

**CENTRE FOR INDUSTRIAL CONSULTANCY AND SPONSORED RESEARCH (IC&SR)**

**IIT MADRAS, CHENNAI 600 036**

**BID INVITATION**

For and on behalf of IC & SR, IIT Madras sealed tenders are invited in **TWO COVER SYSTEM** (TECHNICAL BID AND FINANCIAL BID) for the following work being executed IIT Madras

1)	Description	Underwater Inspection including videography of structure to evaluate the condition of diaphragm walls and pile supported berths/jetties at Paradip Port Trust, Odisha.
2)	Specification No.	<b>OED/2019/14/NTCPWC/SASA dated 27.9.2019</b>
3)	Estimated cost of tender (ECPT)	Rs. 15,00,000/-
4)	Earnest Money Deposit	Not Applicable
5)	Date for Pre Bid meeting	Not Applicable
6)	Last date for submission of bids	3.00 PM on 18.10.2019
7)	Method of submission of Tender	Two bid system (Technical and Financial bid)
8)	Date & Place of Opening of Tender (Technical bid)	4.00 PM on 18.10.2019 NTCPWC, New Academic complex-6th Floor, IIT, Madras, Chennai-36. If the due date fixed for submission / opening of the tender happens to be a holiday, the tender shall be opened at the same time on the next working day. On the day of opening only the main cover and the Technical Bids will be opened in the presence of the tenderers who wish to participate and the financial bids of all the bidders will be kept in a cover unopened and sealed.
9)	Validity of offer	90 days from the date of opening
10)	Technical Clarification to be obtained from	Prof. S.A.Sannasiraj ntcpwc@iitm.ac.in
11)	Cost of Tender document	Nil
12)	Tender Inviting Authority	Project Coordinator, NTCPWC, Indian Institute of Technology, Madras, Chennai 600 036

13)	Authority to accept the bid	IC & SR, IIT Madras reserves the full right to accept or reject any tender at any stage without assigning any reasons.
14)	Important Instructions	Bidders shall note that their offer should be only quoted in the BOQ attached to the tender and should be without any alterations, additions or deletion. In case the BOQ is found to be altered , the tender will be considered as defective and is liable to be rejected

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**SECTION – I**  
**INSTRUCTION TO BIDDERS**

**1.1 General**

Sealed competitive bids under "Two bid system" are invited for the **“Underwater Inspection including videography of structure to evaluate the condition of diaphragm walls and pile supported berths/jetties at Paradip Port Trust, Odisha.”**

**1.2 SCOPE OF WORK**

**Detailed scope of work is elaborated under Section-III of this document**

**1.3 COST OF TENDER DOCUMENT : Nil**

**1.3.1 ESTIMATED COST OF TENDER : Rs. 15, 00,000/-**

**1.4 EARNEST MONEY DEPOSIT (EMD) : Not Applicable**

**1.5. SCHEDULE DATE FOR RECEIPT AND OPENING OF BIDS:**

a) Last date and time for receipt of bids: 3.00 PMIST on 18 October. 2019

b) Date and time for opening of bids: 4.00PMIST on 18 October. 2019

**Note: If the above due date falls on a holiday, the schedule times for (a) &(b) above shall be the same time on the subsequent working day.**

**1.6. SUBMISSION OF TENDER**

Tender should be furnished in sealed cover, super-scribed as **“Underwater Inspection including videography of structure to evaluate the condition of diaphragm walls and pile supported berths/jetties at Paradip Port Trust, Odisha”** and forwarded to

Prof. Sannasiraj SA, NTCPWC,  
New Academic complex 6th Floor,  
IIT, Madras, Chennai-36

1.6.1 The Bidders have the option of submitting the bid either by Registered post or by Courier or in person, and it shall be ensured that the bids are received at the office of the employer indicated above, on the date and time indicated in the Sl.No.1.5 above.

1.6.2 Bids submitted by Telex/ Fax/ Telegram/e-mail etc. will not be accepted

**1.7 OPENING OF TENDER**

The tenders will be opened at 4.00 PM on 18 October 2019, at the address mentioned in sl.no 6-Invitation to bid on the due date and time mentioned in the pre paragraph, in the presence of the tenderers who wish to participate in the tender opening. If the due date for tender opening happens to be a holiday, the tenders will be opened on the next working day at the same time. On the day of opening, the main cover and the cover containing the technical bid alone shall be opened and the financial bids of all the tenderers who submitted their bid, shall be placed in a separate cover and sealed in the presence of Tenderers who participated in the Tender opening. The financial bids of only those Tenderers whose Technical offers have been accepted, will be opened at a later date under intimation to the successful bidders and also after

hosting in the website. The financial bids of the bidders who fail to qualify in Technical evaluation will be returned unopened. The representatives of the Bidders, attending the opening of tenders, should be duly authorized by the participating firm, whom they represent.

If any tenderer has doubt about the meaning of any portion of this tender and/or wish to seek any further clarifications on this Tender, they may address the Tender Inviting authority at least three days prior to the scheduled date of opening of the tender. Clarifications sought after this deadline will not be entertained.

**1.8 Tender Inviting Authority**

Prof. S.A. Sannasiraj,  
Department of Ocean Engineering, IIT Madras,  
Chennai-600 036, Tamil Nadu

## **SECTION II**

### **COMMERCIAL TERMS AND CONDITIONS**

#### **2.1 GENERAL**

The scope of services shall be as detailed in Section -III of this tender

#### **2.2 LOCATION**

The Project site is Paradip Port comprising the Berth/Jetties where the current work is to be taken up.

#### **2.3 COMPLETENESS OF TENDER**

All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the tender should be attested.

Tenderers are advised to send their bids sufficiently early so as to ensure that the tenders reach this office in time. Tenders though posted in time but received after the due date and time will not be considered.

The Bids submitted by the Tenderers shall be complete in all respects. The tenderers are required to furnish all details called for, under various schedules along with relevant supporting documents, wherever required, for consideration by NTCPWC. The tenders not containing the complete details as required in this document are liable to be rejected.

#### **2.4. PRICE**

Tenderers shall quote a FIRM price only. They shall quote rates and amounts separately for each item in the respective schedule as prescribed in the Bill of Quantities

#### **2.5 VALIDITY OF TENDER**

The tenders should be valid for acceptance for a period of at least 90 days (ninety days) from the date of opening of tender. In case any bidder quotes a lower validity period than that called for, their offer shall be liable for rejection. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing (including fax or telex).

#### **2.6 PERFORMANCE BANK GUARANTEE:**

The successful bidder shall submit performance Bank guarantee for an amount equivalent to 10% of the value of the contract. The performance bank guarantee may be furnished as per the format attached.

ONLY AFTER SUBMISSION OF PERFORMANCE SECURITY, WORKORDER/PURCHASE ORDER WILL BE ISSUED.

In case the successful bidder wishes to submit Bank Guarantee (BG) towards performance obligations viz. Performance Bank Guarantee, the BG should be routed through Beneficiary bank to the end user bank. The Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

## **2.7 PAYMENT TERMS**

2.7.1 Payment will be made normally once in a month and will be released for the completed item of work at the rate quoted for the particular item.

75% of the amount quoted for item No. 1 for each Berth/Jetty will be released on completion of all works envisaged for the item. The balance 25% will be released only on completion of the works envisaged under item No. 2.

2.7.2 Payment will be made either in the form of NEFT/RTGS or cheque on any of the commercial banks or their branches in India as may be decided by employer from time to time. If the contractor requests for DD Payment, Exchange commission for issue of bank draft will be to the account of the consultant.

2.7.3 Offers conforming to the above terms of payment alone will be preferred. In the event of any deviation from the specified payment terms, the Authority/Employer may reject the offers.

## **2.8 FORCE MAJEURE**

Neither the Contractor nor the employer shall be considered in default in performance of its obligations hereunder if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected, such as war, hostilities, revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes or because of any law, order, proclamatory regulations or ordinance of Government or because of any act of God, provided notice in writing of such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event and in any case it is not possible to serve the notice within 14 days period, then within the shortest possible period without delay. In case the force majeure conditions prolong beyond a continuous period of 6 months, the employer shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.

2.8.1 As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay occurred on account of such activities.

2.8.2 Although the time for completion of work shall be suitably extended (not exceeding the period during which the work was stopped on account of Force Majeure clause), such extension shall not result in any financial claim by the Contractor against the Purchaser or any account of such a delay for any other reason whatsoever.

## **2.9 TAXES**

The price quoted shall be firm and **shall be inclusive of fuel and other consumable and exclusive of taxes and/or GST as applicable.** However the bidder shall incorporate the elements of "Duties and Taxes"/GST separately and the said taxes shall be either paid by IITM directly or reimbursed at actual to the successful bidder. **Necessary income tax will be deducted at source** on each bill as per the regulations in force. If the Institution is exempted from payment of income tax, the documentary evidence for the same has to be furnished.



## **2.10 LIQUIDATED DAMAGES**

If the contractor fails to complete the work, within the period specified by the employer and / or the contractor deserted the work or delayed the work for reasons solely attributable to them the employer shall levy the liquidated damage (not by way of penalty) at the rate of 0.5% of the total contract value per week or part thereof subject to maximum of 10% of overall contract value. If the work has been abandoned or quality of the work supplied is not upto the satisfaction of the employer, the employer shall also reserve their rights to terminate the contract after giving 10 days notice, in addition of levying the Liquidated damage and forfeiting the performance Bank Guarantee. The decision of the employer in this regard is final and binding on the contractor.

## **2.11 JURISDICTION FOR LEGAL PROCEEDINGS**

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in a Court Save in the City Civil Court of Chennai or the Courts of Small Causes at Chennai. It is agreed that no other courts shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in the Chennai City, it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

The bidders shall furnish an undertaking in a non-judicial stamp paper of value Rs.100/- agreeing to the above condition as per schedule furnished in Annexure-II. This should be given after issuing the work order – This is applicable for selected L1 bidder

## **2.12 ARBITRATION**

Arbitration is not applicable to this contract.

## **2.13 SPECIAL CONDITIONS:**

### **2.13.1 PRE QUALIFICATION CRITERIA:**

Experience in Underwater inspection of marine structures and their condition Assessment for 5 years and successful completion of a minimum of 5 projects during the last 2 years in the above field.

### **2.13.2 Completion of project**

The period of completion of the project is one month. However if the berth(s)/Jetty are not available due to operational reasons, suitable extension of time will be granted but without any claim for extra payment and/or additional Mobilization and Demobilization charges.

## **2.14 ACCEPTANCE OF TENDER CONDITIONS**

The tenderers should clearly indicate their acceptance or otherwise to the following terms and conditions.

1. Specific acceptance of terms of payment.
2. Terms of Liquidated damages for delay in completion of work.

### 3. Validity of tender.

If no indication is given by the tenderer in his offer, it is presumed that the tenderer is agreeable to the terms and conditions of the employer mentioned in the specification.

All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the tender should be attested.

Tenderers are advised to post sufficiently early so as to ensure that the tenders reach this office in time. Tenders though posted in time but delayed in transit by post will not be considered, if received after the due date and time.

#### **2.15 DEVIATIONS IN TENDER**

Offers which conform to the specification without any deviation will be preferred. If the tenderer wishes to deviate from any of the terms and conditions, the same shall be mentioned clearly; acceptance or otherwise of the deviations shall be at the sole discretion of the Employer.

#### **2.16 DISCRETIONARY RIGHT OF NTCPWC, IIT MADRAS**

- NTCPWC has the right to accept the whole or any part of the tender or partition of the quantity offered or reject it in full without assigning any reason.
- To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of the project for good and sufficient reasons.

To revise the quantum of works/completion period of work of any or all the items covered by this enquiry during the pendency of contract and to terminate the contract in between the agreed stipulated period.

#### **2.17 EVALUATION AND COMPARISON OF TENDER OFFERS**

- The evaluation of the Tender will be done as per IIT Madras guidelines for IC & SR. The evaluation shall include contract value of works with applicable sales/service tax, etc. In case of discrepancy between the prices quoted in words and in figures, the lower of the two shall be considered

**SECTION-III**  
**TECHNICAL SPECIFICATION**  
**SCOPE OF SERVICE**

**3 TITLE OF THE PROJECT**

Underwater Inspection to evaluate the condition of diaphragm Walls and pile supported berths/jetties at Paradip Port Trust, Odisha.

**3.1 INTRODUCTION**

National Technology Centre for Ports, Waterways and Coasts (NTCPWC), IIT Madras, Chennai intends to conduct Underwater Inspection including videography of structure to evaluate the condition of diaphragm walls and pile supported berths/jetties at Paradip Port Trust, Odisha,

**3.2 SCOPE OF WORK**

The project scope is to assess the condition of the RC structural elements of 14 berths at Paradip Port Trust, Odisha by taking underwater video graphs and measurements of the distressed portions of the berths/jetties. The underwater video graphs shall be taken by the professional divers by using high resolution underwater cameras. The maximum water depth at the location of investigation is about (-) 15.00m CD.

**3.3 DETAILED WORK SPECIFICATIONS:**

1. The work involves conducting underwater inspection to assess the condition of the diaphragm wall or piled structure of each berth/ Jetty along the berthing side with the help of professional divers. Only divers wearing all personal protective equipment shall be allowed to work underwater to inspect the distress/cracks/exposed rebar of the RC structural elements and record them with the help of underwater high-resolution cameras. Necessary arrangements for broadcasting the live video graphs to the engineers onshore through the television monitor and communication system to interact with the divers underwater shall also be provided. The Underwater camera should be able to record videos up to a water depth of (-) 15.00m CD and should withstanding the pressure at such depths. The work will also include taking measurement of the distressed portions, identifying and communicating the number of exposed rebars to the engineers onshore, measuring the intensity of cracks and recording the crack patterns etc., all as directed including all equipment hire charges, diver charges, labors charges etc., complete.
2. The above will be followed by taking measurement at each individual berth as integrated in the BOQ and will thereafter be followed by preparation and submission of observation sheets and underwater video graphs for each berth.
3. On completion of the above works, suitable methodology shall be formulated for extending lives of the RC Jetties and Berths at Paradip Port and will also include submission of detailed Reports, Drawings, item-wise BOQ and Cost Estimate covering each Berth.

### **3.4 SUBMISSION OF VIDEOGRAPHS AND REPORTS**

- 3.4.1 The unedited Video graphs for each berth/ Jetty shall be submitted in full as a pen drive copy for the area covered. In addition, the contractor shall also prepare the observation sheet.
- 3.4.2 On completion of Videography for all the berths, the entire video graph shall be submitted in a consolidated form in a Hard disk.
- 3.4.3 The Video-graphed material is the exclusive property of NTCPWC, IITM and cannot be shared with any other agency/ party; also, the contractor should not use/ publish the video either in part or in full without the prior written consent of Paradip Port Trust and IIT Madras.
- 3.4.4 After completion of all video graphs and observation sheets, the contractor shall provide individual reports for each Berth/ Jetty containing the recommended methodology for extending lives of the RC Jetties and Berths at Paradip Port and will also include submission of detailed Reports, Drawings, item-wise BOQ and Cost Estimate covering each Berth. The reports shall be initially submitted as a draft and on acceptance by the port, final report shall be submitted.

### **3.5 GENERAL**

1. The work involves conducting underwater inspection to assess the condition of the diaphragm wall or piled structure of each berth/ Jetty along the berthing side with the help of professional divers. Only divers wearing all personal protective equipment shall be allowed to work underwater to inspect the distress/cracks/exposed rebars of the RC structural elements and record them with the help of underwater high-resolution cameras. Necessary arrangements for broadcasting the live video graphs to the engineers onshore through the television monitor and communication system to interact with the divers underwater shall also be provided. The Underwater camera should be able to record videos up to a water depth of (-) 15.00m CD and should withstanding the pressure at such depths. The work will also include taking measurement of the distressed portions, identifying and communicating the number of exposed rebars to the engineers onshore, measuring the intensity of cracks and recording the crack patterns etc., all as directed including all equipment hire charges, diver charges, labors charges etc., complete.
2. The above will be followed by taking measurement at each individual berth as integrated in the BOQ and will thereafter be followed by preparation and submission of observation sheets and underwater video graphs for each berth.
3. On completion of the above works, suitable methodology shall be formulated for extending lives of the RC Jetties and Berths at Paradip Port and will also include submission of detailed Reports, Drawings, item-wise BOQ and Cost Estimate covering each Berth.

## SECTION-IV

## 4. BILL OF QUANTITIES AND RATES.

Sl. No	Description	Length	Nos	Rate (₹)	Amount (₹)
1	<p><b>Conducting underwater inspection to assess the condition of diaphragm walls along the berthing side of the jetties/berths and pile supported jetties/berths with the help of professional divers. The divers with all the personal protective equipment can be allowed enter underwater to delve the distress/cracks/exposed rebars of the RC structural elements and record them with the help of underwater high-resolution cameras. Broadcasting the live video graphs to the engineers on shore with the television monitor and communicating system to interact with the divers underwater. Camera should be able to record up to a water depth of (-) 15.00m CD by withstanding the pressure at such a greater depth. Taking measurement of the distressed portions, identifying and communicating the number of exposed rebars to the engineer's on shore, measuring the intensity of cracks and recording the crack patterns etc., including equipment hire charges, diver charges and labors charges.</b></p>				
<b>i)</b>	<b>Piled Structures</b>				
A	Coal Berth 1	260m	1		
B	Coal Berth 2	260m	1		
C	Iron Ore Berth	210m	1		
D	North Oil Jetty	350m	1		

<b>ii)</b>	<b>Diaphragm Wall Structures</b>				
A	Deep Sea Trawler Berth	490m	1		
B	Fertilizer Berth – 1	250m	1		
C	Fertilizer Berth – 2	250m	1		
D	Central Quay – 1	750m	1		
E	Central Quay – 2		1		
F	Central Quay – 3		1		
G	Multi-Purpose Berth	235m	1		
H	Wet Basin Area	770m	1		
I	North Quay	250m	1		
J	South Quay	265m	1		
<b>2</b>	<b>Preparing and submitting the observation sheets and underwater video graphs for each Berth/jetty</b>	LS	14		
<b>3</b>	<b>Providing suitable methodology for life enhancement of the RC jetties/berths at the Paradip Port Trust including submission of detailed report, drawings, item wise Bill of Quantities and cost estimate as per the client requirement.</b>	LS	14		
				Total	
				GST @ 18%	
				Grand Total	

**Note:**

1. The unedited Video graphs for each berth/ Jetty shall be submitted in full as a pen drive copy for the area covered. In addition, the contractor shall also prepare the observation sheet.
2. On completion of Videography for all the berths, the entire video graph shall be submitted in a consolidated form in a Hard disk.
3. The Video-graphed material is the exclusive property of NTCPWC, IITM and cannot be shared with any other agency/ party; also, the contractor should not use/ publish the video either in part or in full without the prior written consent of Paradip Port Trust and IIT Madras.
4. 75% of the amount quoted for item No. 1 for each Berth/Jetty will be released on completion of all works envisaged for the item. The balance 25% will be released only on completion of the works envisaged under item No. 2.

**SECTION-V**

**5.DRAWINGS**

1. LAYOUT OF PARADIP PORT (FIG 1.)

(This should be given after issuing the work order – This is applicable for the selected L1 bidder)

**ANNEXURE-I**

**UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS**

**(NON JUDICIAL STAMP PAPER VALUE RS.100/-)**

This undertaking executed at.....on this ..... (Date) ..... (Month) Two thousand and ..... by M/s ..... Registered under Companies Act, 1956 having its registered office at ..... hereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and in favour of Indian Institute of Technology Madras, Chennai- 600 036. herein after called the purchaser (which expression shall where the context so admits means and includes its successors if Office and assigns).

WHEREAS a contract for the supply of .....has been awarded in favour of the contractor under the Purchase order No.....dated.....

AND WHEREAS in accordance with the terms of the above Purchase order, the contractor has to furnish un undertaking to the effect that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any matter in any respect under this contract shall be instituted in any court other than in the High court, Madras of District court at ..... or Sub-court at .....or at the District Munsiff court at ..... as the case may be.

IN CONSIDERATION of the Board having agreed to accept the undertaking the contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High court, Madras or District court at.....or sub court at ..... or at the District Munsiff court at .....as the case may be it is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though , part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the State of Tamil Nadu, then it is agreed to between the parties that such suits on proceedings shall be instituted in a court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction.

IN WITNESS WHEREOF Thiru..... of M/s ..... hereby put his hand and seal for due observance of the undertaking in the presence of the following witnesses

COMPANY SEAL SIGNATURE :  
DESIGNATION :



COMPANY :

DATE :

WITNESSES:

1)

2)

## ANNEXURE-II

### **FORM OF PERFORMANCE GUARANTEE**

(To be Typed on Non-Judicial Stamp Paper Value not less than ₹100)

To

Dear Sirs,

1. In consideration of the Indian Institute of Technology Chennai-36 (hereinafter called "IITM") having offered to accept the terms and conditions of the proposed agreement between IITM and ..... (hereinafter called "the said contractor(s)" for the work **"Underwater Inspection to evaluate the condition of diaphragm Walls and pile supported berths/jetties at Paradip Port Trust, Odisha"**. (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees..... only @10% of the value of the contract) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We..... (Indicate The name of bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Government an amount not exceeding Rs ..... (Rupees.....only @10% of the value of contract) on demand by the IITM.
3. We ..... do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from IITM 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 @10% of the value of contract).
4. We, the said Bank, further undertake to pay to the IITM 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. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
5. We ..... (Indicate the Name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IITM under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the IITM, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

6. We ..... (indicate the name of the Bank) further agree with the IITM that the IITM 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 IITM 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 of omission on the part of the IITM or any indulgence by the IITM 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. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
8. We ..... (Indicate the name of the Bank).lastly undertake not to revoke this Guarantee except with ..... (indicate the name of the Bank) the previous consent of the IITM in writing.
9. This Guarantee shall be valid up to one month from the acceptance of Final Report unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs ..... (Rupees .....only @10% of the value of contract) , and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the .....day of.....

For .....

Tender Inviting Authority:  
The Project Coordinator,  
NTCPWC, IIT Madras,  
Chennai – 600036.