

# **SCHOOL OF PLANNING AND ARCHITECTURE, BHOPAL**

(An institution of national importance, Ministry of HRD, Govt. of India)

Neelbad Road, Bhauri, Bhopal - 462030



## **TENDER DOCUMENT**

for

### **Tender for providing round the clock security services at SPA Bhopal, Bhauri Bhopal**

School of Planning & Architecture Bhopal, Bhauri Campus  
Neelbad Road, Bhauri, Bhopal (M.P.) - 462030

Tel: 0755-2526800, 2526829  
Email: [storespurchase@spabhopal.ac.in](mailto:storespurchase@spabhopal.ac.in)  
Website: [www.spabhopal.ac.in](http://www.spabhopal.ac.in)

# School of Planning and Architecture, Bhopal

## NOTICE INVITING TENDER

School of Planning and Architecture, Bhopal, invites sealed tenders under **Two Bid system** from reputed organizations engaged in providing security services in different states.

Tender forms along with terms and conditions can be downloaded from the official website of SPA, BHOPAL [www.spabhopal.ac.in](http://www.spabhopal.ac.in)

Application for bid shall be accompanied by a Demand Draft/Banker's Cheque for ₹1000/- (Rupees One Thousand Only) drawn on any Nationalized Bank in favour of Director, School of Planning and Architecture, Bhopal towards cost of the tender form and DD of ₹500000/- towards EMD. Tender is invited in two parts, i.e. (1) Technical bid and (2) Financial bid.

Date of publication of Tender	07 <sup>th</sup> April 2017
Cost of Tender Document	₹1000/- in form of DD (non refundable) in favour of 'Director ,SPA, Bhopal'
Earnest Money Deposit (EMD) (Non interest bearing)	₹500000/- (Five lacs only) in form of DD in favour of 'Director ,SPA, Bhopal' to be submitted along with Application
Last Date & Time for submission of Bid	27 <sup>th</sup> April 2017 upto 17:00 hrs.
Date & Time of Pre-bid meeting	17 <sup>th</sup> April 2017 @ 15:00hrs at Conference Room, Senate Block, SPA Bhopal, Neelbad Road, Bhauri Bhopal (M.P.)
Date & Time of opening of Tender (Technical Bid only)	28 <sup>th</sup> April 2017 @ 10:30 hrs
Date & Time of opening of Tender (Financial Bid)	Will be intimated to bidders who will qualify in Technical Bid
Addressed for submission of tender	The Registrar, School of Planning & Architecture Bhopal, Neelbad Road, Bhauri, Bhopal (M.P.) - 462030, India

**The Institute reserves the right to award the contract for Security Services either to a single party or to multiple parties.**

Sd/-

**NOTICE INVITING TENDER FOR  
SECURITY CONTRACT**

School of Planning and Architecture, Bhopal, invites sealed offers from reputed organizations engaged in the business of providing Security and fulfill eligibility criteria given below to provide such services in the School of Planning and Architecture, Bhopal at its Bhauri Campus for the period of one year (extendable up to 3 years on the same terms and conditions, on mutual consent and satisfactory performance).

**1. Essential Prequalification Criteria (Documentary proof to be submitted)**

- i) Registration under the Private Security Agency (Regulation) Act, 2005, for providing security services.
- ii) A solvency certificate from the banker for an amount of Rs. 20 lakhs.
- iii) Registration under EPF, ESI, Ex Serviceman, Labour commissioner Service Tax and Professional Tax.
- iv) Should have contracts/Regional Offices/Branch Office in at least 5 (five) states of the nation.
- v) Tenderer should have provided contractual security continuously during preceding five years (from 1.1.2012 to 31.12.2016) in reputed organizations.
- vi) Tenderer should have a minimum number of 2500 security personnel on its payrolls on the date of application. A certificate from an authorized officer to this effect should be provided by the tenderer alongwith the tender document.
- vii) Organized physical and classroom training arrangements for security personnel with clear recruitment policies.
- viii) Should have at three running contracts (from April 2016 to March 2017), providing security services of annual value of Rs. 3.00 crore (Rs. 1 crore for each contract).
- ix) Annual turn-over of the company should be Rs. 5 crores including Rs. 1 crore for security services for the preceding 3 financial years viz. 2013-14, 2014-15 & 2015-16.
- x) Capability to provide vehicles for security patrol and licensed radio/ wireless equipment for communication.
- xi) Experience in providing similar services in minimum one reputed organization.
- xii) Proposals of partnership firms will not be considered.
- xiii) The contractor must have license under Contract Labour (Regulation & Abolition) Act, 1970.

## Instructions to Bidders

1. Tender is invited in two Bid System, i.e. **(1) Technical bid** and **(2) Financial bid**. The tender form for Technical bid in the proforma prescribed in Annexure-I along with fully signed & sealed tender document and the tender form for the financial bid in the proforma prescribed in Annexure-II, complete in all respects, shall be submitted to the office of the Registrar addressed to The Registrar School of Planning and Architecture Bhopal, Neelbad Road ,Bhauri, Bhopal- 462030 till 5.00 p.m. on 27<sup>th</sup> April 2017.
2. The tenderer shall **sign and stamp each page** of this tender document as token of having read and understood the terms and conditions contained herein and submit the same along with the Technical bid. The tenderer would fill up the information in the Annexure-I & II enclosed at the end of the document in clear and legible terms.
3. Annexure also have to be signed and stamped by the concern through its authorized signatory. Wherever, the prices are to be quoted shall be written in figures and words. The tender forms shall be rejected if it is not complete in any aspect.
4. The two sealed covers may be superscripted with **“Technical Bid – Tender for round the clock security services at SPA Bhopal, Bhauri, Bhopal”**. and **“Financial Bid – Tender for round the clock security services at SPA Bhopal, Bhauri, Bhopal**, respectively. The two sealed envelope along with Tender fees & EMD must be kept in one outer envelope superscripted with **"Tender for round the clock security services at SPA Bhopal, Bhauri, Bhopal."**
5. Tender shall be opened by the Committee constituted for the purpose on **27<sup>th</sup> April 2017 at 10:30 Hrs.** in the presence of bidders or their representatives present. Incomplete bids shall be rejected. The valid Technical bids shall be scrutinized by the School to shortlist the eligible bidders. Application without tender application processing fee, Earnest Money Deposit (EMD) & without required documents shall be rejected. Financial bid shall be opened only of technically qualified bidders as per eligibility criteria. The date & Time of opening of financial bid shall be informed separately to the qualified bidders. Tenders received after the due Date & Time will be summarily rejected.
6. **Earnest Money Deposit of ₹500000/-** (Rupees Five lacs. only) and cost of the application form of **₹1000/-** (Rupees One Thousand Only) per application in the form of two separate Demand Drafts/Banker's Cheque of Nationalised Bank drawn in favour of "Director SPA Bhopal", shall be kept in outer envelope superscribed "EMD & Tender Fee".
7. Applications without Earnest Money Deposit and cost of the application form shall be summarily rejected.

8. EMD shall be forfeited in case the eligible bidder withdraws or the details furnished in Annexure-I & II are found to be incorrect or false during the tender selection process. The successful bidder of the contract has to submit a **Performance Guarantee either by way of Fixed Deposit receipt or Bank Guarantee equal to 10 % of the annual contract value/Bid amount (inclusive of taxes) rounded to nearest multiple of ₹1000 (Rupees one thousand)** within three days from the Date of awarding the contract.
9. The tenderer are advised to visit/inspect the area/site under consideration for providing Security at his/their cost & obtain all the information that may be necessary for participating in the tender & entering into a contract. It shall be responsibilities of each tendrer to fully be infirmed/acquainted/familiarized and factors which may have effect on the execution of contract. Tenderers are required to obtain prior appointment from school for such inspection. Any clarification in this regard may be sought from the Registrar Office.

Sd/-  
(REGISTRAR)

## Terms & Conditions for Providing security services at SPA Bhopal

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in the Institute. The institute shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at the institute. The Institute shall have the option to remit the wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc., at any time, on behalf of the agency, relating to the personnel deployed by the Agency in the Institute, should any situation/dispute arise.
2. The Agency shall be fully responsible monthly payment of wages not below the minimum wages prescribed and revised from time to time by the Govt. of India (Central Govt.) (Ministry of Labour & Employment etc.,) and any other dues to the personnel deployed by them in the institute". All payments to staff are to be disbursed through **individual bank accounts of the employees** and copy of payment disbursement made through bank must be submitted with the bill duly certified by the concerned bank.
3. The contract shall be awarded initially for one year only and it can be further extended up to 02 more years subject to satisfactory performance by the vendor.
4. The payment to the agency will be made on reimbursement basis each month within 15 days of submission of bill. The bill must be accompanied with copies of disbursement of salary to individual Bank accounts, ESIC & EPF Challan of all security personnel, salary sheet (showing complete salary details).
5. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at "institute". The institute" shall have no liability in this regard.
6. Any violation of instruction/agreement of suppression of facts will attract cancellation of agreement without any reference or any notice period.
7. The contract can be terminated by giving Two months notice on either side without assigning any reason. The institute will not pay any compensation in the event of such termination/cancelation. The institute also reserves the right to terminate the contract partially or may alter the requirements at any point of time during the subsistence of the contract.
8. In case of non-compliance with the contract terms the institute reserves its right to:
  - a) Cancel/revoke the contract, and/or
  - b) Impose penalty up to 10% of the total annual value of contract.
9. Performance Guarantee (Security deposit) equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of

FDR or a Bank Guarantee in favour of “Director SPA Bhopal” from a scheduled bank shall be furnished at the time of signing of the Agreement.

10. The personnel provided by the Agency will not claim to become the employees of the institute and there will be no Employee and Employer relationship between the personnel engaged by the Agency and the institute. The agency shall supervise and control the staff employed by it.
11. There would be no increase in rates / Service Charges payable to the Agency other than those specifically stated during the contract period except reimbursement of the statutory wages revised by the Central Govt.
12. The Agency shall be fully responsible monthly payment of wages not below with the minimum wages prescribed and revised from time to time by the Govt. of India (Central Govt.) (Ministry of Labour & Employment etc.,) and any other dues to the personnel deployed by them in the institute”. **All payments to staff are to be disbursed through the bank account.**
13. The Security Agency personnel should be smart and properly turned out with uniform/boots /shoes, belt, caps, badge, whistle, lamp, torch etc., and **carry an identity card duly attested by the Officer of Security Agency.** A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc. the Security Agency shall provide proper uniform (shoes, caps, canes / stick etc.) to **every personnel deployed by them in the Institute Campus at their own costs and expenses.**
14. The minimum qualification for security guard is at least 12th / intermediate pass. The agency will have to submit documentary proof for the same before deployment.
15. The agency will provide uniform to the guards which consist of 02 pants, 02 shirts,02 caps, 02 pair of shoes, 01 belt, 01 jacket (winter), 01 raincoat etc per guard each year and submit a proof of the same to the institute.
16. The successful bidder should have to sign an agreement with the institute on Non-Judicial stamp paper after awarding the work.

## Scope of Work and Security Parameters

1. Providing security to the property of SPA, Bhopal round the clock on all days (at one each point 3 person @ 8 hours each day). Additional guards need to be recruited to provide weekly off on relieving basis.
2. Freedom of the campus from cattle, tree poachers and other unwanted elements.
3. Prevention of loss of the Institute and private property by thefts, burglaries, dacoities etc.
4. Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors. Providing protection to everyone; considering liberal and open culture among residents.
5. A proper record is to be maintained by the guards for the visitors and regular inventory of the office assets.
6. Smooth conduct of functions, conferences, dignitaries' visits, cultural events.
7. Switching on and off common lights (morning/evening) & electricity meter reading every day (opening & closing)
8. Surprise visits will have to be made by the agency during duty hours.
9. Guards should be well behaved and dressed properly while on duty. They must be equipped with torches (during night), gum boots, truncheon (lathi), uniform etc. There must be a supervisor (one person each shift 3 person @ 8 hours each day) to supervise all the guards. He will continuous visit the campus (must have a vehicle (two or four wheeler)). The campus is having its periphery within a kilometer.
10. The guards will put their attendance on daily basis for each shift duty.
11. The Security parameters will there have been:
  1. Theft related.
  2. Patrolling related
  3. Discipline
  4. General
  5. Fire Fighting
12. Protection of the Personnel & Property (Institute as well as residents) as e.g., when assigned in transit (cash & documents), trespass in the assigned area and against Institute Procedures & Rules, Willful Harm, Deploying fail-safe preventive security measures, providing early warning & mobilizing trouble shooting elements of the Institute.
14. Security Audit/Surveys/Investigations/Consultancy.



15. Training of Security Guards by own as per PSACMR 2006 (PSARA 2005). There should be provision for both physical and classroom training for guards on monthly basis by the agency or through some outside agency.

16. Adherence to the Standard Operating Procedures given by the Security Officer which may be modified from time to time depending on situation.

17. Any other contingency & situation arising out of protecting Property & Personnel (Institute as well as residents) assigned by the Security Officer.

18. A penalty system will be in operation under which operational failures, depending on type and frequency, will entail penalties. The liability of Security Agency will not only be in terms of these penalties but also to the extent of the recommendations of the Joint Enquiry.

19. Any other work, which can be added to the list of duties also.

## Penalty in ₹

### 1. Dacoity

Forced armed entry within any campus area, resulting in looting of the place and/or injury to limb/ life or both. THIS WILL ENTAIL IMMEDIATE TERMINATION OF THE CONTRACT.

### 2. Thefts

Sl. No	Type to Instance	Penalty in ₹ Per instance
1.	Major break in an official/residential premises and theft of goods that need some form of transportation, besides issuing Censure certificate etc.	25,000/-
2.	Major break in a premises and theft of goods that do not need transportation	20,000/-
3.	Lock breaking of a premises and theft of goods that need some form of transportation	15,000/-
4.	Lock breaking of a premises and theft of goods that do not need Transportation	10,000/-
5.	Lock opening of a premises and theft of goods that need some form of transportation	5,000/-
6.	Lock opening of premises and theft of goods that do not need Transportation	4,000/-
7.	Lock breaking/opening without any theft	3,000/-
8.	Theft of one bicycle	1,000/-
9.	Theft of <b>one</b> scooter/ motorcycle	5,000/-
10.	Theft of a car	20,000/-

### 3. Patrolling

Sl. No	Type to Instance	Penalty in ₹ Per instance
1.	Molestation case, single person involvement.	5,000/-
2.	Molestation case where a group of miscreants is involved	10,000/-
3.	Eve teasing case where group of miscreants is involved	2,000/-
4.	Molestation / eve teasing / chain snatching case where helps take more than 7 minutes to arrive after reporting.	5,000/-
5.	Rowdiness/rioting on the campus	5,000/-
6.	Patrolling vehicle out of order for more than 1day	5,000/-
7.	Patrolling more than two bicycles out of order for more than a day	500/-
8.	Major break in of an official/residential premises and theft of goods that need some form of transportation	25,000/-
9.	Strength deployment non-relative to the deployment chart	10,000/-
10.	Strength short fall by more than 10% on any given day	10,000/-

#### 4. Discipline

Sl. No	Type to Instance	Penalty in ₹ Per instance
1.	Rude and unpleasant behavior of security personnel with campus resident (for each incident)	1,000/-
2.	Non-compliance with instructions/orders	5,000/-
3.	Failure in drill test/random call	1,000/-
4.	Recruiting personnel residents of a place located within 100 km from the Institute (for each day after recruitment/deployment)	5,000/-
5.	Recruiting untrained/deploying illiterate personnel and/or recruiting/deploying personnel of more than 40 yrs, except in case of supervisory staff & above (for each day after recruitment/of deployment for each grade)	1,000/-
6.	Breach/violation of contractual conditions (for each act of commission/omission) not covered in any of the above columns	5,000/-

**As per decision of the SAEC depending on the level of breach**

#### 5. General Nature

Sl. No	Type to Instance	Penalty in ₹ Per instance
1.	Lack of cattle control in the academic area	500/-
2.	Lack of cattle & monkeys menace control in residential area	500/-
3.	Lack of cattle & monkeys menace control in campus thorough fares	500/-
4.	Presence of unwanted elements on the campus	1,000/-
5.	Rash driving on campus.	500/-
6.	Entry of unauthorized vehicle on the campus	500/-

**6. Compounding:** Repeated complaint of the same type (more than 4 times in any given month) will entail a multiplication factor of 4 on the amount.

**7. Reward:** Concerned person shall be rewarded individually for the commendable job and extraordinary integrity and courage shown while performing the duty, as per the decision of the Security Advisory & Executive Committee (SAEC) of SPA, Bhopal.

#### 8. General Mechanism:

**(A)** The net of Penalty/reward bonus will be finalized by Security Advisory & Executive Committee (SAEC) once in a month during client co-ordination meeting to be held in the first week of every month and the penalty amount will be deducted from the bill due in next month. No cash reward will be due and payable to Security Agency.

**(B) Joint Enquiry** the Institute will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The joint enquiry committee shall be constituted by SPA, Bhopal which will be inclusive of one person from the security agency deployed at Bhopal.

**TECHNICAL BID DOCUMENT**

1. Name of the concern:
2. Address of the concern  
(with Tel. No., Fax & e-mail):
3. Name & address of the  
Partners/directors (with Mob.No.):
4. Contact person(s) (with Mob. No.) :
5. No. of year of experience in  
providing such/similar services:
6. List of clientele\* along with certificate:  
of appreciation from two important  
clients (preferably Govt. or PSUs)

In following format

S. No	Name of Organization with Complete address and telephone numbers to whom services provided in last 3 years.	From	To	Contracted Amount ( ₹Per month)	Reason for Termination

- Please provide soft copy also for above information

**Furnish three clients each for category quoted (Security)**

7. Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:
  - a) Is the establishment registered with the Government, Please give details with document/evidence.
  - b) Do you have labour license. Please provide details and attach a copy. License to keep armed guards and license for guns/shots should also be enclosed.
  - c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in SPAB.
9. List of Govt./PSU clientele (if not : covered in 7 above)
10. PAN Number:

11. VAT Number/Professional Tax No.:
12. Trade License No.:  
(Please attach copy)
13. Service Tax Registration No. :
14. Total Service Tax remitted in  
F.Y.2013-2014, 2014-15 & 2015-16  
(enclose copy of service tax return)
15. Turnover of the business in :  
F.Y.2013-2014, 2014-15 & 2015-16  
(Attach certified copies of Balance Sheet)
16. Please provide  
EPF No:  
ESI Code:  
Gratuity Act Regn.No.  
Labour License / Registration no.
18. Details of the DD/Pay Order :-

Amount	₹ 1000/- (One thousand Only) Cost Of tender Doc.	Amount	₹ 500000/- (Five lacs. Only) For EMD)
DD/PO No.:		DD/PO No.:	
Date:		Date:	
Drawn on:		Drawn on:	

### **DECLARATION**

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the School in future.

I hereby further is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of Tenderer with seal)**

**Name:**

**Seal:**

**Address:**

**Phone No. (O):**

**Date:**

- Details in respect of government and non-government organizations may be provided in separate annexure accompanying this Technical bid.
- The selected agency will be required to enter an agreement with the institute, the draft of which can be seen from the office record.

**FINANCIAL BID DOCUMENT**

1. Name of the concern:
2. Address of the concern  
(with Tel. No., Fax & e-mail):
3. Name & address of the Partners/  
Directors (with Mob. No.) and their PAN No.:
4. Contact person(s) (with Mob. No.) :
5. Total Bid amount  
(Exclusive of Service Tax):

**A- SECURITY SERVICES AND PAYMENT OF WAGES**

S. No.	Category	Number	Payment of wages/ESIC/EPF
1.	Security Officer (ex service man-Defense)	01	Wages as per GOI norms
2.	Security Supervisor (Male) Shift wise- ex service man-Defense )	03	
3.	Armed Guards (Male) Preferably Ex servicemen	01	Payment restricted to minimum wages as notified by the GOI. (employment of watch & ward)
4.	Security Guard (Male) Preferably Ex-serviceman	41	
5.	Security Guards (Female)	04	
6.	ESIC/EPF (Employer)		AS per GOI Norms

## **B- SERVICE CHARGES**

<b>Sl. No.</b>	<b>Category</b>	<b>Monthly Rate (% age of total wage bill + ESIC/EPF)</b>
1.	Charges: Providing Uniform	
2.	Charges: Training, Secretarial Assistance, Transport etc.	
3.	Charges: Others (if any- specify)	
4.	Service Tax (if any)	
5.	Service Charges	
6.	Total Service Charges (Aggregate of S.No. 1 to 5 above)	
	<b>Grand Total</b>	

### Important Notes:

1. If tenderer quotes NIL service charges/charges/consideration, the bid shall be treated as unresponsive as per Govt. of India norms
2. The Lowest financial bidder will be decided on the basis of Total Service charge (aggregate of S.No. 1 to 5 above) quoted.
3. Service charges should include all costs such as police verification charges of all security personnel, training charges etc.
4. These are only estimated requirements mentioned herein for giving an idea of the extent of resources and quantum of work involved and do not necessarily indicate the actual requirements. Actual requirements may increase or decrease periodically which will be communicated in writing.
5. Break-up of the rate may also be provided along with the copy of the Govt. of India order on Minimum Wages to facilitate revision of rate whenever Minimum wages are revised by the Govt.
6. The Guard employed with arms should have valid arms License.

### DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the School of Planning and Architecture, Bhopal in future.

(Signature of Authorized Signatory with date)



## Proforma towards Performance Security

Ref. No. \_\_\_\_\_

Bank Guarantee No \_\_\_\_\_

Dated \_\_\_\_\_

To

**School of Planning & Architecture Bhopal**

Dear Sirs,

1. In consideration of **School of Planning & Architecture Bhopal**, \_\_\_\_\_ (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and SPA Bhopal having agreed that the Contractor shall furnish to SPA Bhopal a performance guarantee for Indian Rupees..... for the faithful performance of the entire contract.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./- \_\_\_\_\_ (in figures) [Indian Rupees/- (in words) \_\_\_\_\_] without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by SPA Bhopal on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by SPA Bhopal in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that SPA Bhopal at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that SPA Bhopal may have in relation to the Contractor's liabilities.

4. The Bank further agrees that SPA Bhopal 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 contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in SPA Bhopal 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 SPA Bhopal or any indulgence by SPA Bhopal to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of SPA Bhopal under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till SPA Bhopal discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of SPA Bhopal or that of the Contractor.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) \_\_\_\_\_ [Indian Rupees/- (in words) \_\_\_\_\_] and our guarantee shall remain in force until \_\_\_\_\_. In case of any extension of contract, Performance Guarantee will be suitably extended.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of SPA Bhopal under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of SPA Bhopal under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this..... day of ..... 20 at .....

WITNESS NO. 1

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(Signature)  
Full name and official  
address (in legible letters)

-----

(Signature)  
Full name and official  
address (in legible letters)

WITNESS NO. 2

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(Signature)  
Full name and official  
address (in legible letters)