

Rajiv Gandhi Regional Museum of Natural History
(A Regional Centre of National Museum of Natural History, New Delhi)
(Ministry of Environment & Forests, Govt. of India)
Tel./Fax. 07462 - 223010, Email: rgrmnhsymp@gmail.com

Village Ramsinghpura,
Post Sherpur,
Sawai Madhopur,
Rajasthan – 322 001

F.No.3-8/2013-14/RGRMNH(SWM) /

Dated : 07Aug.2013

To,

M/S _____

NOTICE INVITING TENDER

Sealed Tenders are invited from the Reputed/Registered Agencies for providing House Keeping Services on contractual basis in the R.G. R.M.N.H, Sawai Madhiopur, Rajasthan. Interested Agencies may collect the tender documents.

- (a) personally from the office of the Rajiv Gandhi Regional Museum of Natural History, Ranathambhore Road, Ramsinghpura, Post Sherpur, Sawai Madhopur, Rajasthan – 322 001 during 11.00 AM to 4.00 PM on all working days w.e.f **07/08/2013**.

OR

- (b) by downloading from websites of NMNH (www.nmnh.nic.in.)

Tender submitting date: 23 August, 2013 up to 3 PM (Instruction mentioned in tender documents)

Opening date: 4 PM on the same day i.e. 23 August, 2013

(Vinod Kumar)
Administrative Officer

Free of Cost

TENDER DOCUMENT

For

Providing of Housekeeping Services

at

RAJIV GANDHI REGIONAL MUSEUM OF NATURAL HISTORY
(A Regional Centre of National Museum of Natural History)
Ministry of Environment & Forests, Govt. of India
Ramsinghpura, Sawai Madhopur – 322 001 (Rajasthan)
Tele/fax – 07462 - 223010

3-8/2013-14/RGRMNH/SWM
Rajiv Gandhi Regional Museum of Natural History
(A Regional Centre of National Museum of Natural History, New Delhi)
(Ministry of Environment & Forests, Govt. of India)
Tel. / Fax. 07462 - 223010, Email: rgrmhswmp@gmail.com

TENDER RULES FOR PROVIDING THE HOUSE KEEPING SERVICES.

Sealed quotations are invited by The Director, National Museum of Natural History, New Delhi from experienced Indian firms for cleaning of corridors, toilets, common spaces, window panes and stairs etc. in the **Rajiv Gandhi Regional Museum of Natural History, Sawai Madhopur (Rajasthan)** daily basis for a period of one year initially extendable by one more year, subject to satisfactory performance of the vendor, on outsourcing basis.

1. Detailed scope of work is mentioned at para 4 below. Complete tenders accompanied by a bank draft of Rs. 10,000/- (Rupees ten thousand only) payable to the **Pay and Accounts Officer, Ministry of Environment and Forests, New Delhi** as EMD and placed in a sealed cover, will be received up to **3 P.M. on 23 August, 2013**. Tender received without EMD will be summarily rejected.
2. **Opening of Tender:** Received tenders will be opened at **4PM on 23 August, 2013**, in the presence of the authorized representatives, if any, of the bidders in this office. Request for extension of opening date tenders will not be considered. Tender will also be opened on scheduled date and time in case of non-presence of any representative of the firms.
3. **Qualifying Criteria:** Only firms having experience of at least two years in the relevant field of providing Housekeeping/cleaning service on outsourcing basis to Central/State Governments Ministries/ Department/Government Organizations/PSUs/Corporate Sector etc. need to apply. While submitting the tender, the intending tenderer shall have to furnish self attested copies of following/Documents.
 - i. Proof of executing order of cleaning/housekeeping worth Rs. 10 lacs (Rupees ten lacs) for the last two years, i.e. years 2011 -12 & 2012-13 and current financial year. Officers of the level of section officer and above should issue the experience certificates.
 - ii. Copies of valid certificates of Income Tax clearance, Service Tax, PAN number and any other tax as applicable for last two years.
 - iii. Details of the firm/company in case of partnership firms.
 - iv. Copies of EPF and ESI registration details.

- v. Labour License issued from M/O Labour.
- vi. Registration with registrar of companies in State Govt. / Govt. of India
- vii. Service tax registration under Asst. Commissioner, Service tax.
- viii. Supporting documents for getting ISO certified co. if any.
- ix. Preference will be given to the those agencies whose offices are situated at Sawai Madhopur (Rajasthan)

4. Extent and scope of work:

- A. (i) Area of work :** The job of cleaning of office building shall include vitrified tiles, granite flooring, false ceilings, toilets, WCs, wash basins, entrance areas, window glass pane, lifts, staircases, windows, panels, railings switch boards, lights and electrical fittings, notice boards & paintings etc.

Public & service areas of the museum building are:

Sl. No.	Particulars of the Area	Appx. Area in Sq. Mtr.	Remarks / Justification
1.	Admin Block	300 Sq. Mtr.	This area required cleaning everyday
2.	Temp. Gallery on "Biodiversity of Rajasthan"	300 Sq. Mtr.	--Do --
3.	Main Entrance area of the museum (including proposed area of Reception & Library)	150 Sq. Mtr	--Do --
4.	Technical area (MEP & Artists working place)	300 Sq. Mtr	--Do --
5.	Ramp,Canteen,staircase, Guard room & Toilet area)	200 Sq. Mtr.	This area required cleaning everyday
6.	Temp. exhibition area on Western Ghat (proposed to erect in one of the hall)	300 Sq. Mtr.	This area required cleaning everyday
7.	Huge corridor in the upper ground flor & of the Ist floor area	650 Sq. Mtr.	This area required cleaning everyday
8.	Museum Hostel Block	300 Sq. Mtr.	To be cleaned periodically
	Total Appx. Area in Sq. Mtr.	2500 Sq. Mtr.	

B. Scope of work

- I. Dusting, sweeping and wet mopping of galleries in the Upper Ground floor, First floor common area to be completed once daily by 9:30 AM or as soon as the galleries and rooms are opened on all working days as & when required.
- II. Wet mopping and cleaning of common areas of ground, all toilets, WCs, urinals and wash basins to be carried out once in every two or three hours starting from 9:00 AM on all working days
- III. Removal of waste papers / wrappers, packing materials and any other rubbish/garbage, cleaning and dusting of staircases, windows glass panes (inside) , panels, railings, switch boards, lights and electrical fitting, notice boards, name plates, paintings posters, glazed etc. located both inside the rooms and outside in corridors to be carried out once daily on all working days.
- IV. Stain removing by the material provided by this office from wood works/wooden walls/floors/fixtures/equipments etc. to be carried out once daily on all working days.
- V. Complete scrubbing, cleaning and washing of all common areas of all floors, stairs and toilets by providing cleaning materials/items and appropriate machines, dusting of ceilings and walls and cleaning of window glass panes of all floors from outside door knobs, name plates etc. with brass to be carried out on all Sunday and gazzetted holidays when museum will open for public.
- VI. The conference hall, Discovery room, Eco Theatre and auditorium should be thoroughly cleaned once day and if so directed by the Scientist 'C', RGRMNH / Caretaker etc, before commencement of important meeting. The furniture, light fitting, wood paneling and should be thoroughly cleaned.
- VII. The cleaning materials will be provided by this office such as Phenyle, Odonil. Naphthalene Balls and Liquid soap in all toilets in adequate spraying of room freshener in sections/ rooms/common areas.
- VIII. Thorough cleaning, dusting of book, shelf and racks of RGRMNH library.

Note: Working days for the cleaning purpose means Monday to Sunday, excluding National and Gazzetted holiday when Museum will remain closed for public. The vendor shall carry out cleaning work on Saturday/ Sunday also as per above schedule in respect galleries and parts of office which may open on Saturday/Sunday in exigencies of work.

5. Terms and conditions of cleaning work.

- I. The contractor shall deploy minimum adequate numbers of workers including supervisor for providing services as mentioned in para 4 above.
- II. The contractor, his manager and supervisor should have duly activated cell phones, numbers of which should be given to all officers, Caretaker to facilitate contract when ever required.
- III. The RGRMNH shall provide cleaning material/machine/equipment for the cleaning work. However, the contractor can use water from toilets for washing/cleaning work.
- IV. This office will provided requisite number of dustbins/bags in all rooms, corridors, landings of staircases near toilets and other places where ever required. The dustbins/ bags shall be emptied as per the agreed cleaning schedule every day.
- V. The Scientist 'C' or any other officer nominated by him shall have the liberty to inspect any time the cleaning work and if it will not find up to the mark then penalty can be imposed on the firm/agency.
- VI. Cost of any damage done to tiled/wooden floors, wooden walls, false ceiling, wooden fittings/fixtures/ furniture, any other surface, equipment, machines, material, toilet /sanitary fittings, electrical fittings, lights, switches and boards etc. or any government property within the premises of the buildings due to mishandling by the employees deployed by the contractor shall be borne by the contractor and shall repair/replace the damaged part/portion immediately. In case the contractor fails to make good the loss to the satisfaction of the Scientist 'C', RGRMNH, SWM shall, at its discretion, deduct such amount from the bills of the contractor as it may decide sufficient to make good the loss. No appeal for review/write off the loss shall be entertained.
- VII. The contractor shall maintain a room-wise log book and obtain dated signature of the section-in-charge/officer/official who occupy the room or his/her personal staff after completion of the day's cleaning work of that room. Remark shall also be obtained from them in the log book about the service rendered by them. The log book shall be inspected by Scientist 'C' / Office Suptd./Caretaker periodically.
- VIII. No payment will be made for the corresponding areas in respect of Sections/Rooms where users have expressed dissatisfaction in writing about cleaning work or refused to give the remarks on the log book satisfactory performance certificates in respect of cleaning of common areas, corridors, toilets, ground floor, areas in front of entrance gates and for any other area or item not specifically allotted/assigned to any officer shall be obtained from the caretaker, RGRMNH, Sawai Madhopur or any official who assign the duty for checking.

- IX. The contractor shall provide proper uniforms to all his employees engaged for cleaning work.
- X. Attendance report of all the staff deployed by the contractor shall be given to the caretaker every day or put the signature of their deployed staff in the attendance register maintained by this office.
- XI. All statutory requirements regarding employment including payment of minimum wages and other statutory benefits such as ESI,PF, etc to the employees shall be strictly complied with by the contractor. Any default and consequences shall be liability of the contractor.
- XII. The contractor of his employees shall not cause any hindrance to functioning of sections/officers while cleaning the premise.
- XIII. The contractor shall be responsible for character and antecedents of the employees deployed by him in the RGRMNH, SWM. Cost of any item, if proved to have been stolen by any of his employees, shall be deducted from the monthly bill of the contractor.
- XIV. The contractor shall issue photo identity cards to all the employees deployed by him for cleaning work in the RGRMNH, SWM. The RGRMNH, SWM shall recommend issue of entry pass, if necessary.

6. **Submission of tenders:-**

Sealed tenders must be submitted in an envelope duly super scribing **“Tender for providing of Housekeeping Service in the RGRMNH, SWM and addressed to Director, National Museum of Natural History, FICCI Museum building, Tansen Marg, New Delhi – 110001** in the Tender box kept in the administration Section at 6th floor, National Museum of Natural History, New Delhi, latest by **3 PM on 23/08/2013** positively. Request for extension of last date for submission of tenders will not be considered. The envelope should contain following documents.

- a. Bid document duly completed and signed.
- b. EMD of Rs. 10,000/- by way of bank draft/pay order issued by a nationalized bank in favour of **Pay and Accounts Officer, Ministry of Environment and Forests, New Delhi.**
- c. Proof of executing order of cleaning/housekeeping worth Rs. 10 lacs (Rupees ten lacs) for the last two years, i.e. 2011-12, 2012-2013. The experience certificates should be issue by officer level or any Govt. Organization, Undertaking, Private office etc.
- d. Self attested copies of valid certificates of Income Tax clearance, Service Tax, PAN number and any other tax as applicable for last two years.
- e. Details of the firm/company in case of partnership Firm.
- f. Details of EPF and ESI registration.
- g. Labour License issued from M/o Labour.
- h. Registration with registrar of companies in State Govt. / Govt. of India
- i. Service Tax registration under Asst. Commissioner, Service tax.
- j. Supporting document for getting ISO certified co. if any.

Note : The bidder should put his/her dated signature on every page of the bid document as a token of having read and understood the terms and conditions of the tender.

7. Unsealed/unsigned tenders shall not be considered for evaluation. Tenders without EMD shall be summarily rejected. There should be no erasing and/or overwriting. The tenders with erasing and or overwriting shall be summarily rejected.

8. Late/delayed tenders due to any reason, whatever will not be accepted/ considered, at all, under any circumstances.
9. The submission of tender will not place this office under any obligation to empanel you and no expenses by you in this regard will be payable by RGRMNH, Sawai Madhopur.
10. Intending bidders are advised to visit the place of work for assuring the nature and volume of work realistically before quoting the rates.
11. The rate should be mentioned in figures as well as in words exclusive of taxes and levies in the financial bid document attached as Annexure-I. Financial bids submitted in any other format will not be accepted. These taxes and other levies, if any, should be indicated separately. In case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.

12. Earnest Money Deposit (EMD)

- a. The bidder shall furnish, as part of his bid security of 10,000/- in the form of Demand draft/pay order in favour of **Pay & Account Officer, MOEF, New Delhi.**
- b. The bid security is required to protect the RGRMNH, Sawai Madhopur, against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 15 of this document.
- c. The bid security is shall remain valid for a period of 180 days from the date of tender opening.
- d. A bid not secured in accordance with "a" above shall be rejected by the NMNH, New Delhi, as non-responsive at the bid opening stage.
- e. The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the NMNH, New Delhi and to interest would be paid thereon.
- f. The bid security of the successful bidder shall be returned after executing the agreement and depositing performance bank guarantee.

13. **Forfeiture of EMD: The bid security may be forfeited:**
- a. If the bidder withdrawn his bid during the period of bid validity specified by the bidder in the bid from, or
 - b. In the case of successful bidder in the bid:
 - i. Fails to sign the contract,
 - ii. Fails or refuses to honour his own quoted price for cleaning work at specified premises as per para 4
 - c. In both the above cases i. e. para 13 (a) & (b), the bidder will not be eligible to participate in any of the tender issued by RGRMNH, SWM for one year from the date of issue of letter of intent. The bidder will not approach the court against the decision of competent authority in this regard.
14. **Performance Bank Guarantee:** The successful bidder shall deposit, within seven working days of signing the mutual agreement for providing the cleaning/ housekeeping service, the performance guarantee equal to 10% of quoted price in the form of bank guarantee of a nationalized bank. The amount of rupees ten thousand already deposited as EMD along with the tender will not be adjusted in the security deposit. Format of the bank Guarantee is given at Annexure-IV.
15. **Evaluation:**
- Tender shall be evaluated on the basis of quoted rates per Sq. meter, only in respect of bidders who fulfill the conditions stipulated in Para **3 & 6 above** and submit documents. The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected as non-responsive.
16. **Signing of mutual agreement** shall construe award of contract (Format of agreement enclosed at Annexure-III)
17. **No enhancement** of rates will be allowed for the job contract during the currency of the contract.
18. **Validity of the contract:** In normal circumstances, the period of contract shall be for a period of one year extendable by one more year subject to satisfactory performance of the contract.
19. **Scientist 'C',RGRMNH, Sawai Madhopur reserves the right to terminate** the contract by giving 30 days notice and without assigning any reason thereof.

20. Payment:

- a. The bills in triplicate, for the services rendered on the basis of rates will have to be submitted in favour of **Scientist ‘C’ , RGRMNH, Sawai Madhopur** for effecting payment together with the certificates of satisfactory performance duly signed by user officers/sections in the log book maintain by the contractor. No. advance payment shall be made for the services.
- b. The payment will be released through ECS and income tax and other taxes, if any, shall be deducted against bills submitted.
- c. The job carried out shall be to the satisfaction of the Administrative Office, failing which deductions @ 10% of the total bill shall be deducted. Depending upon the severity of negligence, RGRMNH, Sawai Madhopur reserves the right to blacklist the agency for a suitable period or from further participation on any of RGRMNH’s Sawai Madhopur contracts. The decision of Scientist –‘C’ RGRMNH, Sawai Madhopur shall be final in this regard.

21. Prices:

Rates shall remain fixed and valid during the period of contract. This office will not entertain any claim on account of service tax or any other tax for executing the work awarded under the contract and all such taxes should be paid by the firm itself. TDS and any other Government levies applicable on bill as per Government of India instructions issued from time to time shall be deducted. The contractor shall undertake additional work of cleaning rooms/sections, if subsequently awarded, at the same rate and terms and conditions.

22. ARBITRATION

22.1 In the event of any question, dispute of different arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Director, National Museum of Natural History (NMNH) (Ministry of Environment and forests) or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Director or by whatever designation such officers may be called (is originally referred to vacates for any reason whatsoever, the Director hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Director, National Museum of Natural History (Ministry of Environment and forests) shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any

such appointment that arbitrators so appointed is an employee of NMNH / RGRMNH (Ministry of Environment and forests) or a Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a NMNH employee he has expressed his views on all or any matter in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and conciliation act 1996, or any statutory modification or re-enactment of or any rules made thereof.

- 22.2 The venue of Arbitration proceeding shall be office of NMNH at New Delhi or such other place as the arbitrator may decide.
- 22.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
23. Bidders/agency who are having near relative (s) employed in the RGRMNH, Sawai Madhopur are not allowed to participate in the tender. The agency should give a certificate as given in Annexure-II that none of his/her near relative is working in RGRMNH, Sawai Madhopur. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and incase of limited company by all the directors of the company. Due to any breach of these conditions by the company of firm or any other person the contract will be cancelled and security deposit will be forfeited at any stage whenever it is noticed and RGRMNH, Sawai Madhopur will not pay any damage to the company or firm or the concerned person. The company or firm of the person will also be debarred for further participation in any contract/tender of RGRMNH, Sawai Madhopur.

The near relatives for this purpose are defined as:

- a. Member of Hindu undivided family,
- b. They are husband and wife
- c. The one is related to the other in the manner as father, mother, son (s) and son's wife (daughter in law), Daughter (s) and daughter's husband (son in law), brother and brother's wife, sister (s) and sister's husband (brother in law)

FINANCIAL BID

Tender No. F.No.3-8/2013-14/RGRMNH (SWM)

Subject: Cleaning of the office accommodation of Rajiv Gandhi Regional Museum of Natural History, Sawai Madhopur.

RATE QUOTATION

SL. NO.	Building	Rate per sq meter per month for cleaning work (in rupees)
	Rajiv Gandhi Regional Museum of Natural History, Sawai Madhopur – 322 001 (Rajasthan)	In figure: In words:

Note:

- (i) The details service tax and other statutory benefit
- (ii) such as minimum wages, ESI/PF etc if any should be indicated separately , if any should be indicated separately, in case nothing is mentioned, it will be assumed that taxes/ other statutory benefits are included in the rates quoted.
- (iii) Approximate surface/carpet area of the premises for cleaning work has been indicated in para 5 A above.

Certificate: I have physically inspected the premises and understand the volume of work and agree to the terms and conditions laid down in the letter inviting quotations.

Signature of Authorized signatory
NAME OF THE AGENCY WITH SEAL

CERTIFICATE

I.....s/or/o
.....

hereby certify that none of my relatives (s) as defined in the tender document is/are employed in RGRMNH, Sawai Madhopur as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, RGRMNH, Sawai Madhopur shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed
Name (Bold).....
Position
Date

(To be executed on Bond paper of rupees one Hundred)

Agreement

AGREEMENT FOR ACTING AS CONTRACTOR FOR cleaning work at Rajiv Gandhi Regional Museum of Natural History (Ministry of Environment and forests), Sawai Madhopur (Rajasthan)

Contract Agreement No. datedan agreement for cleaning work at Regional Museum of Natural History (Ministry of Environment and forests), (hereinafter called the contract) is made thisDay ofBetween M/shaving it's office situated at through Mr. (hereinafter called the contractor), which terms shall unless excluded by or repugnant to the subject or context, include its successors and permitted assignees of the one part.

And the Rajiv Gandhi Regional Museum of Natural History (Ministry of Environment and forests), Sawai Madhopur (hereinafter called the company which term shall unless excluded by or repugnant to the subject or context, include its successors and assignees) on the other part for the purpose of cleaning work at Rajiv Gandhi Regional Museum of Natural History (Ministry of Environment and forests), Sawai Madhopur, at the rates quoted and accepted under the terms and conditions specified in the tender document and its Annexure.

Whereas, the Agency has agreed with the RGRMNH, Sawai Madhopur for cleaning work set forth in the tender document and its annexure, which shall be treated as an integral part of this agreement. In consideration of the payment to be made by RGRMNH, Sawai Madhopur the agency shall duly perform the said operations in the said tender document and its annexure set forth and shall execute the same with great promptness and diligence in a workman like manner to the satisfaction of RGRMNH, Sawai madhopur and will effect fromday.....of.....2013up to of2014 and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and RGRMNH, Sawai Madhopur hereby agrees that if the agency observe and honour the said terms and conditions of the contract, RGRMNH, Sawai Madhopur will pay or cause to be paid to the Agency for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

In witness whereof the said parties hereunto set their hands the day and year first above written.

For and on behalf of RGRMNH

Agency

Witness

- 1.
- 2.

PERFORMANCE SECURITY GUARANTEE (BOND FROM)

(To be furnished on non-judicial stamp paper of Rs.100/- use of stamps/any other means in lieu of non-judicial stamp paper shall lead to outright rejection of the Bid)

1. In consideration of, Scientist-C & Head of office (hereinafter called the RGRMNH) having agreed to exempt(hereinafter called the said Contractor (S) from the demand under the terms and conditions of an agreement (purchase order) No.....Dated. Made betweenandfor.....for the work of.....(hereinafter called the said Agreement) of the security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement, on production of a bank guarantee forContractor (s) do hereby undertake to pay to the RGRMNH, Sawai Madhopur an amount not exceedingAgainst any loss or damage caused to or suffered or would be caused to or suffered by RGRMNH, Sawai Madhopur by reason of any breach by the said Contractor (S) of any the terms & conditions contained in the said Agreement.
2. We (Name of the bank)Do hereby, undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from RGRMNH stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NMNH by reason of breach by the said Contractor (s) of any of the terms and conditions contained in 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 where the decision of RGRMNH, Sawai Madhopur in these counts shall be final and binding on the bank. 'However, our Liability under this guarantee shall be restricted to an amount not exceeding.
3. We undertake to pay to the RGRMNH Sawai Madhopur any money so demanded notwithstanding any dispute or disputes raised by the contractor (S)/suppliers (S) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal: The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the contractor (S)/supplier (S) shall have no claim against us for making such payment.
4. We (Name of the bank)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 RGRMNH, SWM under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RGRMNH,SWM certifies 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 expiry of two years from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank)Further agree, with the RGRMNH,SWM that the RGRMNH,SWM 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 postpone for any time or from time any of the powers exercisable by 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 RGRMNH,SWM or any indulgence by the RGRMNH,SWM to the said contractor (S) or by any such mater or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor (S) /suppliers(S).
7. We (name of the bank).....Lastly undertake not be revoke this guarantee during its currency except with the previous consent of the RGRMNH,SWM in writing.

Dated theday offor
.....(Indicate the name of the bank)