

# TENDER DOCUMENT

## FOR

**Tender enquiry from Authorised Service Centre  
of M/s. Canon India Pvt. Ltd. for Comprehensive Annual  
Maintenance Contract for Digital Multi-Functional (Colour and Black  
& White) Photocopiers and Photocopy machines at NIB Noida.**

### TENDER ENQUIRY NO. D.12-59/2017-NIB


- (a) Document download / Sale start date : **04.12.2017** at 15:00 Hrs.
- (b) Last date for submission of tender : **18.12.2017** at 15:00 Hrs.
- (c) Date of opening for Technical-bid : **18.12.2017** at 15:30 Hrs.
- (d) The technically qualified bidders will be informed to be present at the time of Price-bid opening.

**Tender fee: Rs.525/- inclusive of GST**

**December - 2017**



**NATIONAL INSTITUTE OF BIOLOGICALS**  
(Ministry of Health & family Welfare, Govt. of India)  
A-32, SECTOR-62(INSTITUTIONAL AREA)  
NOIDA-201 309(U.P)  
Tel: 0120-2400022, 2400072, Fax: 0120- 2403014  
E-mail: [info@nib.gov.in](mailto:info@nib.gov.in) , Website: <http://nib.gov.in>

	<p style="text-align: center;"><b>NATIONAL INSTITUTE OF BIOLOGICALS</b> <b><u>Plot No.A-32, Sector-62 (Institutional Area), NOIDA-201309 (U.P)</u></b> Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014 E-mail: <a href="mailto:info@nib.gov.in">info@nib.gov.in</a> Website: <a href="http://nib.gov.in">http://nib.gov.in</a></p>
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**Tender Enquiry No.: D.12-59/2017-NIB**


**TENDER NOTICE**

**Invitation of offers from Authorised Service Centre of M/s. Canon India Pvt. Ltd., for Comprehensive Annual Maintenance Contract for Digital Multi-Functional (Colour and Black & White) Photocopiers and Photocopy machines at NIB Noida.**

Sealed Quotations are invited from Authorised service Centre of M/s. Canon India Pvt. Ltd., for Comprehensive Annual Maintenance Contract for Digital Multi-Functional (Colour and Black & White) Photocopiers and Photocopy machines in NIB, Noida, on the attached quotation form. Please quote your most competitive rates for this work, on the enclosed quotation format inclusive of all replaceable items, repairing charges, cost of consumables like toner and other overhead charges except Goods & Service Taxes etc., which is to be shown separately, required for maintenance of machines. The quotation form may be down loaded from the Institute's website <http://nib.gov.in>.

Your sealed quotation should be dropped in NIB tender box or reach NIB, Noida on or before the closing date, i. e., **18.12.2017 up to 15:00 P.M.** and the same shall be opened on the same day at **15:30 P.M.** in presence of the representatives of the firms, who wish to be present during opening of the quotations. Late offers will not be received and treated as rejected.

**(Dr. Reba Chhabra)**  
**i/c Dy. Director (Admn.)**

	<p style="text-align: center;"><b>NATIONAL INSTITUTE OF BIOLOGICALS</b></p> <p style="text-align: center;"><b><u>Plot No.A-32, Sector-62(Institutional Area), NOIDA-201 309(U.P)</u></b></p> <p style="text-align: center;">Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014</p> <p style="text-align: center;">E-mail: <a href="mailto:info@nib.gov.in">info@nib.gov.in</a> Website: <a href="http://nib.gov.in">http://nib.gov.in</a></p>
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**Tender Enquiry No.: D.12-59/2017-NIB**

**Name of Service:** Tender enquiry from Authorised Service Centre / Agency of M/s. Canon India Pvt. Ltd. for Comprehensive Annual Maintenance Contract for Digital Multi-Functional (Colour and Black & White) Photocopiers and Photocopy machines at NIB, Noida.

**1. INTRODUCTION:**

The National Institute of Biologicals (NIB), Noida is an autonomous Institute under the administrative control of Ministry of Health & Family Welfare, Govt. of India, invites sealed offers from the authorised service centre / Agency of M/s. Canon India Pvt. Ltd., for Comprehensive Annual Maintenance Contract for Digital Multi-Functional Photocopiers and Photocopy machines in NIB, Noida.

**2. TENDER PROCEDURE:**

The tenderer would submit sealed tender in two parts, (i) Technical bid and (ii) Financial bid in two separate envelopes containing following information:

**A. Technical Bid:**

- a) Name of the Tenderer:
- b) Experience:
- c) Declaration:

- I. The agencies should have annual turnover of Rs. 5 lakh in the field of comprehensive annual maintenance contract for Digital Multi-Functional (Colour and Black & White) Photocopier and Photocopy machines (enclose last three years copy of Annual Accounts i.e., 2014-15, 2015-16, 2016-17 along with Income Tax Return along with copy of PAN No.).
- II. The agency has at least 5 years' experience in this field. (enclose proof of documents)
- III. A certificate stating that the tenderer has visited the site and has fully familiarized himself with site conditions while submitting the tender.
- IV. Demand draft of Rs. 10,000/- (Rupees Ten Thousand only) drawn in favour of **National Institute of Biologicals, Noida**, as Earnest Money shall be forwarded with the Technical Bid.
- V. **List of clients:** The bidder should submit documentary proof of Comprehensive Annual Maintenance Contract of Digital Multi-Functional (Colour and Black & White) Photocopiers and Photocopy machines from at least three agencies. The bidder should have satisfactory completed the maintenance contract as mentioned below during the last 5 (Five) years ending last date of previous month (October, 2017).
  - a) Three similar maintenance contracts each having 06 (Six) Digital Multi-functional (Colour and Black and White) Photocopiers and Photocopy machine  
**Or**
  - b) Two similar maintenance contracts each having 08 (Eight) Digital Multi-functional (Colour and Black and White) Photocopiers and Photocopy machine  
**Or**
  - c) One similar maintenance contracts each having 14 (Fourteen) Digital Multi-functional (Colour and Black and White) Photocopiers and Photocopy machine.
- VI. The bidder should be Authorised Service Centre / Agency of M/s. Canon India Pvt. Ltd. from last 5 (Five) years (Documentary proof to be enclosed.).

- VII. The agency must have electronic mode of logging in complaints and automatic receipt of docket for follow up, such as automated e-mail with stipulated turn-around time (1 or 2 days).
- VIII. The agency should enclose a certificate stating that their agency has not been blacklisted by any Govt. Department / Organisation.
- IX. The envelope should be marked with Comprehensive Annual Maintenance Contract for Digital Multi-Functional Photocopiers and Photocopy machines (Technical Bid).

The tenders would be evaluated on the basis of detailed submitted as per the requirement listed above in the technical bid and tenders found suitable would be short listed and financial bids of only short listed agencies will be opened and considered.

### 3. BID DOCUMENTS:

- 3.1 Contents of Bid Documents: shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc., issued by NIB for the purpose.
- 3.2 **Pre-Bid Meeting:** Pre-Bid meeting will be held in NIB on 14.12.2017 at 11.00 hours in NIB Campus.
- 3.3 **Clarifications:** A prospective bidder requiring any clarification may seek clarifications regarding the tender documents during the pre-bid meeting in writing prior to the Pre-Bid meeting / during the Pre-Bid meeting.

The NIB, will respond any such requests received, before the submission of Bids and the same will be uploaded on the NIB website (<http://nib.gov.in>). Only written communication / clarification can be considered as valid.

- 3.4 Amendment to BID Document:
  - a) At any time prior to the deadline for the submission of Bids, NIB, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective bidders, modify the BID Document by an amendment.

- b) The said amendment in the form of the addendum / corrigendum will be made available on the NIB website (<http://nib.gov.in>) before submission of the bids. The uploading of the said amendments shall be binding of the bidders. The bidders are strongly advised to regularly visit the NIB website to ensure that they are aware of the amendments. The addendum(s) issued will form part of the BID Documents.
- c) In order to afford prospective bidders reasonable time for preparing their bids after taking into account such amendments, the NIB may, at its discretion, extend the deadline for the submission of Bids.
- d) The above information will only be placed on the NIB website and it will be the responsibility of the bidders to read.

#### 4. EARNEST MONEY DEPOSIT (EMD):

The tenderers are required to deposit Demand Draft of **Rs.10,000/-** (Rupees Ten thousand only) in favour of the “**National Institute of Biologicals**, payable at **Noida/ New Delhi** as Earnest Money Deposit (EMD) along with original tender document for this work. EMD will be returned to the unsuccessful tenderer after award of the contract. No interest shall be payable by the Institute on EMD. For the successful tenderer, EMD will be returned on acceptance of work order and deposit of Performance Security.

#### 5. SALE OF TENDER:

Non-transferable tender document containing terms, conditions and technical specification etc. can be obtained from the Accounts Section of this Institute on all working days at schedule date and time on a written request on the letter head of the firm and on payment of prescribed tender fee through crossed demand draft/pay order (non-refundable) in favour of **National Institute of Biologicals, payable at Noida/ New Delhi** towards its cost. Before buying the tender documents, bidder may see the document particularly Tender Procedure in their own interest.

The Tender document can be downloaded from the Institute website <http://nib.gov.in> as well as CPP Portal and Tender Fee can be deposited along with the Technical Bid.

**Tender/Bid received without tender fee is liable to be rejected.**

**6. FINANCIAL BID (Envelope No. 2)**

The Financial-Bid as per Performa given in the tender documents shall be photo copied and then price filled up and submitted in Envelope No -2, duly sealed superscript with name of tender. Any conditions given in the Financial Bid may cause rejection of Bid.

**7. SUBMISSION OF BIDS:**

The Envelop No. 1 & 2 shall be sealed separately and placed in a third Envelope which also shall be sealed and duly super scribed with the name of the tender.

Bids with all complete relevant documents must be addressed to **The Director, National Institute of Biologicals, A-32, Sector- 62 (Institutional Area), NOIDA-201309 (U.P)** not later than **1500 Hrs** on scheduled date.

**8. OPENING OF BIDS:**

Bid shall be opened in the office of this Institute at NIB, Noida, at the prescribed time in the presence of bidders or their representatives who may wish to be present on due date and time as mentioned in the tender document.

The technical bid (Envelop No. 1) shall be opened first. The Financial Bid (Envelop No. 2) will be opened only of those tenderer whose technical bid is found to be in order and for which they shall be intimated separately about date and time by E-mail/fax/ telephone.

The bidder who has not submitted the documents as per tender conditions, major deviations, proper EMD and experience certificate etc. **their tender may be treated as non responsive** and their Financial Bid (Envelop No. 2) shall not be opened.

The bidder shall be required to specifically quote rates of each category of items. In case the bidder has not offered their rates for any item listed in the Price Schedule, the bid should be treated as incomplete and summarily rejected.

The successful Company / firm will be intimated and contract agreement will be entered into initially for a period of one year. The preparation of the contract agreement with proper stamp paper etc. would be done by the bidder in consultation with Institute.

The Company / firms are required to submit their most competitive price offer in the format (**Financial Bid**) in concurrence with the list of items related to Digital Multi-Functional Photocopiers and Photocopy Machines etc.

**9. AWARD OF CONTRACT:**

NIB will award the contract to the successful bidder whose quotation has been determined to be substantially responsive and determined as the lowest evaluated tender/quotation, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

**10. PERIOD OF CONTRACT** - Initially one year, and can be extended on the existing rates, terms and conditions for another two years on the basis of satisfactory performance on year to year basis.

**11. SUBLETTING** -The contract shall not be assigned or sublet without the written approval of the Institute.

**12. RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:**

The Institute reserves the right to accept or reject any offer, and or to annul the bidding process and or reject all offers at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Institute's action.



13. Current valid certificate of registration including its annexures in case registered with SSI/NSIC etc. Terms & Conditions for MSME / NSIC: as per rules will be applicable.

**14. NOTIFICATION OF AWARD:**

Prior to the expiration of the validity, Institute will notify the successful firm in writing by speed post/ registered letter/ E-Mail or by fax, that his quotation has been accepted.

The notification of award will constitute the formation of the contract.

Upon furnishing of Performance Security by the successful bidder's, the Institute will promptly notify each unsuccessful bidder/s and will release their EMD.

**15. SIGNING OF CONTRACT:**

At the same time Institute notifies the successful bidder that his quotation has been accepted and Institute will send a work order to the bidder describing the works to be carried out and the same shall be returned duly acknowledged affirmatively by the bidder, as a token of acceptance and a contract agreement will be signed between both the parties.

**16. PERFORMANCE SECURITY:**

Within 21 days of receipt of work order from the Institute, the successful firm shall furnish the Performance Security of **Rs. 30,000/-** (Rupees Thirty Thousand only) in the form of Bank Guarantee (from any Nationalized/Schedule Bank) valid for 60 days beyond expiry of the contract/extended contract period, in the format as per **ANNEXURE- I** or in the form of Demand Draft/Pay Order in favour of **"National Institute of Biologicals" payable at "Noida/Delhi"**.

Failure of the Company / firm to comply with the requirement of contract shall constitute sufficient grounds for the annulment of the awards and forfeiture of the Performance Security, in which event the Institute may get done the work at the risk cost of the Company / firm.

## 17. SCOPE OF WORK:

The Institute is having canon make 14 Digital Multi-Functional (Colour and Black & White) Photocopiers and 03 Photocopy machines. The scope of work includes:

- a) Repairing of the Multi-Functional Photocopiers and Photocopy Machines as listed in Financial Bid.
- b) Frequently potential perishable consumables must be identified by the bidder in advance after award of work and the minimum quantity of stock to be maintained within the Institute (NIB) for all critical offices / locations.
- c) Providing of all the spare parts including hardware / software.
- d) Maintain all the machines and keep it functional 24 hours throughout the contract.
- e) Supply of genuine consumables like toner of good quality, fixing film and drum units, plastic parts like clips etc. The bidder may provide the list of items which are not covered under the maintenance contract at the time of bid.
- f) The service provider has to deliver the 02 (Two) sets of each toner/machine and 01 (One) set of drum unit/machine in advance during the maintenance contract for installation at NIB, Noida and maintain this inventory level for all emergency purposes. Reading will be maintained / provided by user department. In addition, perished stock to be replaced within 24 hours of complaint – for all non-critical locations.
- g) The service provider has to perform the Preventive Maintenance of each machine once in a month and submit its copy of Service Reports along with bill during claim of monthly payment.

The machines and photocopying papers would be provided by the Institute. The Institute reserves the right to increase or decrease the number of Digital Multi-Functional Photocopiers and Photocopy machines under maintenance contract as per the tendered rates, terms & conditions during the entire period of Comprehensive Annual Maintenance Contract.

## 18. TIME OF COMPLETION:

Care should be taken so that the machine does not lead to major breakdown and in case the any machine goes into fault, it should be rectified within the **48 hours of complaint registered**.

**19. PENALTY:**

If repair work is not being attended within given time schedule, a penalty @ Rs. 500/- per day per machine after the schedule time will be deducted from the bill.

**20. PAYMENT:**

No advance payment will be made under any circumstances. However, on successful completion of services for each month, payment will be released within **30 days** on receipt of the pre-receipt of bills (in duplicate) along with the supporting details for the work done. Taxes / TDS (as applicable) will be deducted from the bill.

**21. TERMINATION OF CONTRACT:**

21.1 The Institute may terminate the Contract in whole or part:

- a) If the company / firm fails to deliver any or all of the Services within the period(s) specified in the Contract Agreement or
- b) If the company / firm fails to perform any other obligation(s) under the Contract.

In such a case, the Performance Security submitted by the company / firm may be forfeited.

**22. RESOLUTION OF DISPUTE:**

22.1 All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by the Company / firm out of the panel of three persons nominated by the Director, National Institute of Biologicals, and his decision / award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. All disputes are subject to NOIDA/DELHI Jurisdiction only.

**23. FORCE MAJEURE:**

- 23.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 23.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Company / firm/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 23.3 If a Force Majeure situation arises, the Company / firm shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**24. VALIDITY OF OFFER:**

Validity of offer should be kept open for a period of not less than **four months** from the date of bid opening. If any bidder withdraw his tender before the said period shall without prejudice to any other right or remedy, NIB will be at liberty to forfeit the EMD absolutely.



# NATIONAL INSTITUTE OF BIOLOGICALS

**Plot No.A-32, Sector-62(Institutional Area), NOIDA-201 309(U.P)**

Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014

E-mail: [info@nib.gov.in](mailto:info@nib.gov.in) Website: <http://nib.gov.in>

**Tender Enquiry No. D.12-59/2017-NIB**

## **FINANCIAL BID**

**Name of Service:** Tender enquiry from Authorised Service Centre / Agency of M/s. Canon India Pvt. Ltd., for Comprehensive Annual Maintenance Contract for Digital Multi-Functional (Colour and Black & White) Photocopiers and Photocopy machines at NIB, Noida.

The tenderer should quote the rates for per page click. The charges should be inclusive of all taxes with total guarantee including repairing charges, all types of spare parts, consumables like toner, fixing film, drum units and overhead charges except plastic parts:

Sl. No.	Maintenance of Digital Multi-Function Photocopier / Photocopier Machine	Qty	A4 Size Rates (Black)	A3 Size Rates (Black)	A4 Size Rates (Color)	A3 Size Rates (Color)
1	IR ADV 3245 MFP S/N. DHN05830	01				
2.	IR ADV 4025 MFP S/N. HSC01631 S/N. HSC01624 S/N. HSC01625	03				
3.	IR ADV C2025 MFP (Color) S/N. GDN12548	01				
4.	IR ADV 4225 MFP S/N. QYX01232 S/N. QYX01745 S/N. RKX00973 S/N. RKX00977 S/N. RKX01004	05				
5.	IR ADV C2225 MFP (Color) S/N. RQP50035 S/N. RQP50039	02				
6.	IR ADV 4245 MFP S/N. RKZ00766	01				
7.	IR ADV C3330 MFP (Color) S/N. RJS00695	01				
8.	IR 1600 S/N. RSN28849	01				
9.	IR 2318L S/N. KQY04777	01				
10.	IR 2016J S/N. EQV07374	01				
	GST @ % _____					
	<b>Total Amount (Rs.)</b>					

**Signature of the Proprietor / Authorised Signatory:** \_\_\_\_\_

Name of the Authorised Signatory: \_\_\_\_\_

Name of the Agency: \_\_\_\_\_

Address of the Agency: \_\_\_\_\_

Telephone & Mobile No.: \_\_\_\_\_

E-mail Id of the Agency: \_\_\_\_\_

**Note:-**

- (a) Validity of Bid shall be **four months** from the last date of submission of the bid.
- (b) Taxes / duties not specified in Price-Bid will be treated as inclusive.
- (c) The bidders are strongly advised to go through the complete bid document, visit the site and participate in the Pre-Bid meeting to understand the scope of work before quoting their rates.
- (d) The rate (%) and amount of GST applicable should be mentioned very clearly and any vague terms, i.e., applicable as per rule etc. will not be entertained and it will be treated as inclusive.

*Date*-----

*Stamp of bidder with signature of authorized signatory*

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**  
(On stamp paper of appropriate value from any Nationalized Bank)

To,

**National Institute of Biologicals**  
A-32, Sector- 62, (Institutional Area),  
NOIDA-201 309 (U.P)

Dear Sir,

In consideration of National Institute of Biologicals (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to .....

..... (here in after referred to as the said Company / firm or Company / firm' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. .... In terms inter alias, of the NIB's Letter No. .... dated. .... and the General Conditions of Contract and upon the condition of the Company / firm's furnishing security for the performance of the Company / firm's obligations and discharge of the Company / firm's liability under in connection with the said contract up to a sum of Rs..... (Rupees..... Only) amounting to 10 % (Ten) percent of the total contract value.

1. We. .... (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the Company / firm to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. .... (Rupees.....only).
2. We ..... Bank further agree that The Employer shall be sole judge of and as to whether the said Company / firm has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account thereof and the decisions of The Employer that the said Company / firm has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Company / firm's obligations and liabilities hereunder or to vary the contract or the

work to be done there under vis-à-vis the Company / firm or to grant time or indulgence to the Company / firm or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Company / firm or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Company / firm but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Company / firm stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount started in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Company / firm or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Company / firm arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any tome anywise may have in relation to the Company / firm's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Company / firm before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the Company / firm shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Company / firm or the said Bank shall not discharge our liability hereunder.



11. We .....the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
  
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. .... (Rupees.....) and this guarantee shall remain in force till .....and unless a claim is made on us within 3 months from that date, that is before ..... all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.

Dated .....day of .....20 .

**For and on behalf of Bank.  
Issued Under Seal**