



**Government of India
Ministry of Textiles**

OFFICE OF THE JUTE COMMISSIONER
CGO Complex, 3rd MSO Building, E & F Wing, DF BLOCK,
4th Floor, Sector-I, Salt Lake City, Kolkata – 700064

No. Jute/Com/2/2006-IV

Dated: 27th November 2017

To:
Empanelled Security Agencies on CERT-In Website

Subject: Jute Commissioner's Tender Enquiry No.2017/Inf.Sec.Audit dated 27th November 2017 for "Performing Information Security Auditing for the web portal of the Office of the Jute Commissioner (<http://jutecomm.gov.in>), in the staging area provided by NIC cloud".

Madam/Sir,

You are invited to participate against Office of the Jute Commissioner's Tender Enquiry No. 2017/Inf.Sec.Audit dated 27th November 2017 due for opening on 18th of December 2017 (Monday) for "Performing Information Security Auditing for the web portal of the Office of the Jute Commissioner (<http://jutecomm.gov.in>), in the staging area provided by NIC cloud". A copy of Tender Enquiry is enclosed for your ready reference.

(Lopa Banerjee), IES

Deputy Director (Executive & Financial)

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OFFICE OF THE JUTE COMMISSIONER
Ministry of Textiles
Government of India

TENDER DOCUMENT NO. 2017/Inf.Sec.Audit dated 27th November 2017

TENDER FOR PERFORMING INFORMATION SECURITY
AUDITING FOR THE WEB PORTAL OF THE OFFICE OF THE
JUTE COMMISSIONER (<http://jutecomm.gov.in>), IN THE STAGING
AREA PROVIDED BY NIC CLOUD.

OFFICE OF THE JUTE COMMISSIONER
CGO Complex, 3rd MSO Building, E & F Wing, DF BLOCK,
4th Floor, Sector-I, Salt Lake City, Kolkata – 700064

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SECTION 1: NOTICE INVITING TENDER

Office of the Jute Commissioner, Kolkata, invites tenders from eligible tenderers for “Performing Information Security Auditing for the web portal of the Office of the Jute Commissioner (<http://jutecomm.gov.in>), in the staging area provided by NIC cloud”. The complete details are given in the Tender Documents.

The Schedule for Invitation to Tender is given below as under:

Name of the Purchaser. Jute Commissioner, CGO Complex, 3rd MSO Building, E & F Wing, DF BLOCK,4th Floor, Sector-I, Salt Lake City, Kolkata – 700064 for & on behalf of President of India.

TE Number: Tender Document No. 2017/Inf.Sec.Audit dated: 27th November 2017

Date for issue of Tender document: 27th November 2017

Place of Issue of Tender document. Tender documents can be obtained/downloaded from Jute Commissioner website <http://jutecomm.gov.in>

Clarifications to the tender documents. Clarification on the tender conditions etc., if any, will have to be forwarded in the name of Deputy Director (E&F), Office of the Jute Commissioner, CGO Complex, 3rd MSO Building, E & F Wing, DF BLOCK,4th Floor, Sector-I, Salt Lake City, Kolkata – 700064, Telefax:033 2337 6972/6973/6974/75 , email: jcoffice@jutecomm.gov.in

Date, time and address at which Tenders are to be submitted. Tenders are required to be submitted on or before 14:30 Hours of 18th of December 2017 (Monday) in the Tender Box maintained on 4th Floor in Office of the Jute Commissioner, CGO Complex, 3rd MSO Building, E & F Wing, DF BLOCK,4th Floor, Sector-I, Salt Lake City, Kolkata – 700064.

Date, time and place of opening of Tenders. Tenders shall be opened at 15:00 Hours on date in Tender Opening Hall in o/o Jute Commissioner, CGO Complex, 3rd MSO Building, E & F Wing, DF BLOCK,4th Floor, Sector-I, Salt Lake City, Kolkata – 700064 in the presence of trade representative who wish to attend the bid opening.

Date till which the Tender shall be valid: 90 days from the date of opening of Bid

Earnest Money Deposit. All tenders must be accompanied by an Earnest Money Deposit (EMD) of Rs.2000 (Rupees Two Thousand only).

Sealed tender prepared in accordance with the conditions enumerated in Tender documents should be submitted in the Tender Box, not later than the date and time mentioned at the address given in this section.

Section 2: **INSTRUCTION TO TENDERERS.**

2.1 Office of the Jute Commissioner, a Central Government Department under Ministry of Textiles operates its website (<http://jutecomm.gov.in>). This website is currently hosted from NIC shared server. The website enables users to feed data into dynamic pages /tables and uploading of web content for publishing official documents for information of its users or public. Jute Commissioner Office has decided to migrate this website from NIC shared server to NIC Cloud. In order to move the website to cloud the website needs to be audited by a cyber security audit agency. Accordingly, Jute Commissioner has decided to invite the bids from all CERT-In empanelled bidders for “Performing Information Security Auditing for the web portal of the Office of the Jute Commissioner (<http://jutecomm.gov.in>), in the staging area provided by NIC cloud”. The detailed scope of work has been detailed in Section entitled **“Schedule of Requirements & Conditions of Contract”**.

2.2 Tenders in sealed cover super-scribed as Tender No. 2017/Inf.Sec.Audit dated 27th November 2017 due for opening on 18th of December 2017 (Monday) at 3:00 PM for “Performing Information Security Auditing for the web portal of the Office of the Jute Commissioner (<http://jutecomm.gov.in>), in the staging area provided by NIC cloud”. as per “Schedule of Requirements & Conditions of Contract” as indicated in **Section 4** in this tender and in accordance with instructions to Tenderers are to be submitted in the Tender Box maintained by Jute Commissioner, CGO Complex, 3rd MSO Building, E & F Wing, DF BLOCK,4th Floor, Sector-I, Salt Lake City, Kolkata – 700064.

2.3 Schedule of Tender Enquiry is given below:-

Date of issue of Tender document	27 th November 2017
Cost of Tender Enquiry	Can be downloaded from http://jutecomm.gov.in
Last Date & time for submission of Tender	18 th of December 2017 at 2:30 PM
Due Date & Time for Tender Opening	18 th of December 2017 at 3:00 PM
<u>Tender to remain valid till</u>	90 days from the date of Tender Opening i.e. till 18 th of March 2018
Venue and Time of Tender Opening	Tender Opening Hall, Jute Commissioner, CGO Complex, 3 rd MSO Building, E & F Wing, DF BLOCK,4 th Floor, Sector-I, Salt Lake City, Kolkata – 700064
Tender System	<u>Sealed tenders are invited in Single bid system.</u>
Contact Officer for clarification	Deputy Director(Executive & Financial),o/o the Jute Commissioner, CGO Complex, 3 rd MSO Building, E & F Wing, DF BLOCK,4 th Floor, Sector-I, Salt Lake City, Kolkata – 700064.

2.4 The bidders are required to quote for “Performing Information Security Auditing for the web portal of the Office of the Jute Commissioner (<http://jutecomm.gov.in>), in the staging area provided by NIC cloud”. The prices quoted should be on Indian Rupee basis and should include all the charges till the issue of Cyber security audit certificate by the successful tenderer along with applicable taxes and duties. The taxes and duties, if any, shall be

indicated clearly in the price bid. The Purchaser does not bind itself to accept claims for extra payment for items not included in the Tender. Regarding statutory levies like duties, taxes etc., any revision to the taxes and duties during the contract period made by Government would be paid at actual by the purchaser, on receiving documentary evidence for such revisions against the information furnished in the Tender.

2.5 The format of price bid is enclosed as Annexure "1". Bids shall be evaluated based upon all-inclusive cost of the service provider for "Performing Information Security Auditing for the web portal of the Office of the Jute Commissioner (<http://jutecomm.gov.in>), in the staging area provided by NIC cloud". The net present value of total amount payable to the contractor on account of "Performing cyber security audit for the Jute Commissioner of India web portal (<http://jutecomm.gov.in>) in the staging area provided by NIC cloud." shall be used for evaluating the price of each bidder. The bidder with the lowest net present value, if otherwise eligible for award of contract as per provision of Tender Enquiry, will be considered for award of contract.

2.6 The Tenderer shall offer and quote for all items and services indicated in the tender. Tender responses that do not cover all items shall be summarily rejected.

2.7 The Tenderer should enclose, full details of the capability of the organization to take up this work in particular that they are meeting the eligibility requirement as detailed in the section '3' with full documentation, descriptive literature/leaflets. All documentation required is to be in English Language.

2.8 The Tender should be complete in all respects and if the Tender is incomplete the offer may be rejected.

2.9 The amount of **Earnest Money Deposit is Rs.2000 (Rupees Two Thousand only)**. The amount may be paid in the form of Bank Guarantee/Demand Draft drawn on any Scheduled Bank in favour of Jute Commissioner, payable at Kolkata. Format of the Bank Guarantee is enclosed as "**Annexure – 2**"

2.10 The Earnest Money deposited by the unsuccessful Tenderer will be refunded without any interest on award of contract to the successful Tenderer. The EMD for the successful Tenderer shall be refunded on submission of Performance Security.

2.11 EMD of the tenderer would be forfeited if:

- a) The tenderer is not willing to abide by the terms and conditions after submission of tender.
- b) The tenderer withdraws the tender before receipt of final acceptance
- c) The successful tenderer fails to furnish Performance Bank Guarantee as indicated in this tender within the stipulated time.

2.12 The tenderer shall abide by the "Schedule of Requirement and Terms & Conditions" as mentioned in this tender. It must be clearly understood that the prices quoted in the tender are to include everything required to be done for the proper completion of the project as per the "Schedule of Requirement and Terms & Conditions" mentioned in the tender although

special mention thereof may have been omitted in the “Schedule of Requirement and Terms & Conditions”.

2.13 The scope of work indicated in the “Schedule of Requirement and Terms & Conditions” refer to the minimum requirements that the Tenderer is required to meet. Tenders in non-compliance of the scope of work indicated in section “Schedule of Requirement and Terms & Conditions” would be summarily rejected. The tenderer is required to quote taking into consideration all the infrastructure/accessories etc., required to effectively deliver the services as required.

2.14 The Purchaser does not bind itself to recommend for acceptance of the lowest or any tender or to assign any reason for non-acceptance.

2.15 Offers received through Telegraphic/Fax/E-Mail will be treated as defective, invalid and rejected.

2.16 Only detailed complete offers received prior to closing time and date of the Tenders will be taken as valid.

2.17 **Award of Contract.** After evaluation of the bids received, the Purchaser would award of Contract to the lowest bidder, whose bid is technically acceptable and meets the eligibility requirement.

2.18 **Performance Security.** Within 10 days of award of contract, the successful tenderer is required to submit a Performance Bank Guarantee as per the Proforma attached in **Annexure 3** for 10% of the contract value towards Performance Security as detailed in Section 4, Schedule of Requirement & Conditions of Contract.

2.19 The Purchaser reserves right to modify the terms and conditions to the Contract, during the Project execution, so as to meet contingency situation, which can arise from time to time. Such modifications would be discussed and agreed upon by the successful Tenderer taking into consideration the Cost, time and other implications. After finalization of modification, the Contract Agreement may be suitably amended, if required.

2.20 Tender documents are not transferable.

Section 3. Eligibility Criteria for Tenderers

3.1 - The tenderer should have successfully executed at least one project for performing cyber security audit in the staging area provided by NIC cloud in any of the Department of Government of India/State Government/Public Sector Undertaking in the last three years. Certificate from the concerned Department towards successful execution of the project shall be attached along with the bid in support of Tenderers compliance with the eligibility criteria.

Section 4. Schedule of Requirement and Conditions of Contract

4.1 **Scope of Work:-**The (<http://jutecomm.gov.in>) website is hosted on NIC shared server platform. But as per directive of the central govt. the NIC has to migrate all <.gov.in> domains to Government Cloud (Meghraj).The security audit of (<http://jutecomm.gov.in>) shall be done in the cloud staging area before hosting into cloud as per existing IT Policy. For accessing and copying the contents of (<http://jutecomm.gov.in>) from NIC shared server to cloud staging server, we have Virtual Private Network (VPN). VPN access to website content in cloud staging area will be provided to only successful tenderer. Successful tenderer shall perform cyber security audit of (<http://jutecomm.gov.in>) in the cloud staging area detailed in next paragraph i.e. para 4.2.The successful white box cyber security audit certificate shall be issued by the successful tenderer in eight weeks' time form the date of award of contract.

4.2 External IPs List of the application and data base:

Sl. No.	External IP Address	Function / Remarks	Location
1.	10.247.206.42	This IP is for website in the NIC Cloud staging area.	Shastri Park, New Delhi
2.	10.247.206.48	This IP is for DB Server in the NIC Cloud staging area.	Shastri Park, New Delhi

4.3 Web-Applications List:

Application URL	Internal / Public	Dynamic Pages	User Roles	List of Modules	Types of Audits	Function / Remarks
www.jutecomm.gov.in	Public	Yes	Admin , Normal User	Main website (Static), Online Return Submission (Dynamic)	White-Box	The website primarily used for publishing information online and to take user data from the location all over India.

4.4 Mobile-Applications List :

- There is no Mobile Application hosted internally or externally for this website.

4.5 **Asset Inventory:** There is no Asset Inventory. The website is hosted on NIC Shared Server. The audit will be done in staging area provided by NIC Cloud

4.6 **Contract delivery schedule :** The time for completion of works listed above will be eight weeks from the date of release of purchase order. However, the bidder may indicate their best delivery schedule.

4.7 Arbitration

In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, may refer the matter to the Sole Arbitrator to be appointed by Jute Commissioner on the request of either of the parties for arbitration in

consonance with the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996), on the designated reference in dispute.

4.8 Governing Laws & regulation

All legal proceedings shall be under the jurisdiction of courts situated in the Kolkata. This Agreement shall be covered and construed in accordance with Laws of India including without limitation the relevant Central Acts and Rules, Regulations and Notifications issued and amended there under from time to time.

4.9 Contract Termination

4.9.1 Termination for Default. Office of the Jute Commissioner may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part if :

a) The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract, of any extension thereof granted by JUTE COMMISSIONER.

b) The qualified Bidder fails to perform any other obligation(s) under the contract.

In case of termination for default, Jute Commissioner reserves the right to forfeit the Performance Bank Guarantee submitted by the Bidder for successful execution of project.

4.9.2 Termination for Insolvency, Dissolution etc. Jute Commissioner may at any time terminate the contract by giving written notice to the Contractor without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to JUTE COMMISSIONER.

4.9.3 Termination for Convenience. Jute Commissioner reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for Jute Commissioner's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

4.10 No Claim Certificate

The qualified Contractor shall not, be entitled to make any claim, whatsoever, against Jute Commissioner under or by virtue of or arising out of this contract nor shall Jute Commissioner entertain or consider any such claim after the Contractor shall have signed a "no claim" certificate in favour of Jute Commissioner in such forms as shall be required by Jute Commissioner after the works are finally accepted by Jute Commissioner.

4.11 Suspension

Jute Commissioner may by a written notice of suspension, suspend all payments to the Contractor under the contract, if the Contractor failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that the such notice of suspension :

- a) Shall specify the nature of the failure and
- b) Shall request the Contractor to remedy such failure within a specified period from the date of issue of such notice of suspension.

4.12 Force Majeure

Notwithstanding the provisions of the contract, the Contractor shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure which reads as below:-

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Jute Commissioner as to whether the deliveries have been so resumed or not, shall be final and conclusive.

4.13 Confidentiality & Data protection

The Contractor will execute Non-Disclosure Agreement as per the terms and conditions of JUTE COMMISSIONER. The Contractor will also follow all the Jute Commissioner web sites security policy.

4.14 Protection & Limitations

4.14.1 Third Party Claims

The Contractor (the "Indemnifying Party") undertakes to indemnify JUTE COMMISSIONER(the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to any tangible assets during the Contract period.

4.15 General Conditions of Contract

4.15.1 **Sub-contracting.** No sub-contracting is allowed.

4.15.2 Data Protection.

- a. In the course of providing the Services, the Contractor may be compiling, processing and storing proprietary products of Jute Commissioner Data relating to the users.
- b. The contractor shall not transfer any Jute Commissioner data unless otherwise authorized by the Nodal Officer of Jute Commissioner in this regard.

4.15.3 Payment Terms & Schedule. The bills shall be prepared by the contractor in form JUTE COMMISSIONER-Bill form and submitted to Nodal Officer. Payment shall be made on following conditions:-

- a) All payments to the contractor shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act 1961 and other taxes if any as per the Government of India Rule.
- b) 100% of the cost toward “Performing Information Security Auditing for the web portal of the Office of the Jute Commissioner (<http://jutecomm.gov.in>), in the staging area provided by NIC cloud”. will be paid to the contractor after completion of scope of work indicated in the contract and acceptance thereof by JUTE COMMISSIONER.
- c) Jute Commissioner can convey specific observations to any incorrect/wrong-invoiced amounts by written notice to the contractor.

4.15.4 Handling of assets.

During the Term the Contractor shall:

- a) Take all reasonable and proper care of the entire network and all its components, Hardware and Software or any other information technology infrastructure components used for the Project and other facilities managed by the Contractor (hereinafter referred as “Assets”). This will also include all up-gradation/enhancements and improvements to meet the needs of the Project.
- b) Keep all the tangible assets in good and serviceable condition.
- c) Use the assets exclusively for the purpose of providing the Services as per the agreement.

4.15.5 Service Level Agreement & Penalties.

In case of any difficulty/problem during operations, the contractor shall render on-line support to Jute Commissioner Team for resolving the problem. However, in case, problem can't be resolved through on-line support, the contractor shall depute their qualified technical

personal^{to} to the office of Jute Commissioner at CGO Complex, Sector-I, Salt Lake City, Kolkata-700064 within four hours of logging of complaint. The problem should be resolved within 24 hours of its logging time. In case, the problem persists for beyond 24 hours, for the reasons attributable to the contractor, a penalty of Rs.200/- per day shall be recovered from contractor's incoming and pending bills.

4.15.6 Nodal Officer: Dy. Jute Commissioner shall officiate as Nodal Officer for dealing all matter relating to this contract.

4.15.7 In Charge: Deputy Director (Executive & Financial) shall officiate as the In-charge for dealing matter relating to this contract.

4.15.8 PERFORMANCE SECURITY

- a. The Service Provider shall furnish **performance security** to Jute Commissioner for an amount equivalent to 10% of the cost toward "Performing Information Security Auditing for the web portal of the Office of the Jute Commissioner (<http://jutecomm.gov.in>), in the staging area provided by NIC cloud" in the form of Bank Guarantee as per the proforma in **Annexure '3'**.
- b. Performance Guarantee will be valid for a period of 2 months beyond contracted delivery schedule.
- c. The Proceeds of the performance security shall be payable to Jute Commissioner as compensation for any loss resulting from the supplier's failure to complete their obligations under the Contract.
- d. The Performance Security Bond will be discharged by Jute Commissioner after completion of the Supplier's performance obligations under the contract.

Annexure – ‘1’

Format for price schedule

<u>Sl. No.</u>	<u>Description of Work</u>	<u>Basic Rate (In Rs.)</u>	<u>Duties and Taxes(In Rs.)</u>			<u>Rate Inclusive of Duties and Taxes</u>
			<u>Nature (GST)</u>	<u>Rate</u>	<u>Amount</u>	
<u>1.</u>	To Perform Information Security Auditing for the web portal of the Office of the Jute Commissioner (http://jutecomm.gov.in), in the staging area provided by NIC cloud”.					

Total Rate inclusive of Duties & Taxes

(Amount in words.....)

BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the "tenderer")
has submitted their offer dated.....
for the supply of.....
(hereinafter called the "tender")
KNOW ALL MEN by these presents that WE.....
of.....having our registered office at
.....are bound unto.....
(hereinafter called the "Bank")
.....in the sum of.....
(hereinafter called the "Purchaser")
for which payment will and truly to be made to the said
Purchaser, the Bank binds itself, its successors and
assigns by these presents. Sealed with the Common Seal of
the said Bank this.....day of.....19.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
 - a.If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b.Fails or refuses to execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

**BANK GUARANTEE PROFORMA FOR FURNISHING
PERFORMANCE SECURITY**

In consideration for the President of India (hereinafter called "the Government") having agreed to exempt.....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated.....made between.....and.... of Performance Security for the due fulfilment of the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees.....

(indicated the name of the Bank)

Bank") at the request of.....contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered would be caused to or suffered by the Government by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We.....do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to

perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs....

3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We,.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the... guarantee thereafter.

5. We,.....further agree with the Government that the Government shall have the fullest liberty without our consent

and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs. _____ and shall remain in force until _____. Unless a claim or suit under this guarantee is filed with us on or before _____, ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

8. We,lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....date of.....1999/2000

for.....
(indicate the name of Bank)

Signature.....
Name of the Officer.....
(in Block Capitals)

Designation of
Code No.

Name of the Bank and Branch.....