the conditions.
- 19.1 Amendments: The following amendments may be carried out in the Pamphlet mentioned above.
- 19.2 The definition of "Government" provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under: -

"Government" means the "Central Government".

19.3 The definition of **Secretary** clause 1 (k)-page 3 of DGS&D Conditions of Contract may be modified as under: -

"Secretary" means Secretary of Government of India, Ministry of Home Affairs, New Delhi for the time being in the administrative charge of the subject matter of contract and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

- 19.4 Under Clause 2 (c)-page 5 of DGS&D Conditions of contract, the word "Director General of Supplies & Disposals or heads of his concerned regional offices" may be replaced by Secretary of Government of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.
- 19.5 Clause 24 i.e. Arbitration: -

In the existing entries/clause 24 of DGS&D - 68 (Revised) substitute Secretary of Union of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

- 19.6 Similarly, the reference to DGS&D wherever appearing may be suitably modified.
- 19.7 Following amendments may be carried out in the Pamphlet NO DGS&D-229 containing various instructions to tenders.

#### Form No.DGS&D-230.

Reference to DGS&D wherever appearing in clause No.14, 33, 34, 35, 39 and 40 and Appendix 'A' for Form No. DGS&D-96 may be amended to read as Secretary to Government of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

Note – these amendments are being carried out to substitute DGS&D with the designated purchasing authority under the Ministry of Home Affairs as any contract here in after shall be between the supplier (to be known as seller) and the respective purchasing authority under the Ministry of Home Affairs (to be known as purchaser). However, the conditions which govern contracts as prescribed in prescribed in various DGS&D forms and pamphlets shall also apply to contracts entered into between the seller and purchaser within the preview of this tender process.

- 20 **Resolution of disputes**: The dispute resolution mechanism to be applied pursuant shall be as follows:
- 20.1 In case of dispute or difference arising between the Purchaser and supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the JS (PM), MHA, and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- 20.2 The venue of the arbitration shall be the place from where the order is issued or such other place as the JS (PM) at his discretion may determine.
- 20.3 In this clause the expression the purchaser means the JS (PM) Ministry of Home Affairs.
- 20.4 In case tenderers do not agree to Arbitration clause as mentioned in the tender enquiry, they may opt for settlement through court in New Delhi, India. Jurisdiction of the court as a result of this tender invitation will be the place from which the contract is issued i.e New Delhi.

#### 21. (A) DESCRIPTION OF STORES ORDERED WITH PRICE:-

#### SPARE PARTS FOR GENETIC ANALYZER ABI 310

Items Name	Part No	Qty/Unit	Basic price	GST	Price for delivery
PCA controller (SVC)	604526	01	₹ 734,016.25	₹ 132,122.92	₹ 8,66,139.17
Assy, CBL, HV Run 310	603807	01	₹ 32,843.23	₹ 5,911.78	₹ 38,755.01
Laser head, 10MW multimode(SVC) RC	4391368	01	₹ 616,357.38	₹ 110,944.33	₹7,27,301.71
	Total Amount		₹ 13,83,216.86	₹ 2,48,979.03	₹ 16,32,195.89
	Total Amount R/O		-		₹ 16,32,196.00

(Rupees Sixteen Lakh thirty two thousand one hundred ninety Six) only.

Note: As per price quoted by firms (i) Custom duty/Freight Insurance/Custom Clearance Charges are inclusive in above price & (ii) Agency Commission amount – N/A.

(Rajendra Singh)
Deputy Comdt(Proc)

For and on behalf of the President of India.

### TECHNICAL SPECIFICATION OF SPARE PARTS OF ABI 310 GENETIC ANALYZER:

S.No.	Name and part number of the item & Specificat	tion	Functionality	Qty
1	<ul> <li>PCA Controller (SVC) 310 , (Part Number : 604526): The electronics board is a combination of two sections: and a Custom section.</li> <li>Generic Specifications: <ul> <li>Speed— up to 20.000 MHz with a 16 MHz 68332 microprocessor</li> <li>Backup Batteries—3-pack of 3.6 V Nicad or NiMH (Nickel Metal Head of the second or the se</li></ul></li></ul>	A Generic section  r. Hydride) essor This theory of 88332 literature. The massaging, laser bly electronics	The main part of ABI 310 Automatic DNA Analyzer which control all electronic functions	01
2.	controls, and some button and LED controls.  ASSY, CBL HV RUN 310 (Part Number : 603807):  High voltage cable for 310 Genetic Analyzer	The high voltage voltage from ele system (15KV).	cable supplies the ctric potential to	01
3.	<ul> <li>LASER HEAD 10MW AR MULTIMODE (SVC) RC, (Part Number: 4391368)</li> <li>Argon ion Gas Laser that emits 30mW of electromagnetic rabeam of light to excite the fluorescent dyes.</li> <li>The laser light output is comprised of 5 main wavelengths.</li> <li>Maximum warm up time: 5 minutes</li> <li>Tube current draw not to exceed 7.9 Amps at 10 mW (when 45 ±15 second laser start-up delay</li> <li>Color ratio range (514.5 nm / 488 nm) = 1:1.1 to 1:1.6</li> <li>Maximum laser drift in light control mode (over 2 hours)</li> <li>Beam pointing stability (over 2 hours, temperature range ±3 ±30microradians</li> <li>Beam diameter (1/ e 2±5%) = 0.62 mm</li> <li>Maximum Noise (p-p, 20-1,000 Hz) = 0.1%</li> <li>Maximum Noise (p-p, 20-10,000 Hz) = 1.0%</li> </ul>	adiations i.e intense n new) s) = 1%	The argon gas based Laser head (LH) excites fluorescent labeled DNA template for the detection of fragment size of DNA sample or DNA sequencing. It has shelf life 8000-10,000 hours of usage.	01

(Rajendra Singh)

Deputy Comdt(Proc)

For and on behalf of the President of India.

#### **ACKNOWLEDGEMENT**

(This slip be completed signed and returned to the JS (PM) Procurement Wing, PM Division MHA, 26 Mansingh Road, New Delhi 110011 (Name of Purchasing Authority) immediately on its receipt)

For sup	upply of: SPARE PARTS OF ABI 310 GENETIC ANALYZER FOR CFSL CHANDIGARH	<u>l:</u>
•		
Ref:-	Tender No.	
Acceptar spares a	We, M/s	e the receipt of vith accessories,
Dated		
	SIGNATURE OF CONTRACTOR	
Station:	n:	
Date of r	of receipt	

TE No	Dated the	Month Year
Final Acceptance Certific	cate by the Co	onsignee
To,		
M/s		
This if to certify that the equipment(s)/plant(s) conditions along with all the standard and special accontract/technical specifications. The same has been imparted training programme as per terms and conditions (a) Contract No	as detailed be essories and a en installed and ions of contrac	elow has/have been received in good set of spares in accordance with the d commissioned. The firm has also at at the best satisfaction of the user.
(d) Quantity:	*****************	*********************
No	ed and recovere satisfaction stipulated time ted time, was	ries to be made on that account. and operators have been trained to of delivery.

Signature of Consignee

#### PROFORMA FOR BANK GUARANTEE

# FOR SUBMITTING PERFORMANCE BOND/GUARANTEE (ON BANKS LETTER HEAD WITH ADHESIVE STAMP)

То
THE(NAME OF PURCHASING AUTHORITY)
Dear Sir,
In consideration for the President of India (hereinafter called "the Government") having agreed to exempt
2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss of damage caused to or would be caused to or suffered by the Government 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)'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 under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs  3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto.
liability under this present being absolute and unequivocal.  The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We,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 the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the guarantee thereafter.
5. We,further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or form time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we 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 Government or any indulgence by the government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rsand shall remain in Force until Unless a claim or suit under this
guarantee is filed with us on or before ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relived and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
8. We, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.
Dated thedate ofMM/YYYY
For
(Indicate the name of Bank)
Signature
Name of the Officer
(In Block Capitals)
Designation of
Code No
Name of the Bank and Branch

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