

Tender for Providing chemical earthing for various departments & facilities at AIIMS Jodhpur.

N.I.T. No.	AIIMS-JDH/EE/ELECT/2023-24/06
NIT Issue Date	16 nd August, 2023
Last Date of Online Submission of tender	30 th August, 2023 upto 03:00 PM
Technical Bid Opening	31 st August, 2023

Tender Document may be downloaded from following websites
www.aiimsjodhpur.ac.in, <http://eprocare.gov.in>, tenders.gov.in



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342005, Rajasthan

Telephone: 0291- 2740741, Ext. No. 3184 email: saxenap@aiimsjodhpur.edu.in
www.aiimsjodhpur.edu.in

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Executive Engineer (E)
AIIMS, Jodhpur

NOTICE INVITING TENDER

S. No.	Particular	Remarks
1.	Name of work	Providing chemical earthing for various departments & facilities at AIIMS Jodhpur.
2.	Tender No.	AIIMS-JDH/EE/ELECT/2023-24/06
3.	Contract period	30 days
4.	Estimated Cost	₹. 3,58,500.00
5.	Earnest Money Deposit	₹. 7,170.00
6.	Tender documents	Download from following websites- www.aiimsjodhpur.edu.in http://eprocure.gov.in
7.	Last date and time of online submission of tender	30 th August, 2023 upto 3.00 pm
8.	Date of online technical bid opening	31 st August, 2023

❖ **Bidders may please read carefully the notes given with the tender Notice.**

Executive Engineer (E)
AIIMS, Jodhpur.

Definitions:

- (i) "Client" means The Executive Director, AIIMS- Jodhpur.
- (ii) "Institute" means All India Institute of Medical Sciences, Jodhpur
- (iii) "Engineer-In-Charge" means Executive Engineer (Electrical), AIIMS- Jodhpur.
- (iv) "Contractor / service provider / bidder" means the individual or the firm providing operation and maintenance services incorporated in the contract
- (v) "e-Tender" means Tender received from a Firm / Tenderer / Bidder.
- (vi) "e-Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (vii) "Goods" means the articles, material, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the contractor is required to be installed under the contract.
- (viii) "Work" means Providing chemical earthing for various departments & facilities at AIIMS Jodhpur.
- (ix) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (x) "Contract" means the written agreement entered into between the Client and/or Contractor/ together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (xi) "Performance Guarantee or PG" means monetary or financial guarantee to be furnished by the successful tenderer for due Performance of the contract placed on it.
- (xii) "Security Deposit" means the amount deducted from the respective bills for works.
- (xiii) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xiv) "Inspection" means activities such as measuring, examining, testing of the product or service and comparing the same with the specified requirement to determine conformity.
- (xv) "Day" means calendar day.

Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "EMD" means Earnest Money Deposit
- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract
- (vi) "TS" means Technical Specifications
- (vii) "NSIC" means National Small Industries Corporation
- (viii) "LSI" means Large Scale Industry
- (ix) "SSI" means Small Scale Industry
- (x) "PBG" means Performance Bank Guarantee
- (xi) "GST" means Goods and Services Tax
- (xii) "FOR" means Free on Rail
- (xiii) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xiv) "EOT" means Extension of Time

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites **Item rate** Online bids in two bid system for the works pertains to **Providing chemical earthing for various department facilities at AIIMS Jodhpur.**

Instructions for the Bidder/ the service provider: -

1. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**

2. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.

3. **Bidder/Service Providers are advised to follow the instructions provided in the 'Instructions to the service providers/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.**

Bid documents may be scanned with 100 dpi with black and white **option** which helps in reducing size of the scanned document.

4. **Criteria of Eligibility:**

The contractor who fulfils the following requirements shall be eligible to apply, Joint ventures are not accepted:

Three similar works each of value not less than 40% of the estimated cost put to Tender or Two similar works each of value not less than 60% of the estimated cost put to Tender or One similar works each of value not less than 80% of the estimated cost put to Tender within last 07 years **up to July-2023.**

Note: Completion certificate (along with documents of work done) has to be attached.

"Similar works means Electrification works that includes chemical earthing works."

5. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of previous month in which bids are received.

6. Performance guarantee equal to 3% of the contract value is required to be submitted within **07 days** from the date of issue of notification of award. The same shall be valid for **180 days**.

7. An amount equals to 5% of amount billed shall be withhold being Security from the GST bills and released only after successful completion of works as per specifications/ norms.

8. **Turnover:** Average annual financial turn over should be at least **50%** of the estimated cost during the immediate last **3 Consecutive Financial Years**.

9. Earnest Money Deposit: The EMD @ **₹. 7,170.00 (Rupees Seven Thousand One Hundred Seventy Only)** shall be deposited in favor of "All India Institute of Medical Sciences, Jodhpur", Payable at Jodhpur, the same will be allowed with validity up to 180 days and of any Scheduled Bank.

- The Firms registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / OR Small-Scale Industries (SSI) are exempted to submit the EMD only (Copy of registration must be provided along with technical bid). **No other relaxation shall be allowed.**
- The EMD of the unsuccessful Bidders shall be refunded by after finalization of the tender.
- The EMD of L1 bidder will be released only after receipt of Performance guarantee by the L1 bidder.
- **No interest will be payable by AIIMS, Jodhpur on the EMD.**
- The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before the last date of submission of bid. The bid submitted without EMD will be summarily rejected

10. Submission of Tender:

The tender shall be submitted online only in two parts, viz. Technical Bid and Financial Bid on CPP portal. The Tender Acceptance Certificate must be signed and submitted along with the documents before uploading.

- ✓ *The offers submitted by e-mail shall not be considered. No correspondence will be entertained in this matter.*

11. Tender documents:

I. Technical Bid:

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- a) Similar works Completion certificate (along with documents of work done) from Client Departments (Ref. Clause-4: Criteria of eligibility)
- b) Proof of EMD submitted or exemption under MSME registration.
- c) Copy of Income Tax Return Acknowledgement for last Three consecutive financial years.
- d) Certificate of Financial Turn over: At the time of submission of bid contractor should upload Certificate from CA mentioning Financial Turnover of last 3 consecutive financial years.
- e) Copy of PAN Card.
- f) Copy of GST Registration.
- g) Certificates as per Annexure-I to VI.

II. Financial Bid

- a) Price bid Form [As per Annexure-VIII duly filled and signed] – Price must be quoted as per format specified; failing which tender shall be summarily rejected.

Executive Engineer (E)
AIIMS, Jodhpur.

GENERAL CONDITIONS OF CONTRACT**CLAUSE 1****Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for its proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in performa of Schedule from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in performa of schedule on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Performance Guarantee by any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

CLAUSE 2**Compensation for delay**

- (i) If the contractor fails to complete the work within stipulated time of completion or approved extension of time and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the client on account of such breach a compensation for delay of work @ 0.5 % per week of delay to be computed on per day basis but shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.
- (ii) Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
 - a) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
 - b) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
 - c) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
 - d) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and

does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

- e) If the contractor had secured the contract with the institute as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- f) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

CLAUSE- 3

Measurements of Work Done: -

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book so that a complete record is obtained of all works performed under the contract.

All measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative after the completion of work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording of earthing values.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed. Otherwise, the same shall be deducted from the final bill or PG or SD.

CLAUSE- 4

Payment-

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the authorized representative of Engineer-In-charge to the effect that the work has been completed. The payment may be made after 100% completion of work and recording of earthing value.

CLAUSE- 5

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Performa of schedule or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or

permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE- 6

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if required by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-In-Charge or his authorized representative(s) shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

CLAUSE- 7

Deviation/Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows

In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

A. For Project and original works:

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate

Deviation, Substituted Items, Pricing

For Project and original works:

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation, Deviated Quantities, Pricing

For Project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in peforma of schedule, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

A. For Project and original works:

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in peforma of schedule, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

Any operation incidental to or necessarily has to be in contemplation of tenderer while filing. Tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE- 8**Foreclosure of contract due to Abandonment or Reduction in Scope of Work**

If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon reduce the scope of the works for any reason whatsoever and hence not require the whole any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing that effect to the contractor and the contractor shall act accordingly in the matter shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

Clause- 9**Carrying out part work at risk & cost of contractor**

If contractor:

At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be

incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE- 10

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineering-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor.

CLAUSE- 11

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer-in-Charge in writing for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Engineer-in-Charge fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Engineer-in-Charge, the contractor may, within 15 days of the receipt of Engineer-in-Charge decision, appeal to the Director AIIMS, Jodhpur who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director AIIMS, Jodhpur shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Director AIIMS, Jodhpur the contractor may within 30 days from the receipt of the Director AIIMS, Jodhpur decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Director AIIMS, Jodhpur .The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as

indicated in performa of schedule. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director AIIMS, Jodhpur for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director AIIMS, Jodhpur, in charge of the work. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director AIIMS, Jodhpur of the appeal.

It is also a term of this contract that no person, other than a person appointed by such Director AIIMS, Jodhpur, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE- 12

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications / CPWD specifications. In case there are no such specifications in Bureau of Indian Standards Specifications / CPWD specifications, the work shall be carried out as per manufacturers' specifications, if not available then as per any of the government specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE- 13**Withholding and lien in respect of sum due from contractor**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineering- Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise

CLAUSE- 14**Levy/Taxes payable by Contractor**

GST shall be paid to the contractor on actual basis after submission of GST invoice. Any other taxes or duties shall be borne by the contractor only and it will not be entertained by AIIMS-Jodhpur.

CLAUSE- 15**If relative working in AIIMS, Jodhpur then the contractor not allowed to tender.**

The contractor shall not be permitted to tender for works in the AIIMS, Jodhpur (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the AIIMS, Jodhpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If, however the contractor is registered in any other department, he shall be debarred from tendering in AIIMS, Jodhpur for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE- 16**Compensation during warlike / lockdown situations**

The work (whether fully completed or not) and all materials, machines, tools & plants and other things connected therewith shall be at the risk of the contractor until the work has been delivered

to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for.

CLAUSE- 17**Return of security deposit**

The security deposit @5% of billing amount will be deducted / withhold from the contractor's bill/s. The SD will only be refunded to the contractor after completion of the work in all respect as per all the clauses of GCC and release of Performance Guarantee as per the decision of the Executive Director, AIIMS- Jodhpur.

CLAUSE 18**Miscellaneous**

- a) Safety Regulations: Contractor shall be fully responsible for the safety of his Employees/ Visitors/ Contract Labour/Sub- Contractors Labour.
- b) Labour Laws: The Contractor shall strictly adhere to all labour laws and labour legislation.
- c) The contractor shall co-operate with other agencies in the same project, compare plans, specifications and the time schedules and so arrange his work that there will no interference..
- d) However, the Contractor shall afford necessary facilities to execute the work simultaneously with other agencies executing the works for the same project. AIIMS- Jodhpur shall entertain no claim on this account.
- e) The Executive Director, AIIMS-Jodhpur, reserve the right to accept or reject any or all the bidders without assigning any reasons, no bidder shall have any cause of action or claim against the AIIMS-Jodhpur for rejection of his bids.

Executive Engineer (E)
AIIMS, Jodhpur.

PROFORMA OF SCHEDULES**SCHEDULE 'A'**

Schedule of quantities (Enclosed)

SCHEDULE 'B'

Reference to General Conditions of contract

**General Conditions of Contracts
2020 (amended up to date)****NAME OF WORK: PROVIDING CHEMICAL EARTHING FOR VARIOUS DEPARTMENTS &
FACILITIES AT AIIMS JODHPUR.**

1. **Estimated cost of work** : ₹. 3,58,500.00
2. Performance Guarantee : 3 % of contract value.
3. Security deposit : 5% of respective bill/s

SCHEDULE 'C'**General Rules & Directions****Definitions:**

- i. Officer inviting tender **Executive Engineer (Electrical), AIIMS- Jodhpur**
- ii. Engineer-in-Charge **Executive Engineer (Electrical), AIIMS- Jodhpur**
- iii. Accepting Authority **The Executive Director, AIIMS- Jodhpur**
- iv. Standard Schedule of Rates rates DSR-2018, 2022 & prevailing market
- v. Standard CPWD contract Form GCC 2014 CPWD form 7/8 **Modified & Corrected up to date**
- vi. Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 07 days
- vii. Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period (provided in i) above 03 days
- viii. Authority for fixing compensation under Clause 2 **The Executive Director, AIIMS- Jodhpur**
- ix. **Extension of time:**
- a) Within stipulated Date of Completion Engineer in Charge, AIIMS- Jodhpur
- b) Beyond stipulated Date of Completion The Executive Director, AIIMS- Jodhpur

- | | | |
|--------------|--|--|
| c) | Shifting of date of start in case of delay Jodhpur in handing over of site | The Executive Director, AIIMS- |
| x. | Specification to be followed for Specifications for Works with up to date correction slips till last date of submission of tender. | Bureau of Indian Standards / CPWD |
| xi. | Deviation limit beyond which deviation / variation clauses shall apply for work amount..... |1.5 times of tendered |
| xii. | List of mandatory machinery tools & plants to be directions deployed by the contractor -at site: | As per work requirement and directions of Engineer -in-Charge. |
| xiii. | Constitution of Dispute Redressal Committee (DRC): | DRC shall constitute One Chairman and Two Members |

Executive Engineer (E)
AIIMS, Jodhpur

TECHNICAL SPECIFICATIONS

S. No.	Description of Item	Unit	Qty.
1.	Providing & fixing 4mm dia. Copper wire on surface or in recess for loop earthing alongwith existing surface / recess conduit / sub-main wiring / cable / ground as required.	meter	1,500.00
2.	Providing & fixing of chemical Gel earthing system of Dual Pipe Technology made of "B" Class GI Pipe-1) Medium duty of following sizes as per points mentioned (a),(b),(c),(d) below :- (a) filled with anti-corrosive conductive compounds with the permanent sealing at both the ends, CPRI/ERDA tested with RMS capacity of minimum 35-40KA for withstanding 1 second 25kg for 2000mm & 50Kgs for 3000mm of resistance lowering earth enhancement material shall be used as a backfill compound. The compound shall be tested form NABL accredited lab & high conductivity in nature with carbon as a major content. (b) Heavy duty weather proof poly-propylene earth pit chamber of size: Top Dia. 225to260mm, Bottom Dia. 300to350mm. and Height 250 to 300 mm. (c) Testing of earth resistance for value of 5ohms or less as required (d) Self certificate for confirming above standards from OEM is mandatory. All as approved by Engineer-in-charge. , GI pipe 3000mm long, 80/50mm, Terminal 50mmx6mm Copper Strip. Details: GI pipe 3000mm long 80/50 mm, terminal 50mmX6mm Copper strip	each	24.00

Executive Engineer (E)
AIIMS, Jodhpur

ANNEXURE - I

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone No:- Mobile No:- Email id:-	
Name and address of service centre nearby Jodhpur.	
Whether the firm is a registered firm Yes/No (attached copy of certificate).	
PAN No. (Enclose the attested copy of PAN Card).	
GST No. (Enclose the attested copy of VAT Certificate).	
Whether the firm has enclosed the Bank Draft/Pay Order/Banker's cheque of Earnest Money Deposit.	
Whether the Firm/Agency has signed each and every page of Tender/NIT.	
Any other information, if necessary.	

Date:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :

ANNEXURE - II**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING JULY-2023.**

S · N o	Name of Work/ project	locati on	Owner or sponsoring organizati on	Cost of work in lakh	Date of commen t as per contra ct	Stipulat ed date of complet ion	Actu al date of complet ion	Litigation / arbitration pending/ in progress with details *	No. & Date of completi on certificat e attached.	Remar ks, if any
1	2	3	4	5	6	7	8	9	10	11

- ❖ Indicate gross amount claimed and amount awarded by the Arbitrator
- ❖ **Note: Completion Certificate from Clint to be attached.**

Date:
Place:

Name :
Business Address :
Signature of Bidder :
Seal of the Bidder :

ANNEXURE - III**COMPLETION / PERFORMANCE CERTIFICATE**

1.	Name of Work	
2.	Agreement no. / Word order no.	
3.	Date of issue of work order	
4.	Name of the contractor Agency	
5.	Stipulated date of commencement of work as per agreement	
6.	Tendered value of work	
7.	Completion cost of work	
8.	Stipulated date of completion of work as per agreement	
9.	Actual date of completion of work	
<p>Certified that the work has been completed satisfactory within the stipulated date of completion. There are no defects apparent and M/s. _____ has completed all the works as per agreement.</p>		

Note:

- ❖ **The above completion certificate shall be issued on the letter head of concerning client department.**

Signature of Authorized officer (with designation)

ANNEXURE - IV**FINANCIAL INFORMATION**

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

i. Gross Annual Turn Over

Descriptions	2020-21	2021-22	2022-23
Gross Annual Turn Over			
Average turn-over of three years			

Signature of Bidder(S) with Seal

Signature of Chartered Accountant with Seal

ANNEXURE – V
TENDER ACCEPTANCE FORM
(On letter head of company /firm)

To,
The Executive Director,
All India Institute of Medical Sciences,
Jodhpur (Raj.)

Ref.: Your NIT No.: **AIIMS-JDH/EE/ELECT/2023-24/06** due on **30th August, 2023.**

I / We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items / services for which tender has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your NIT. We agree to keep our bid valid for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Rate Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the institute in addition to forfeiture of the Performance Security / or any other action against us.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in AIIMS organization in future forever. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)

Name: _____

Business Address _____

Place: _____

Date: _____

ANNEXURE -VI**UNDERTAKING CERTIFICATE
(To be submitted on Letter Head of the Company/Firm)**

I hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I also certify that firm will execute the work as per the specification given by Institute and also abide all the terms and conditions stipulated in tender.

I also certify that the information given in the bid is true and correct in all aspects and if in any case at a later date it is found that any detail/s provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may have imposed any action as per NIT rules.

Date: Name :

Place: Business Address :

Signature of Bidder :

Seal of the Bidder :

Check List

S. No.	Information for bidder	Remarks	Refer page no. of submitted bid
1.	Notice Inviting Tender (Read & Accepted)	Yes / No	
2.	Whether three similar works each of value not less than 40% of the estimated cost put to the tender OR Two similar works each of value not less than 60% of the estimated cost put to Tender OR One similar works each of value not less than 80% of the estimated cost put to Tender (Attached)	Yes / No	
3.	Proof of EMD submitted or exemption under MSME registration (Attached)	Yes / No	
4.	Turnover: Average annual financial turn over should be at least 50% of the estimated cost during the immediate last 3 consecutive financial years. (Attached)	Yes / No	
5.	Copy of Income Tax Return Acknowledgement for last Three years statement (Attached)	Yes / No	
6.	Copy of PAN Card (Attached)	Yes / No	
7.	Copy of GST Registration (Attached)	Yes / No	
8.	General Conditions of Contract (Read & Accepted)	Yes / No	
9.	Proforma of Schedules (Read & Accepted)	Yes / No	
10.	Technical Specifications (Read & Accepted)	Yes / No	
11.	Annexure- I (Details of Bidder/s) (Filled & attached)	Yes / No	
12.	Annexure- II (Details of All Works of Similar Class) ((Filled & attached)	Yes / No	
13.	Annexure- III (Completion / Performance Certificate) (Filled & attached)	Yes / No	
14.	Supporting documents related to work (copy of PO) (Attached)	Yes / No	
15.	Annexure- IV (Financial Information) (Filled & attached)	Yes / No	
16.	Annexure-V (Tender Acceptance Form) (Filled & attached)	Yes / No	
17.	Annexure-VI (Undertaking Certificate) (Filled & attached)	Yes / No	
18.	Check list filled (Filled & attached)	Yes / No	

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

FORMAT FOR PERFORMANCE SECURITY (GUARANTEE)
(TO BE FURNISHED BY CONCERN BANK)

1. In consideration of the Director, AIIMS, Jodhpur (hereinafter called "the Government ") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor(s)") for the work _____ (hereinafter called "the said agreement;" having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.
We _____ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government.
2. We _____ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). 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. _____ (Rupees _____ only)
3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.
5. We _____ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and 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 claims satisfied or discharged, or till Engineer-in- charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.
6. We _____ further agree with the Government that the (Indicate the name of Bank) 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 from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that 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.
7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
8. We _____ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged. Dated the _____ day of _____ for _____ (Indicate the name of Bank).